



Morton College

Regular Meeting

Monday, July 25, 2016 11:00 AM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Agenda for the Regular Meeting

Monday, July 25, 2016

Agenda for the Regular Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Monday, July 25, 2016, in the Morton College Board Room (221B) of Building B located at 3801 S. Central Avenue, Cicero, Illinois.

1. Call to Order
2. Roll Call
3. Citizen Comments
4. Recognition
5. Correspondence
6. Reports
 6. 1. ICCTA/ACCT
 6. 2. Student Member-Andrea Chavarria 7
 6. 3. Friends of Morton Foundation - Information Only Report 8
7. President's Report
 7. 1. Out of State Travel Report-Information Only 11
 7. 2. Community Facilities Usage Report-Information Only 12
 7. 3. State Funding Update
 7. 3. 1. 2016-17 Stopgap Budget with Allocations 13
 7. 3. 2. FY17 Perkins Allocations 21
 7. 4. Student Success Initiative Implementation Plan
 7. 5. HLC
 7. 6. Capital Improvements
 7. 7. Youth Technology Corp 25

7. 8. Cicero Neighborhood Network Initiative (CNN)	
7. 9. High School Equivalency Certificate (HSEC) Recognition	
7. 10. Morton College Hall of Fame	
7. 11. Mesirow Insurances Services joins Alliant Insurance Services	26
8. <u>Closed Session</u>	
To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity pursuant to 5 ILCS 120/2(c)(1), collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to 5 ILCS 120/2(c)(2), a student disciplinary case pursuant to 5 ILCS 120/2(c)(9), and to consider litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting pursuant to 5 ILCS 120/2(c)(11).	
9. <u>Consent Agenda</u> - Items may be removed from the consent agenda on the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Board.	
9. 1. Approval of Consent Agenda	
9. 2. Approval of the Minutes of Regular Meeting held on June 20, 2016	28
9. 3. Approval of the Minutes of the Closed Meeting held on June 20, 2016	
9. 4. Approval and Ratification of Accounts Payable and Payroll \$2,726,819, and Budget Transfers \$110,895 for the month of May 2016	34
9. 5. Approval of the Monthly Budget Report-for fiscal year to date ending in May 2016 be received and filed for Audit	95
9. 6. Approval of the Treasurer's Report - May 2016 be received and filed for Audit	114
9. 7. Approval of the compensation for non-union employees for FY17, total amount \$151,329.11	117
9. 8. Approval of the continued institutional membership of The Higher Learning Commission for Fiscal Year 2017, which requires payment of a \$5,524.45 membership fee.	121
9. 9. Approval of the continued institutional membership of The Illinois Council of Community College Presidents for Fiscal Year 2017, which requires payment of a \$2,750.00 membership fee.	122
9. 10. Approval of the continued institutional membership in the National Junior College Athletic Association (NJCAA) for the Men's and Women's Athletic Teams in the total amount of \$7,100 for FY 2017	123
9. 11. Approval of the continued institutional membership in the Illinois Skyway	125

Collegiate Conference for FY 2017 for a fee of \$3,950 as submitted	
9. 12. Approval of the continued membership of the College Central Network, used for job postings. The membership fee is \$1,500.00 for 07/01/2016 to 06/30/2017	127
9. 13. Approval of the institutional membership of the National Alliance of Community and Technical Colleges for FY17, total amount \$2,000.00	130
9. 14. Approval of the adoption of Revised Board Policy 8.3, Reimbursement for Travel Expenses, introduced at the June Board Meeting	132
9. 15. Approval of the Full-Time Employment Report as submitted	137
9. 15. 1. Blanca Jara, Director of Public Relations and Community Outreach, Effective August 15, 2016, Administrator-Full-time, Non-Union	
9. 15. 2. Michael Iniquez, Custodian, Effective July 26, 2016, Classified Staff-Full-time, Union SEIU Local 73	
9. 15. 3. Elaine Jefferson, Nursing, Effective August 18, 2016, Faculty-Full-time, Union AFT Local 1600	
9. 15. 4. Rodolfo Yanez, Academic Advisor, Effective August 8, 2016, Classified Staff Full-time, Union AFT Local 1600	
9. 16. Approval of the Transfer Employment Report as submitted	138
9. 16. 1. Diana Rodriguez, Academic Advisor, Effective July 25, 2016, Classified Full-time, Union AFT Local 1600	
9. 17. Approval of the Personal Service Agreement of Part-Time and Temporary Athletic Coaches:	139
9. 17. 1. Gus Coronado, Head Coach Cross Country, \$6,695, Agreement Period 7/1/16 – 6/30/17	
9. 17. 2. Juan Franco, Head Coach Woman's Soccer, \$7,996, Agreement Period 7/1/16 – 6/30/17	
9. 17. 3. Juan Franco, Head Coach Men's Soccer, \$7,996, Agreement Period 7/1/16 – 6/30/17	
9. 17. 4. Thomas Malesky, Head Coach Volleyball, \$7,409, Agreement Period 7/1/16 – 6/30/17	
9. 17. 5. Larry Lanciotti, Head Coach Woman's Basketball, \$8,755, Agreement Period 7/1/16 – 6/30/17	
9. 17. 6. Nester Carrillo, Head Coach Baseball, \$7,532, Agreement Period 7/1/16 – 6/30/17	
9. 17. 7. Thomas Malesky, Head Coach Softball, \$8,775, Agreement Period 7/1/16 – 6/30/17	
9. 18. Approval of the title change from Director of Library and Hawthorne Works Museum to Director of Library and Instructional Technology Services and job description changes, effective July 25, 2016 as submitted	141
9. 19. Approval of the Promotion Report, as submitted	144

9. 19. 1. Cesar Jimenez, Director of Student Development, Effective July 25, 2016	
9. 20. Approval of the creation of a new Non-Union, Classified position of Counselor, effective July 25, 2016, as submitted	146
9. 21. Approval of the Faculty Assignment/Employment Report and Differential Pay for Summer Semester 2016 in the amount of \$9,613.38 as submitted, pending additional class cancellations and/or additions	149
9. 22. Approval of the consulting services agreement between Victory Media, Inc. and Morton College for FY 2017 as submitted.	153
9. 23. Approval of the consulting services agreement between GW & Associates, P.C. and Morton College for FY 2017 as submitted.	157
9. 24. Approval of the consulting services agreement between Res Publica and Morton College for FY 2017 as submitted	165
9. 25. Approval of the intergovernmental agreement between Morton College and City of Berwyn to approve Fire Department Station 2 located at 6415 W. 16th Street in order to conduct program for Emergency Medical Technician (EMT)	170
9. 26. Approval of the agreement with Mr. Terry L. Elliot, an independent contractor, for services in Nursing Lab in an amount not to exceed \$33,068 for fiscal year 2017, as submitted	178
9. 27. Approval of the Resignation Report, as submitted	184
10. <u>Personnel Action Items</u>	
10. 1. Approval of the following Administration Employment Agreements for the period of July 1, 2016 to June 30, 2017	
10. 1. 1. Dr. Magda Banda, Director of Institutional Research of Morton College, \$80,758.00	186
10. 1. 2. Jennifer Butler, Director of Library and Instructional Technology Services of Morton College, \$80,312.00	198
10. 1. 3. Dr. Ellen Crowe, Dean of Careers and Technical Education of Morton College, \$102,062.00	209
10. 1. 4. Susan Felice, Director of Continuing Education of Morton College, \$73,073.00	221
10. 1. 5. Yolanda Freemon, Director of Financial Aid of Morton College, \$80,706.00	234
10. 1. 6. William Jacklin , Athletic Director of Morton College, \$82,400.00	247
10. 1. 7. Jeremy Joslin, Associate Dean of Arts & Sciences of Morton College, \$79,181.00	259
10. 1. 8. Jeri Machino, Director of Deskside Services of Morton College, \$101,449.00	272
10. 1. 9. Keith McLaughlin, Vice President of Institutional Effectiveness and Planning of Morton College, \$121,050.00	284
10. 1. 10. Hector Munoz, Associate Dean of Instruction of Morton College, \$82,653.00	297
10. 1. 11. Anna Nakashima, Assistant Dean of Adult Education, Community	310

Programming/Outreach of Morton College, \$69,835.00	
10. 1. 12. Dr. Tom Pierce, Dean of Continuing Education of Morton College, \$92,700.00	322
10. 1. 13. John Potempa, Director of Facilities & Operations of Morton College, \$108,850.00	334
10. 1. 14. Anthony Ray, Executive Director of Human Resources/Ombudsman of Morton College, \$123,000.00	346
10. 1. 15. Derek Shouba, Dean of Arts & Sciences of Morton College, \$106,593.00	360
10. 1. 16. Marisol Velazquez, Director of Student Activities of Morton College, \$67,660.00	372
10. 1. 17. Dr. Frances Wedge, Director of Physical Therapist Assistant Program of Morton College, \$89,646.00	387
10. 1. 18. Marlana Avalos-Thompson, Registrar of Morton College, \$77,998.00	401
10. 1. 19. Frank Marzullo, Executive Director of Operations of Morton College, \$118,810.00	413
10. 1. 20. Mireya Perez, Director of Business Services of Morton College, \$92,222.00	426
10. 2. Cesar Jimenez, Director of Student Development of Morton College, \$75,000.00- Effective July 25, 2016 to June 30, 2017	438
10. 3. Blanca Jara, Director of Public Relations and Community Outreach of Morton College, \$55,000.00-Effective August 15, 2016 to June 30, 2017	452
10. 4. Approval of the reorganization of the Morton College Administration. Effective July 25, 2016 as submitted	466
10. 4. 1. Accept the changes to the organizational chart	
10. 4. 2. Change the title from Human Resources Director to Executive Director of Human Resources/Ombudsman	
10. 4. 3. Assign the Financial Aid Director position to the Executive Director of Operations position	
10. 4. 4. Assign the Child Care Center, Student Success Center, Registrar position, and Student Development Director position to the Vice President of Institutional Planning and Effectiveness position	
10. 4. 5. Eliminate the Assistant Director of Student Development position	
11. <u>New Business Action Items</u>	
12. <u>Meeting Evaluation</u>	
13. <u>Adjournment</u>	

Student Report to the Board

July 2016

Date _____ **Event** _____ **Organization**

July 6th, 2016

4th of July Celebration

Student Activities Office

SAO hosted the annual Fourth of July Celebration held in the cafeteria. Students had the opportunity to participate in DIY projects, games, and register to vote with the United States Hispanic Leadership Institute (USHLI). The event also included a DJ, mouthwatering watermelon slices, fruit cups and refreshing punch.

Submitted by: Andrea Chavarria



Friends of Morton Foundation
Report for June 18th-July 18th, 2016
Prepared by Sallie Nyhan, Development Officer

FMF Bank Accounts

\$90,227.38 Bank of America Account

\$45,854.63 Morton College Account

Past Meetings:

- Meeting with Marie Ferro, Domestic Violence Grant
- Meeting with Dr. Stan Fields
- July 14th, Friends of Morton Board Meeting via Phone
- Meeting with Emo Cundari, Capital Campaign
- Hall of Fame Meeting
- Signature Meetings with Mayors
- Owner of Hawthorne Race Track

Pending Meetings/Slated to Meet with Sallie:

- Staff of Commissioner Toboloski
- Commissioner Tobolski
- Follow up meeting with Christopher Getty, Mayor of Lyons- declined
- Additional VIP tours for Naming Rights
- ATT
- Comcast

Gifts & Donations:

- Preparing Allstate
 - Review by a few individuals on campus

The Morton College Capital Campaign: 88.0% of Funds Committed

- Raised: 265,083.56 Pending: \$72,250
- Standard Bank & Trust committed to \$19,000; 3- year gift. Naming rights to a conference room.
- Following up with Congressman Lipinski, COMED, Arthur Foundation
- All naming rights request of wording for their plaques has been sent and waiting for approval by July 20th.
- Continue to call Mayors contacts to conclude funding of pledged classrooms
- Bronze plaques match existing plaques that were previously purchased.
- Sent out 3rd round of Friends of Berwyn potential donor letters, to begin follow-up phone calls end of June.
- Followed up with Mayor Tobolski's staff on their classroom commitment.
- 3rd round of letter for Dominick classroom have been sent, follow up phone calls being made.
- Classroom in honor of Judy Baar Topinka has received commitments for ½ of classroom.
- Secured \$10,000 donation from LakeShore Recycling Systems after successful meeting with the CEO. They will have Naming Rights for the Faculty Offices. First \$5,000 has been received.
- Coast to Coast has funded a total gift of \$250, naming rights pending.
- Contacted plaque company
- Sent emails to all naming rights donors for sign off on wording for plaques
- Continue to prospect for donors for conclusion

Ribbon Cutting Ceremony – VIP Reception

- Secured dates for event
- Created Invite
- Updating the VIP list for review Elected Officials
- Updating FMF Campaign Donor list

President's Ball / Hall of Fame Dinner

- Attended 2 meetings in President's office with group
- Assembled Fundraising plan for event
 - Presented to President
- Contacted potential vendors for quotes for event

Misc.

- Superior Ambulance setting meeting for their team to visit college and discuss potential programing



OUT-OF-STATE TRAVEL REPORT

Regular Meeting of the Morton College Board of Trustees
July 25, 2016

(Per Board Policies 2.11, 3.11, 4.3, and 6.2)

<u>NAME</u>	<u>DATE(S)</u>	<u>DESTINATION</u>	<u>PURPOSE</u>
Benjamin M. Drury	July 28-31	Columbia, South Carolina (University of South Carolina Campus)	Institute on First-Generation College Students
Fran Wedge	Aug 1-3	Miami, FL	Training for CAPTE Accreditation Visits



COMMUNITY FACILITIES USAGE REPORT

Regular Meeting of the Morton College Board of Trustees

July 2016

(Per Board Policy #5.8)

<u>DATE(S)</u>	<u>ORGANIZATION</u>	<u>FACILITY</u>	<u>TIME</u>
7/2, 7/3, 7/5, 7/7, 7/9, 7/10, 7/12, 7/14, 7/16, 7/17, 7/19, 7/21, 7/23, 7/24, 7/26, 7/28, 7/30, & 7/31	Harper College Motorcycle Safety Program	115C, 206E & S.E. End Parking Lot	8:00 am- 6:30 pm
7/3, 7/10, 7/17, 7/24 & 7/31	Berwyn Recreation Department	Soccer Field	8:00 am – 6:00 pm

All events have been approved in accordance with Board Policy 5.8.

Melissa Mollett

From: ICCTA News <iccta@communitycolleges.org>
Sent: Tuesday, July 05, 2016 9:32 AM
To: ICCTA (E-mail)
Subject: ICCB memo on FY 16 & 17 stopgap budget allocations
Attachments: 16 and 17 stopgap budget with allocations.pdf

The following memorandum was distributed by the Illinois Community College Board.

Lazaro Lopez, Ed.D.
Chairman



Karen Hunter Anderson, Ph.D.
Executive Director

MEMORANDUM

TO: Illinois Community College Presidents

FROM: Karen Hunter Anderson, Ph.D.
ICCB Executive Director

DATE: Friday, July 1, 2016

SUBJECT: FY '16 & '17 Stopgap Budget Allocations

Attached are the allocations by district. We have been notified by the Illinois Office of the Comptroller that they will be coding all of the appropriations in the new budget, but we will probably not receive our new codes until the end of next week or maybe into the next. That means that the ICCB will not be able to send our vouchers over for payment until we receive the codes. The base operating and equalization payments will be sent over monthly as required by law, but since this is a six month budget, each payment will be one sixth of your allocation, not one twelfth. I also want to draw your attention to the funding sources of grants (first and second spreadsheets). We are now receiving our grant appropriations from the Fund for the Advancement of Education and the Personal Property Replacement Tax Fund. In the past, the grant appropriations came from the State's general funds (GRF). As far as whether this will speed up the time for you to receive your funding from the State, we are unsure. We were told that the grant appropriations from CPPRT are in addition to your regular payments, not instead of.

Enjoy your long weekend. We certainly will!

ILLINOIS COMMUNITY COLLEGE BOARD

401 East Capitol Avenue · Springfield, Illinois 62701 · (217)785-0123 · www.iccb.org

**Illinois Community College Board
Fiscal Year 2016 and Fiscal Year 2017 "Stopgap" Budget**

	PA 99-0001 FY2015 Final (2/2015)	PA 99-0502 FY2016 4/25/2016	PA 99-0524 FY2017 July -Dec/2016	Compared to FY2015 \$ %
	Appropriations	Appropriations	Appropriations	Change Change
<u>Unrestricted Grants</u>				
Base Operating Grant ⁽¹⁾	\$ 186,968,300	\$ 50,445,000	\$ 77,877,000	\$ (109,091,300) -58.3%
Equalization Grant ⁽¹⁾	\$ 73,870,500	\$ 19,980,000	\$ 30,922,000	\$ (42,948,500) -58.1%
City Colleges of Chicago Grant ⁽¹⁾	\$ 13,762,200	\$ 3,717,300	\$ 5,726,000	\$ (8,036,200) -58.4%
Performance Based Funding	\$ 351,900	\$ -	\$ -	\$ (351,900) -100.0%
Small College Grant	\$ 537,600	\$ -	\$ -	\$ (537,600) -100.0%
subtotal:	\$ 275,490,500	\$ 74,142,300	\$ 114,525,000	\$ (160,965,500) -58.4%

Statewide initiatives and other grants

East St. Louis Higher Education Center	\$ 1,457,900	\$ -	\$ -	\$ (1,457,900) -100.0%
Lincoln's Challenge Program	\$ 60,200	\$ -	\$ -	\$ (60,200) -100.0%
Adult Education Grants -BASIC ⁽²⁾	\$ 16,026,200	\$ -	\$ 21,572,400	\$ 5,546,200 34.6%
Adult Education Grants Public Assistance	\$ 5,546,200	\$ -	\$ -	\$ (5,546,200) -100.0%
Adult Education Grants Performance ⁽²⁾	\$ 10,701,600	\$ -	\$ 10,701,600	\$ - 0.0%
High School Equivalency Testing ⁽³⁾	\$ 958,000	\$ -	\$ 958,000	\$ - 0.0%
Career and Technical Education Grants ⁽³⁾	\$ 17,569,400	\$ -	\$ 17,569,400	\$ - 0.0%
CTE Grant: LPN program Transfer from ISBE ⁽⁴⁾	\$ 500,000	\$ -	\$ 500,000	\$ - 0.0%
Veterans Grants	\$ 1,259,300	\$ -	\$ -	\$ (1,259,300) -100.0%
Rock Valley College High School Transitions	\$ 391,000	\$ -	\$ -	\$ (391,000) -100.0%
Alternative Schools Network Grant	\$ 6,794,400	\$ -	\$ -	\$ (6,794,400) -100.0%
subtotal:	\$ 61,264,200	\$ -	\$ 51,301,400	\$ (9,962,800) -16.3%
Longitudinal Data System	\$ 488,800	\$ -	\$ -	\$ (488,800) -100.0%
Office Operations ⁽⁵⁾	\$ 1,937,900	\$ -	\$ 250,000	\$ (1,687,900) -87.1%
Operations, Alt School Net, and E. St Louis ⁽⁴⁾	\$ -	\$ -	\$ 3,758,000	\$ 3,758,000
Total	\$ 339,181,400	\$ 74,142,300	\$ 169,834,400	\$ (173,105,000) -51.0%

7/1/2016

⁽¹⁾ Fund for the Advancement of Education and the Personal Property Replacement Tax Fund

⁽²⁾ Education Assistance Fund and the Fund for the Advancement of Education

⁽³⁾ Fund for the Advancement of Education

⁽⁴⁾ Education Assistance Fund

⁽⁵⁾ Budget Stabilization Fund

Illinois Community College Board
Fiscal Year 2016 and Fiscal Year 2017 "Stopgap" Budget

	PA 98-0678 PA 99-0001 FY2015	PA 99-0502 PA 99-0049 FY2016	PA 99-0524 FY2017 July -Dec/2016
<u>Funds</u>	<u>Appropriations</u>	<u>Appropriations</u>	<u>Appropriations</u>
General Revenue Funds	\$ 78,342,600	\$ -	\$ -
Education Assistance Fund	\$ 260,838,800	\$ 74,142,300	\$ 23,484,000
Budget Stabilization Fund	\$ -	\$ -	\$ 250,000
Fund for the Advancement of Education	\$ -	\$ -	\$ 49,000,400
Personal Property Replacement Tax	\$ -	\$ -	\$ 97,100,000
Instructional Development Fund	\$ 300,000	\$ -	\$ 300,000
High School Testing Fund	\$ 1,000,000	\$ -	\$ 1,000,000
ICCB Contracts and Grants Fund	\$ 10,000,000	\$ -	\$ 12,500,000
ICCB Federal Trust Fund	\$ 480,000	\$ -	\$ 525,000
ICCB Adult Education Fund	\$ 24,500,000	\$ 24,500,000	\$ 24,500,000
Career and Technical Education Fund	\$ 18,500,000	\$ 18,500,000	\$ 18,500,000
Grand Total All Funds	\$ 393,961,400	\$ 117,142,300	\$ 227,159,400

7/1/2016

Illinois Community College Board
Fiscal Year 2017 "Stopgap" System Grants to Districts
Public Act 99-0524*

	Base Operating Grant	Small College Grant	Equalization Grant	Legislative Add On	Total Grants
Black Hawk	\$ 1,635,431	\$ -	\$ 1,890,610		\$ 3,526,041
Chicago	\$ 16,737,354	\$ -	\$ -	\$ 5,726,000	\$ 22,463,354
Danville	\$ 667,756	\$ -	\$ 1,166,593		\$ 1,834,349
DuPage	\$ 5,375,886	\$ -	\$ -		\$ 5,375,886
Elgin	\$ 2,154,603	\$ -	\$ -		\$ 2,154,603
Harper	\$ 3,053,360	\$ -	\$ -		\$ 3,053,360
Heartland	\$ 1,067,832	\$ -	\$ -		\$ 1,067,832
Highland	\$ 504,413	\$ -	\$ -		\$ 504,413
Illinois Central	\$ 2,121,273	\$ -	\$ -		\$ 2,121,273
Illinois Eastern	\$ 1,868,202	\$ -	\$ 2,484,528		\$ 4,352,730
Illinois Valley	\$ 862,216	\$ -	\$ -		\$ 862,216
Joliet	\$ 3,269,947	\$ -	\$ -		\$ 3,269,947
Kankakee	\$ 1,143,519	\$ -	\$ 2,157,561		\$ 3,301,080
Kaskaskia	\$ 1,339,444	\$ -	\$ 2,403,350		\$ 3,742,794
Kishwaukee	\$ 910,459	\$ -	\$ 1,959,607		\$ 2,870,066
Lake County	\$ 3,370,454	\$ -	\$ -		\$ 3,370,454
Lake Land	\$ 2,696,375	\$ -	\$ 2,843,905		\$ 5,540,280
Lewis & Clark	\$ 1,354,438	\$ -	\$ 1,027,424		\$ 2,381,862
Lincoln Land	\$ 1,524,210	\$ -	\$ -		\$ 1,524,210
Logan	\$ 1,527,988	\$ -	\$ 2,773,733		\$ 4,301,721
McHenry	\$ 1,287,318	\$ -	\$ -		\$ 1,287,318
Moraine Valley	\$ 3,261,646	\$ -	\$ -		\$ 3,261,646
Morton	\$ 810,363	\$ -	\$ 2,059,423		\$ 2,869,786
Oakton	\$ 2,134,917	\$ -	\$ -		\$ 2,134,917
Parkland	\$ 1,846,664	\$ -	\$ -		\$ 1,846,664
Prairie State	\$ 1,054,905	\$ -	\$ 238,638		\$ 1,293,543
Rend Lake	\$ 1,088,914	\$ -	\$ 1,840,783		\$ 2,929,697
Richland	\$ 783,620	\$ -	\$ -		\$ 783,620
Rock Valley	\$ 1,740,436	\$ -	\$ 855,142		\$ 2,595,578
Sandburg	\$ 552,063	\$ -	\$ -		\$ 552,063
Sauk Valley	\$ 525,873	\$ -	\$ -		\$ 525,873
Shawnee	\$ 674,557	\$ -	\$ 1,262,114		\$ 1,936,671
South Suburban	\$ 1,051,562	\$ -	\$ 682,426		\$ 1,733,988
Southeastern	\$ 499,784	\$ -	\$ 1,058,629		\$ 1,558,413
Southwestern	\$ 2,472,594	\$ -	\$ 4,217,534		\$ 6,690,128
Spoon River	\$ 357,543	\$ -	\$ -		\$ 357,543
Triton	\$ 1,929,184	\$ -	\$ -		\$ 1,929,184
Waubonsee	\$ 2,169,323	\$ -	\$ -		\$ 2,169,323
John Wood	\$ 450,574	\$ -	\$ -		\$ 450,574
TOTAL	\$ 77,877,000	\$ -	\$ 30,922,000	\$ 5,726,000	\$ 114,525,000

* 06/30/2016

Illinois Community College Board
Fiscal Year 2016 "Stopgap" System Grants to Districts
Public Act 99-0502*

	Base Operating Grant	Small College Grant	Equalization Grant	Legislative Add-On Grants	Total Grants
Black Hawk	\$ 1,051,469	\$ -	\$ 50,000	\$ -	\$ 1,101,469
Chicago	\$ 10,653,563	\$ -	\$ -	\$ 3,717,300	\$ 14,370,863
Danville	\$ 433,152	\$ -	\$ 479,657	\$ -	\$ 912,809
DuPage	\$ 3,501,271	\$ -	\$ -	\$ -	\$ 3,501,271
Elgin	\$ 1,401,245	\$ -	\$ -	\$ -	\$ 1,401,245
Harper	\$ 1,992,338	\$ -	\$ -	\$ -	\$ 1,992,338
Heartland	\$ 697,222	\$ -	\$ -	\$ -	\$ 697,222
Highland	\$ 328,855	\$ -	\$ 50,000	\$ -	\$ 378,855
Illinois Central	\$ 1,384,737	\$ -	\$ 50,000	\$ -	\$ 1,434,737
Illinois Eastern	\$ 1,206,013	\$ -	\$ 3,343,080	\$ -	\$ 4,549,093
Illinois Valley	\$ 561,896	\$ -	\$ 50,000	\$ -	\$ 611,896
Joliet	\$ 2,139,220	\$ -	\$ -	\$ -	\$ 2,139,220
Kankakee	\$ 736,762	\$ -	\$ 179,151	\$ -	\$ 915,913
Kaskaskia	\$ 868,321	\$ -	\$ 2,871,905	\$ -	\$ 3,740,226
Kishwaukee	\$ 595,046	\$ -	\$ 513,525	\$ -	\$ 1,108,571
Lake County	\$ 2,180,192	\$ -	\$ -	\$ -	\$ 2,180,192
Lake Land	\$ 1,745,075	\$ -	\$ 1,382,884	\$ -	\$ 3,127,959
Lewis & Clark	\$ 883,031	\$ -	\$ 50,000	\$ -	\$ 933,031
Lincoln Land	\$ 996,863	\$ -	\$ 50,000	\$ -	\$ 1,046,863
Logan	\$ 989,001	\$ -	\$ 3,015,467	\$ -	\$ 4,004,468
McHenry	\$ 841,645	\$ -	\$ -	\$ -	\$ 841,645
Moraine Valley	\$ 2,132,951	\$ -	\$ 50,000	\$ -	\$ 2,182,951
Morton	\$ 531,292	\$ -	\$ 857,969	\$ -	\$ 1,389,261
Oakton	\$ 1,390,786	\$ -	\$ -	\$ -	\$ 1,390,786
Parkland	\$ 1,205,540	\$ -	\$ 50,000	\$ -	\$ 1,255,540
Prairie State	\$ 690,195	\$ -	\$ 50,000	\$ -	\$ 740,195
Rend Lake	\$ 702,262	\$ -	\$ 2,951,345	\$ -	\$ 3,653,607
Richland	\$ 509,550	\$ -	\$ 50,000	\$ -	\$ 559,550
Rock Valley	\$ 1,138,100	\$ -	\$ 50,000	\$ -	\$ 1,188,100
Sandburg	\$ 357,937	\$ -	\$ 50,000	\$ -	\$ 407,937
Sauk Valley	\$ 342,541	\$ -	\$ 50,000	\$ -	\$ 392,541
Shawnee	\$ 433,589	\$ -	\$ 1,809,317	\$ -	\$ 2,242,906
South Suburban	\$ 688,949	\$ -	\$ 50,000	\$ -	\$ 738,949
Southeastern	\$ 323,754	\$ -	\$ 1,675,700	\$ -	\$ 1,999,454
Southwestern	\$ 1,614,361	\$ -	\$ 50,000	\$ -	\$ 1,664,361
Spoon River	\$ 233,654	\$ -	\$ 50,000	\$ -	\$ 283,654
Triton	\$ 1,262,019	\$ -	\$ -	\$ -	\$ 1,262,019
Waubonsee	\$ 1,406,631	\$ -	\$ 50,000	\$ -	\$ 1,456,631
Wood	\$ 293,972	\$ -	\$ 50,000	\$ -	\$ 343,972
TOTAL	\$ 50,445,000	\$ -	\$ 19,980,000	\$ 3,717,300	\$ 74,142,300

* 4/25/2016

Illinois Community College Board
Fiscal Year 2016 and Fiscal Year 2017 "Stopgap" System Grants Combined
Public Act 99-0524 and Public Act 99-0502

	Base Operating Grant	Small College Grant	Equalization Grant	Legislative Add On	Total Grants
Black Hawk	\$ 2,686,900	\$ -	\$ 1,940,610	\$ -	\$ 4,627,510
Chicago	27,390,917	-	-	9,443,300	36,834,217
Danville	1,100,908	-	1,646,250	-	2,747,158
DuPage	8,877,157	-	-	-	8,877,157
Elgin	3,555,848	-	-	-	3,555,848
Harper	5,045,698	-	-	-	5,045,698
Heartland	1,765,054	-	-	-	1,765,054
Highland	833,268	-	50,000	-	883,268
Illinois Central	3,506,010	-	50,000	-	3,556,010
Illinois Eastern	3,074,215	-	5,827,608	-	8,901,823
Illinois Valley	1,424,112	-	50,000	-	1,474,112
Joliet	5,409,167	-	-	-	5,409,167
Kankakee	1,880,281	-	2,336,712	-	4,216,993
Kaskaskia	2,207,765	-	5,275,255	-	7,483,020
Kishwaukee	1,505,505	-	2,473,132	-	3,978,637
Lake County	5,550,646	-	-	-	5,550,646
Lake Land	4,441,450	-	4,226,789	-	8,668,239
Lewis & Clark	2,237,469	-	1,077,424	-	3,314,893
Lincoln Land	2,521,073	-	50,000	-	2,571,073
Logan	2,516,989	-	5,789,200	-	8,306,189
McHenry	2,128,963	-	-	-	2,128,963
Moraine Valley	5,394,597	-	50,000	-	5,444,597
Morton	1,341,655	-	2,917,392	-	4,259,047
Oakton	3,525,703	-	-	-	3,525,703
Parkland	3,052,204	-	50,000	-	3,102,204
Prairie State	1,745,100	-	288,638	-	2,033,738
Rend Lake	1,791,176	-	4,792,128	-	6,583,304
Richland	1,293,170	-	50,000	-	1,343,170
Rock Valley	2,878,536	-	905,142	-	3,783,678
Sandburg	910,000	-	50,000	-	960,000
Sauk Valley	868,414	-	50,000	-	918,414
Shawnee	1,108,146	-	3,071,431	-	4,179,577
South Suburban	1,740,511	-	732,426	-	2,472,937
Southeastern	823,538	-	2,734,329	-	3,557,867
Southwestern	4,086,955	-	4,267,534	-	8,354,489
Spoon River	591,197	-	50,000	-	641,197
Triton	3,191,203	-	-	-	3,191,203
Waubensee	3,575,954	-	50,000	-	3,625,954
Wood	744,546	-	50,000	-	794,546
TOTAL	\$ 128,322,000	\$ -	\$ 50,902,000	\$ 9,443,300	\$ 188,667,300
FY2015 Appropriation:	186,968,300	537,600	73,870,499	17,397,500	278,773,899
Difference	(58,646,300)	(537,600)	(22,968,499)	(7,954,200)	(90,106,599)

Illinois Community College Board
Fiscal Year 2016 and Fiscal Year 2017 "Stopgap" Budget
CREDIT HOUR GRANT RATES BY CATEGORY

	<u>Baccalaureate</u>	<u>Business</u>	<u>Technical</u>	<u>Health</u>	<u>Remedial</u>	<u>ABE/ASE</u>	<u>Totals/Averages</u>
FY2014 Unit Cost	\$ 289.42	\$ 320.35	\$ 325.57	\$ 384.55	\$ 244.48	\$ 292.88	\$ 298.71
FY2016 Weighted Cost	\$ 306.55	\$ 339.31	\$ 344.84	\$ 407.31	\$ 258.94	\$ 310.21	\$ 316.39
Less:							
Tuition & Fees	\$ (121.24)	\$ (121.24)	\$ (121.24)	\$ (121.24)	\$ (121.24)	\$ -	\$ (101.03)
Local Tax Revenue	\$ (115.13)	\$ (115.13)	\$ (115.13)	\$ (115.13)	\$ (115.13)	\$ (115.13)	\$ (115.13)
subtotal:	\$ (236.37)	\$ 236.37	\$ 236.37	\$ 236.37	\$ 236.37	\$ 115.13	\$ 216.16
Credit Hour Rate	\$ 70.18	\$ 102.94	\$ 108.47	\$ 170.94	\$ 22.57	\$ 195.08	\$ 100.23
State Adjustment	\$ (54.40)	\$ (79.80)	\$ (84.08)	\$ (132.50)	\$ (17.50)	\$ (151.22)	\$ (77.69)
Effective Credit Hour Rate	\$ 15.78	\$ 23.15	\$ 24.39	\$ 38.43	\$ 5.08	\$ 43.86	\$ 22.53

MEMORANDUM

-

TO: Illinois Community College Perkins Administrators

FROM: Dr. Karen Hunter Anderson, Executive Director
 Dr. Brian Durham, Deputy Director for Academic Affairs
 Dr. Ashley Becker, Senior Director for Academic Affairs

DATE: Friday, July 1, 2016

SUBJECT: FY '17 Perkins Allocations

The final FY2017 Carl D. Perkins Career and Technical Education Act federal allocations are attached.

These allocations are based on CTE Pell count. In years past, the allocations have been based on overall Pell count. The CTE Pell count is derived from self-reported information provided by the college to the ICCB. Since these counts have not been such high stakes in the past, these allocations will include a 5% loss limit, to be in place over the next three years (FY2017- FY2019). This 5% loss limit is calculated based upon the difference between overall Pell count and CTE Pell count. It should be noted that large increases enjoyed by some colleges may not persist from year to year as the reporting of these data stabilize. A technical appendix detailing this methodology will be available in the coming few weeks.

The decision to use CTE Pell is based upon a U.S. Department of Education monitoring visit to the ICCB. As a part of the findings from this visit, the ICCB is **required** to shift to this funding methodology. At this point, we have delayed the implementation of this methodological change for as long as possible, given the instability of the budget situation. The agency is no longer able to extend this delay.

These allocations represent the final numbers to be used by colleges as they finalize their budget submissions and plan revisions that will be due on July 22, 2016. All Perkins plans will have to be modified to address additions or subtractions from initial estimates. A follow up email will be provided to Perkins administrators with more specific details on this requirement.

Also in years past, the ICCB has made supplemental allocations from other Perkins funding streams (e.g. administrative funds, leadership, etc.) and added these to the Perkins allocation formula. Fortunately, the agency is able to continue this practice this year. To this end, the ICCB has added an additional one million dollars to the formula, which represents a combination of excess administrative funds and leftover leadership funds that we were unable to allocate in FY2016 due to the strained budget situation and delayed expenditure authority for FY2016. The ability to provide supplemental funds is not guaranteed from year to year.

Please review these allocations. If you have any questions, contact your college's assigned Perkins IV representative, each of whose contact information is provided below. If you do not know who your assigned contact person is feel free to contact any of the three individuals listed here.

Whitney Hagy

Natasha Piper

Mackenzie Montgomery

Associate Director

Associate Director

Associate Director

Whitney.d.hagy@illinois.gov

Natasha.piper@illinois.gov

Mackenzie.montgomery@illinois.gov

(217) 558-0318

(217) 785-0139

(217) 558-4635

FY 2017 Perkins Allocations Based on CTE Pell Count

College	Based Upon Total Pell Count		CTE Pell Count		5% Loss Limit Adjustment	FINAL ALLOCATIONS	% CHANGE
	FY 13-14 PELL COUNT	FY 13-14 Federal Allocation	FY 2015 CTE PELL COUNT	FY15 CTE Allocation			
Blackhawk	2,435	\$229,268	1,150	\$321,034	-	\$321,034	40.03%
Chicago	31,303	\$2,947,345	4,149	\$1,158,234	1,641,744.00	\$2,799,978	-5.00%
Danville	1,321	\$124,379	699	\$195,133	-	\$195,133	56.89%
DuPage	8,052	\$758,139	4,391	\$1,225,791	-	\$1,225,791	61.68%
Elgin	3,834	\$360,992	1,241	\$346,437	-	\$346,437	-4.03%
Harper	3,965	\$373,326	1,231	\$343,646	11,014.00	\$354,660	-5.00%
Heartland	1,553	\$146,223	447	\$124,784	14,128.00	\$138,912	-5.00%
Highland	1,110	\$104,512	316	\$88,215	11,071.00	\$99,286	-5.00%
Illinois Central	3,681	\$346,586	1,202	\$335,550	-	\$335,550	-3.18%
IECC	1,570	\$147,824	720	\$200,995	-	\$200,995	35.97%
Illinois Valley	1,519	\$143,022	768	\$214,395	-	\$214,395	49.90%
Joliet	4,389	\$413,248	1,701	\$474,851	-	\$474,851	14.91%
Kankakee	2,168	\$204,129	761	\$212,441	-	\$212,441	4.07%
Kaskaskia	1,815	\$170,892	954	\$266,319	-	\$266,319	55.84%
Kishwaukee	2,134	\$200,928	504	\$140,697	50,185.00	\$190,882	-5.00%
Lake County	4,146	\$390,368	1,146	\$319,917	50,933.00	\$370,850	-5.00%
Lake Land	1,993	\$187,652	1,011	\$282,231	-	\$282,231	50.40%
Lewis and Clark	2,455	\$231,151	307	\$85,702	133,891.00	\$219,593	-5.00%
Lincoln Land	2,915	\$274,463	837	\$233,657	27,083.00	\$260,740	-5.00%
Logan	2,099	\$197,632	1,054	\$294,235	-	\$294,235	48.88%
McHenry	2,136	\$201,116	935	\$261,014	-	\$261,014	29.78%
Moraine	5,284	\$497,517	2,085	\$582,048	-	\$582,048	16.99%
Morton	2,416	\$227,479	1,220	\$340,575	-	\$340,575	49.72%
Oakton	2,498	\$235,200	569	\$158,842	64,598.00	\$223,440	-5.00%
Parkland	3,319	\$312,502	1,330	\$371,283	-	\$371,283	18.81%
Prairie State	3,085	\$290,469	1,213	\$338,621	-	\$338,621	16.58%
Rend Lake	1,173	\$110,444	602	\$168,054	-	\$168,054	52.16%

Richland	1,644	\$154,791		651	\$181,733		-	\$181,733	17.41%
Rock Valley	3,583	\$337,359		696	\$194,295		126,196.00	\$320,491	-5.00%
Sandburg	1,365	\$128,522		441	\$123,110		-	\$123,110	-4.21%
Sauk Valley	1,106	\$104,136		623	\$173,917		-	\$173,917	67.01%
Shawnee	993	\$93,496		346	\$96,589		-	\$96,589	3.31%
South Suburban	4,060	\$382,271		2,415	\$674,171		-	\$674,171	76.36%
Southeastern	787	\$74,100		396	\$110,547		-	\$110,547	49.19%
Southwestern	5,448	\$512,958		3,580	\$999,392		-	\$999,392	94.83%
Spoon River	696	\$65,532		170	\$47,457		14,798.00	\$62,255	-5.00%
Triton	4,040	\$380,388		1,425	\$397,803		-	\$397,803	4.58%
Waubensee	2,938	\$276,628		950	\$265,202		-	\$265,202	-4.13%
Wood	1,197	\$112,704		361	\$100,777		6,292.00	\$107,069	-5.00%
Totals	132,225	\$12,449,693		44,597	\$12,449,693		\$2,151,933	\$14,601,627	
Pell Rate		\$94.16			\$279.16				



Youth Technology Corps, NFP, Inc.
1055 W. Bryn Mawr
Suite F- 218
Chicago, IL 60660
info@ytcorgs.org

July 25, 2016

To: Morton College Board Of Trustees
From: David N. Finkel, Director, Morton East Cyber Service
President/Founder Youth Technology Corps
Re: Cyber Service/YTC Proposals to Morton College
Background

Thank you for this opportunity to present to the board. My name is David Finkel and I started the Cyber Service at Morton East in 1997 teaching students IT skills as they refurbished computers which they donated to the Cicero-Berwyn community and others.

In 2000, Cyber Service students brought computers to Durango, Mexico to the home towns of three of our students. Morton East began hosting Durango students and teachers here in 2004. This has become a 17 year collaboration.

Over the years Cyber Service students have gone on to careers both in and out of the computer industry. Our alumni include a Stanford graduate now a senior computer engineer for Adobe, a PhD in Bio-electronics, a PhD in Physics at U of I Champaign and many others. Many more have gone to Morton College.

The Cyber Service became the founding club of the Youth Technology Corps as the Cyber Service concept grows in acceptance.

I am excited to bring two proposals to Morton College. 1. Morton College computer science students will mentor and teach Cyber Service students and 2. A first step in collaboration between Morton College and a Durango University, a short teacher exchange for the 2016-17 school year.

During the last 19 years we have received wonderful support from the entire school community, including Mr. Belcaster while he was at East, and including the superintendent down to classroom aides. We look forward to Morton College joining with us to build more connections in our effort to expand our youth's knowledge and horizons in a global, digital world.

Morton East and Cicero are my professional home.

Thank you.

Melissa Mollett

From: Stan Fields
Sent: Monday, July 18, 2016 3:39 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: President's Report

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 18, 2016 at 3:31:19 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: President's Report

Please add as part of the President's report: **Mesirow Insurances Services joins Alliant Insurance Services**

- Mesirow Insurance Services (MIS) will be joining Alliant Insurance Services to create an even more powerful Midwest presence. Alliant is one of the leading insurance brokerage firms in the country, and provides the opportunity for Mesirow Insurance to excel on a national platform, while maintaining the talented team of professionals and carefully curated client base.
- Mesirow Insurance Services will serve as Alliant's Midwest hub and continue to operate under its existing corporate structure, with the entire MIS leadership team and division employees joining Alliant. In addition, MIS will continue to operate satellite offices throughout Illinois and in Denver.
- Alliant Insurance is one of the leading insurance brokerage firms in the US and has more than 2,300 employees in 80+ offices with over \$900 million in revenue, and serves more than 26,000 clients nationwide. Much like us, Alliant is largely employee-owned—over 40% owned by management and employees—and has been consistently led by a strong management team.
- Clients will benefit from broader geographic coverage with specialized expertise and capabilities. MIS and Alliant are a perfect fit—we share a strategic vision for excellence in mid-market client service, and Alliant reflects the entrepreneurial culture and high standard for quality that our clients and employees expect.

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

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MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO.
527 COOK COUNTY, ILLINOIS

Minutes for the Regular Board Meeting

Wednesday, June 20, 2016

1. Call to Order

The Regular Meeting of the Board of Trustees of Illinois Community College District No. 527 was called to order by Board Chair Anthony Martinucci at 11:10 a.m. on Wednesday, June 20, 2016 in the Morton College Board Room (221-B).

2. Roll Call

Present:

Frank J. Aguilar, Secretary
Joseph J. Belcaster, Trustee
Jose A. Collazo, Trustee
Melissa Cundari, Vice Chair
Anthony Martinucci, Chair
Frances Reitz, Trustee
Andrea Chavarria, Advisory Student Member

Absent:

Susan L. Banks, Trustee

Also Present:

Dr. Stanley Fields, President
Michael Del Galdo, Attorney-Del Galdo Law Group, LLC

After roll call, Chair Martinucci had a moment of silence for the Orlando Tragedy.

3. Citizen Comments

There were none.

4. Recognition

There were none.

5. Correspondence

There were none.

6. Reports

6.1 ICCTA/ACCT

There were none.

6.2 Student Member-Andrea Chavarria

Advisory Voting Member Chavarria gave the monthly report of student programs and activities.

June 2nd-4th Student Member Chavarria attended her first ICCB Student Leadership Institute

June 15th SAO hosted bubble soccer in the courtyard with radio station, B96

6.3 Friends of Morton Foundation – Information Only Report

Chair Martinucci stated that this report is submitted for information purposed only.

7. President's Report

7.1 Student Success Initiative

The board received a presentation from Marlena Avalos-Thompson, Cesar Jimenez, and Marie Ferro regarding the following topics:

- a. Address technology obstacles in Student Affairs
- b. Discuss an emerging student population that embraces technology
- c. Discuss the lack of Academic Advisors and Behavioral Health Support

7.2 Preschool Expansion

Morton College has been given funding for 80 additional fulltime preschool seats. We will be partnering with nearby school districts and get them the seats filled for the fall, as Morton College cannot accommodate addition children at this time.

7.3 HLC Visit

The HLC visit will take place on October 17 and 18, 2016. Keith McLaughlin has headed up the committee to collect and write the required assurance argument that must be completed no later than September 19, 2016. We have made progress over the past 6 months, and look forward to sharing this assurance agreement with the staff during the Fall In-Service on August 18, 2016.

7.4 Community Facilities Usage Report – Information Only Report

President Fields stated that this report is submitted for information purposed only.

8. Closed Session

Vice Chair Cundari moved to approve a recess to Closed Session to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity pursuant to 5 ILCS 120/2(c)(1), collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to 5 ILCS 120/2(c)(2), a student disciplinary case pursuant to 5 ILCS 120/2(c)(9), and to consider litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or

imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting pursuant to 5 ILCS 120/2(c)(11).

Trustee Collazo seconded the motion.

Advisory Vote-Student Member Chavarria: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, and Reitz. Nays: None. Absent: Trustee Banks. Motion Carried.

Recess: The Board recessed to the Office of the President for Closed Session at 12:00 p.m.

Reconvening: The Regular Meeting was reconvened at 1:15 p.m. by Chair Martinucci. Upon Roll Call, the following were found present: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, Reitz, and Advisory Voting Student Member Chavarria. Absent: Trustee Banks.

9. Consent Agenda

9.1 Approval of the Consent Agenda

The following statement was read to the Trustees:

Items may be removed from the consent agenda on the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Board.

Vice Chair Cundari made a motion to remove the following agenda items from the consent agenda and table the agenda items until the July Board Meeting:

- 9.15 Approval of the furniture purchase for the Student Commons on state contract at a cost not to exceed \$71,525.26 from KI Furniture Inc.**
- 9.22 Approval of the purchase of furniture for the Student Union Lounge Area on state contract at a cost not to exceed \$35,470.55 from Office Depot Business Services Division**
- 9.23 Approval of the purchase of furniture for the Student Union on state contract at a cost not to exceed \$30,827.50 from KI Furniture Inc.**
- 9.25 Approval of the compensation for non-union employees for FY17, total amount \$131,012.07**

Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Chavarria: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, and Reitz. Nays: None. Absent: Trustee Banks. Motion Carried.

Vice Chair Cundari made a motion to approve the revised consent agenda's items listed below, and Trustee Collazo seconded the motion.

Advisory Vote-Student Member Chavarria: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, and Reitz. Nays: None. Absent: Trustee Banks. Motion Carried.

- 9.2 Approval of the Minutes of Regular Meeting held on May 25, 2016
- 9.3 Approval of the Minutes of the Closed Meeting held on May 25, 2016
- 9.4 Approval and Ratification of Accounts Payable and Payroll (\$3,373,315), and Budget Transfers (\$91,711) for the month of April 2016
- 9.5 Approval of the Monthly Financial Report-April 2016 be received and filed for Audit
- 9.6 Approval of the Treasurer's Report - April 2016 be received and filed for Audit
- 9.7 Approval of the public display of the tentative annual budget for the fiscal year 2017 and the accompanying public notice
- 9.8 Approval of the continued institutional membership in the National Association of College Stores (NACS) for Fiscal Year 2017, which requires payment of a \$550 membership fee
- 9.9 Approval of the continued Institutional Membership for the Illinois Community College Trustees Association in the amount of \$10,928 for Fiscal Year 2017
- 9.10 Approval of the premium for liability insurance coverage from Illinois Community College Risk Management Consortium in the amount of \$214,121.00 for the Fiscal Year 2017
- 9.11 Approval of tutoring services in the individual learning center not to exceed 7,300 hours for FY 2017 as submitted
- 9.12 Approval of the resolution adopting the prevailing wage rates for laborers, workers, and mechanics employed on public works of Community College District No. 527, Morton College, County of Cook, State of Illinois, as submitted
- 9.13 Approval to submit the FY 2018 Capital Resource Allocation Management Program (RAMP) request. Morton College's responsibility not to exceed 25% of cost
- 9.14 Approval of the furniture purchase for Lecture Halls 105C & 106C on state contract at a cost not to exceed \$73,398.38 from KI Furniture Inc.
- 9.16 Approval of the Transfer Admission Guarantee (TAG) Agreement between Morton College and University of Illinois at Chicago, Effective Fall 2016 Semester, as submitted
- 9.17 Approval of the maintenance agreement renewals with Ellucian Partner for various components of the enterprise resource planning system in the amount of \$303,525 for FY2017
- 9.18 Approval of the Agreement with SWC Technology Partners for Cisco Hardware replacement and onsite support in the amount not to exceed \$64,831.00 for FY 2017
- 9.19 Approval of an Agreement with SWC Technology Partners for Cisco hardware replacement in the 252C switch closet and onsite support in the amount not to exceed \$80,000 for FY 2017
- 9.20 Approval of the annual Agreement for Blackboard Learning System Institutional License (blackboard course delivery) for unlimited accounts in the amount of \$34,271.50 for FY 2017 from Blackboard, Inc., a sole vendor
- 9.21 Approval of the Faculty Assignment/Employment Report for Summer Semester 2016 not to exceed the amount of \$560,000.00 as submitted, pending additional class cancellations and/or additions
- 9.24 Full-time Employment Report, Julian Romero-Custodian, effective June 21, 2016
Classified Staff Full-time
- 9.26 Approval of the Classified Staff Handbook for Morton College beginning FY 2017 as submitted
- 9.27 Approval of the creation of a new, professional position - Student Success Center Manager, Effective June 20, 2016 as submitted
- 9.28 Approval of the reorganization of the Morton College administration and staff effective July 1, 2016 as submitted

9.28.1 One (1) Admissions and Records Clerk position be converted and

- reallocate as one (1) Academic Advisor position
- 9.28.2 The position of Student Success Center Manager be create
- 9.28.3 The responsibilities of admission and records be transferred from the Financial Aid Director to the Registrar
- 9.28.4 Marlena Avalos-Thompson assume the duties of Registrar
- 9.29 Approval of the recommendation of the Reclassification Review Committee for six (6) Local 1600- Classified Staff Federation Employees: Eileen Bonin, Michelle Herrera, Debra Kupec, Eugene Suire, Caroline Johnson, Richard Pawlak, as submitted, effective July 1, 2016, Total Costs in the 1st year: \$11,602.00
- 9.30 Approval of the Adoption of the Revised Board Policy 2.10, College Business Travel introduced at the May Board Meeting
- 9.31 Approval of the Adoption of the New Board Policy 1.6.7, Attendance by Other Means than Physical Presence, introduced at the May Board Meeting
- 9.32 Introduction of Revised Board Policy 8.3, Reimbursement for Travel Expenses, for adoption at the July Board Meeting
- 9.33 Approval of a Last Chance Agreement between Morton College and Steve Calzaretta
- 9.34 Approval of the job description changes for the position of Executive Director of Operations/Inspector General effective July 1, 2016 as submitted

10. Personnel Action Items

- 10.1 Approval of the following Administration Employment Agreements for the period of July 1, 2016 to June 30, 2017
 - 10.1.1 Dr. Magda Banda, Director of Institutional Research of Morton College, \$81,738.00
 - 10.1.2 Jennifer Butler, of Director of Library and Hawthorne Museum of Morton College, \$81,287.00
 - 10.1.3 Dr. Ellen Crowe, Dean of Careers and Technical Education of Morton College, \$103,796.00
 - 10.1.4 Susan Felice, Director of Continuing Education of Morton College, \$74,315.00
 - 10.1.5 Yolanda Freemon, Director of Financial Aid of Morton College, \$82,077.00
 - 10.1.6 William Jacklin, Athletic Director of Morton College, \$83,400.00
 - 10.1.7 Jeremy Joslin, Associate Dean of Arts & Sciences of Morton College, \$79,950.00
 - 10.1.8 Jeri Machino, Director of Deskside Services of Morton College, \$102,680.00
 - 10.1.9 Keith McLaughlin, Vice President of Institutional Effectiveness and Planning of Morton College, \$123,106.00
 - 10.1.10 Hector Munoz, Associate Dean of Instruction of Morton College, \$83,656.00
 - 10.1.11 Anna Nakashima, Assistant Dean of Adult Education, Community Programming/Outreach of Morton College, \$70,513.00
 - 10.1.12 Dr. Tyra Ousley, Director of Nursing Programs of Morton College; \$95,000.00
 - 10.1.13 Dr. Tom Pierce, Dean of Continuing Education of Morton College, \$93,825.00
 - 10.1.14 John Potempa, Director of Facilities & Operations of Morton College, \$110,171.00
 - 10.1.15 Anthony Ray, Executive Director of Human Resources of Morton College, \$141,413.00
 - 10.1.16 Derek Shouba, Dean of Arts & Sciences of Morton College, \$108,404.00
 - 10.1.17 Marisol Velazquez, Director of Student Activities of Morton College, \$68,481.00
 - 10.1.18 Dr. Frances Wedge, Director of Physical Therapist Assistant Program of

Morton College, \$91,169.00
10.1.19 Marlena Avalos-Thompson, Registrar of Morton College, \$75,726.00
10.1.20 Frank Marzullo, Executive Director of Operations/Inspector General of Morton College, \$145,000.00

Vice Chair Cundari made a motion to table the agenda items 10.1-10.1.20 until the July Board Meeting.

Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Chavarria: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, and Reitz. Nays: None. Absent: Trustee Banks. Motion Carried.

11. New Business Action Items

11.1 Approval of the settlement of litigation and the execution of Settlement Agreement in the case of Amer Mostafa v. Morton College.

There is nothing for the board of trustees to approval at this time.

12. Meeting Evaluation

There were none.

13. Adjournment

Trustee Belcaster moved to adjourn the Regular Meeting of the Board. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Chavarria: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, and Reitz. Nays: None. Absent: Trustee Banks.

Motion Carried.

This meeting was adjourned at 1:52 p.m.

Anthony R. Martinucci, Board Chair

Frank J. Aguilar, Board Secretary

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 2:33 PM
To: Melissa Mollett
Cc: Maria Anderson; David Gonzalez
Subject: Fwd: Action Item 8.1 for 7/25/16 Board Meeting
Attachments: Board AS Totals 5-31-16.pdf; ATT00001.htm

Ok

Begin forwarded message:

From: "Mireya Perez" <mireya.perez@morton.edu>
To: "Stan Fields" <stan.fields@morton.edu>
Cc: "Melissa Mollett" <melissa.mollett@morton.edu>, "Maria Anderson" <maria.anderson@morton.edu>
Subject: FW: Action Item 8.1 for 7/25/16 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF MAY 2016 IN THE AMOUNT OF \$2,726,819 AND BUDGET TRANSFERS IN THE AMOUNT OF \$110,895 AS SUBMITTED.

Rationale: [Required by Chapter 110, ACT 805, Section 3-27 of the Illinois Compiled Statues]

Attachments: Resolution, Accounts Payable and Payroll Records

Thanks,

*Mireya Perez
Director of Business Services
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: David Gonzalez
Sent: Thursday, July 14, 2016 11:07 AM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: FW: Action Item 8.1 for 7/25/16 Board Meeting

Mireya,

Reviewed and good to send.

David

Hello David,

I am forwarding the board packet for May's board meeting please review and let me know if you have any questions.

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF MAY 2016 IN THE AMOUNT OF \$2,726,819 AND BUDGET TRANSFERS IN THE AMOUNT OF \$110,895 AS SUBMITTED.

Rationale: [Required by Chapter 110, ACT 805, Section 3-27 of the Illinois Compiled Statutes]

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,

Suzanna Raigoza
Accountant
Morton College
3801 S Central Ave
Cicero, IL 60804
P: 708-656-8000 ext 2305
F: 708-656-3194

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of May, 2016 be approved and/or ratified in the amount of \$2,726,819 as listed on the attached sheet and supported by vouchers, invoices, purchase orders, and payroll registers, made available and referred to as necessary, and summarized as follows:

Current Funds (01),

Cash Disbursements -		
Monthly	05/31/2016	718,596
Payroll	05/15/2016	680,415
Payroll	05/31/2016	609,293
Student Refunds	05/31/2016	<u>324,900</u>
		2,333,204

O&M Restricted Fund (03)

Cash Disbursements -		
Monthly	05/31/2016	<u>393,615</u>
TOTAL ALL FUNDS		<u><u>\$2,726,819</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$110,895 be approved as outlined on the attached Journal No. 1-6 entry dates attached hereto.

AND BE IT FURTHER RESOLVED THAT the treasurer of Morton College is hereby authorized and directed to make payments as listed and/or summarized above.

PASSED this 25th day of July by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

	Account Number	Description	Increase	Decrease
1	06-1030-99120-580600000	Carl Perkins Grant : Equipment-Instr		24,000
	06-1030-99120-530800000	Carl Perkins Grant : Instr Serv Contracts	24,000	
	06-1030-99120-580600000	Carl Perkins Grant : Equipment-Instr		49,650
	06-1030-99120-540100200	Carl Perkins Grant : Instr Supplies	49,650	
2	01-6040-60202-550900005	Athletic Administration : Lodging	2,000	
	01-6040-60202-560100000	Athletic Administration : Rental-Facilities		2,000
3	01-1010-10102-530800000	Art : Instr Serv Contracts		1,000.00
	01-1010-10102-540100200	Art : Instr Supplies	1,000	
4	01-1010-10102-510800000	Art : Student Employees	1,500	
	01-1010-10102-540100200	Art : Instr Supplies		1,500
5	10-0000-95244-490000020	Science Club : Misc Revenue		200
	10-0000-95244-590900000	Science Club : Other Expenditures	200	
6	01-6040-60202-530400000	Athletic Administration : Maintenance Services	29,095	
	01-6040-60202-560100000	Athletic Administration : Rental-Facilities		12,000
	01-6040-60202-550400005	Athletic Administration : Recruitment		300
	01-6040-60202-550100020	Athletic Administration : Transportation		8,000
	01-6040-60202-550100015	Athletic Administration : Meal Money		8,000
	01-6040-60202-540600005	Athletic Administration : Memberships		795
	01-6040-60202-540100900	Athletic Administration : Other Supplies	3,450.17	
	01-6040-60202-550900010	Athletic Administration : Tournament Fees		1,974.00
	01-6040-60202-550900005	Athletic Administration : Lodging		1,476.17
		Total	110,895.17	110,895.17

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Amount	Disc Amount	Check Amount
0056214	05/02/16	Void	0181747	Fred R. Morton							
0056215	05/06/16	Recon	0166304	A.W.E.S.O.M.E. Pest Serv	V0074812	05/02/16		240.00			240.00
								240.00			240.00
0056216	05/06/16	Recon	0000982	ACCT	V0074856	05/04/16		4,185.00			4,185.00
								4,185.00			4,185.00
0056217	05/06/16	Recon	0002444	Aerial Bouquets	V0074840	05/04/16		174.24			174.24
								174.24			174.24
0056218	05/06/16	Recon	0002490	All About Education	V0074804	05/02/16		250.00			250.00
								250.00			250.00
0056219	05/06/16	Recon	0111175	Louis P. Alvarado	V0071382	02/16/16		875.00			875.00
								875.00			875.00
0056220	05/06/16	Recon	0156791	Apprize Promotional Prod	V0074832	05/03/16		1,126.00			1,126.00
								1,126.00			1,126.00
0056221	05/06/16	Recon	0160670	Dr. Yesenia N. Avalos	V0074861	05/04/16		110.78			110.78
								110.78			110.78
0056222	05/06/16	Recon	0181566	Michael E. Brown	V0074827	05/03/16		150.00			150.00
								150.00			150.00
0056223	05/06/16	Recon	0166207	BSA	V0074800	04/29/16		2,195.10			2,195.10
					V0074801	04/29/16		3,323.44			3,323.44
								5,518.54			5,518.54
0056224	05/06/16	Recon	0000995	Bureau Water/Sewer Town	V0074843	05/04/16		881.11			881.11
					V0074844	05/04/16		1,166.87			1,166.87
					V0074845	05/04/16		177.44			177.44
					V0074846	05/04/16		177.44			177.44
					V0074847	05/04/16		177.44			177.44
								2,580.30			2,580.30
0056225	05/06/16	Recon	0170230	CABL	V0074806	05/02/16		150.00			150.00
								150.00			150.00

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0056226	05/06/16	Recon	0182117	Matthew Carl	V0074707 V0074758	04/27/16 04/28/16		1,500.00 846.58		1,500.00 846.58
								2,346.58		2,346.58
0056227	05/06/16	Recon	0000924	Mr. Craig F. Casey	V0074833	05/03/16		118.46		118.46
								118.46		118.46
0056228	05/06/16	Recon	0001555	CESI	V0074825	05/03/16		2,520.00		2,520.00
								2,520.00		2,520.00
0056229	05/06/16	Recon	0001195	Cintas Corporation	V0074811	05/02/16		50.87		50.87
								50.87		50.87
0056230	05/06/16	Recon	0001009	College of DuPage	V0074917 V0074918	05/05/16 05/05/16		1,019.15 1,222.98		1,019.15 1,222.98
								2,242.13		2,242.13
0056231	05/06/16	Recon	0007811	Creavityity	V0074857	05/04/16		1,320.00		1,320.00
								1,320.00		1,320.00
0056232	05/06/16	Recon	0182685	Crowd Signs	V0074839	05/03/16		70.00		70.00
								70.00		70.00
0056233	05/06/16	Recon	0168899	Dr. Ellen U. Crowe	V0074730	04/27/16		16.54		16.54
								16.54		16.54
0056234	05/06/16	Recon	0000765	Ms. Kabria A. Cummings	V0074569 V0074794	04/22/16 04/29/16		40.00 64.83		40.00 64.83
								104.83		104.83
0056235	05/06/16	Recon	0019085	Ms Nereida De la Torre	V0074809 V0074853	05/02/16 05/04/16		31.34 35.91		31.34 35.91
								67.25		67.25
0056236	05/06/16	Recon	0181074	Marco De Santiago	V0070970	01/28/16		700.00		700.00
								700.00		700.00
0056237	05/06/16	Recon	0182697	Enjoy CPR	V0074810	05/02/16		840.00		840.00
								840.00		840.00

12 Jul 2016
13:36

ACCOUNTS PAYABLE CHECK REGISTER
Period 05/01/2016 - 05/31/2016

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0056238	05/06/16	Recon	0079155	Dr. Stanley S. Fields	V0074872	05/05/16		65.18		65.18
								65.18		65.18
0056239	05/06/16	Recon	0001180	First Student Inc	V0074819	05/03/16		625.00		625.00
								625.00		625.00
0056240	05/06/16	Recon	0000724	Mr. Brian R. Gilligan	V0074802	04/29/16		150.00		150.00
								150.00		150.00
0056241	05/06/16	Recon	0162012	David E. Gomez	V0074816	05/03/16		45.00		45.00
								45.00		45.00
0056242	05/06/16	Recon	0001001	Got Laundry Chicago?, In	V0074795	04/29/16		101.00		101.00
								101.00		101.00
0056243	05/06/16	Recon	0000805	Ms Jamie M. Halmon	V0074606	04/25/16		15.38		15.38
								15.38		15.38
0056244	05/06/16	Recon	0000805	Ms Jamie M. Halmon	V0074792	04/29/16		17.40		17.40
								17.40		17.40
0056245	05/06/16	Recon	0001052	Harper College	V0074790	04/29/16		1,531.25		1,531.25
								1,531.25		1,531.25
0056246	05/06/16	Recon	0001068	ILLCO, Inc.	V0074797	04/29/16		829.54		829.54
					V0074798	04/29/16		732.96		732.96
								1,562.50		1,562.50
0056247	05/06/16	Recon	0060105	Mr. Michael Jonas	V0074799	04/29/16		518.79		518.79
								518.79		518.79
0056248	05/06/16	Recon	0003157	Mrs. Toulas D. Kelikian	V0074759	04/28/16		1,506.96		1,506.96
								1,506.96		1,506.96
0056249	05/06/16	Recon	0155796	Jolanta Kunickaite	V0074817	05/03/16		45.00		45.00
								45.00		45.00

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Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0056250	05/06/16	Recon	0001673	M.L. Plumbing LLC.	V0074829 V0074830	05/03/16 05/03/16		850.00 1,621.30 2,471.30		850.00 1,621.30 2,471.30
0056251	05/06/16	Recon	0181809	Michael Malczewski	V0074612	04/25/16		307.24 307.24		307.24 307.24
0056252	05/06/16	Recon	0000826	Mr. Thomas C. Malesky	V0074793	04/29/16		230.00 230.00		230.00 230.00
0056253	05/06/16	Recon	0023364	Nichole Melka	V0074813	05/02/16		150.00 150.00		150.00 150.00
0056254	05/06/16	Recon	0182621	Mayumi Miyazaki	V0074757	04/28/16		550.00 550.00		550.00 550.00
0056255	05/06/16	Recon	0061069	Hector L. Munoz	V0071300	02/10/16		1,112.50 1,112.50		1,112.50 1,112.50
0056256	05/06/16	Recon	0163503	NCMPR	V0074568	04/22/16		225.00 225.00		225.00 225.00
0056257	05/06/16	Recon	0111554	Samantha Nieves	V0074831	05/03/16		300.00 300.00		300.00 300.00
0056258	05/06/16	Recon	0000825	Dr. Dante J. Orfei	V0074858 V0074859 V0074860	05/04/16 05/04/16 05/04/16		3,866.00 440.00 81.36 4,387.36		3,866.00 440.00 81.36 4,387.36
0056259	05/06/16	Recon	0002406	Paisans Pizza	V0074521 V0074803 V0074820 V0074821 V0074835	04/21/16 05/02/16 05/03/16 05/03/16 05/03/16		55.00 1,064.00 41.09 200.00 115.00 1,475.09		55.00 1,064.00 41.09 200.00 115.00 1,475.09
0056260	05/06/16	Outst	0164461	Alfredo Palafox	V0074838	05/03/16		16.00 16.00		16.00 16.00

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GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0056261	05/06/16	Recon	0002689	Jesse Palencia	V0074837	05/03/16		600.00		600.00
								600.00		600.00
0056262	05/06/16	Recon	0002100	PaperDirect	V0074836	05/03/16		419.96		419.96
								419.96		419.96
0056263	05/06/16	Recon	0000820	Ms. Tsonka I. Pencheva	V0074754	04/28/16		116.44		116.44
								116.44		116.44
0056264	05/06/16	Recon	0001621	ProLiteracy Membership P	V0074760	04/28/16		99.00		99.00
								99.00		99.00
0056265	05/06/16	Recon	0175342	Royal Publishing	V0074567	04/22/16		690.00		690.00
								690.00		690.00
0056266	05/06/16	Recon	0000797	Mr. Ruben V. Ruiz	V0074807	05/02/16		128.84		128.84
								128.84		128.84
0056267	05/06/16	Recon	0162696	Amanda A. Shelton	V0074815	05/03/16		45.00		45.00
								45.00		45.00
0056268	05/06/16	Recon	0001175	UPS	V0074841	05/04/16		30.71		30.71
					V0074842	05/04/16		54.85		54.85
								85.56		85.56
0056269	05/06/16	Recon	0157650	Vara-Light Lighting Cont	V0074826	05/03/16		396.00		396.00
								396.00		396.00
0056270	05/06/16	Recon	0161212	WSCCI	V0074786	04/29/16		500.00		500.00
								500.00		500.00
0056271	05/06/16	Recon	0163878	WSSRA	V0074566	04/22/16		300.00		300.00
								300.00		300.00
0056283	05/13/16	Recon	0000966	A & M Parts	V0074618	04/26/16	B0001828	110.18		110.18
					V0074619	04/26/16	B0001828	9.22		9.22
					V0074620	04/26/16	B0001828	27.31		27.31
					V0074621	04/26/16	B0001828	17.16		17.16
					V0074622	04/26/16	B0001828	36.77		36.77

12 Jul 2016
13:36

ACCOUNTS PAYABLE CHECK REGISTER
Period 05/01/2016 - 05/31/2016

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0056294	05/13/16	Recon	0169371	Clay-King.Com, Inc.	V0074937	05/06/16	B0001811	106.89		106.89
0056295	05/13/16	Recon	0158290	Coast to Coast Computer	V0074874	05/05/16	B0001866	1,978.00		1,978.00
					V0074936	05/06/16	B0001866	204.00		204.00
					V0074973	05/10/16	B0001866	188.50		188.50
					V0074974	05/10/16		114.00-		-114.00
					V0075026	05/11/16	B0001866	172.00		172.00
								2,428.50		2,428.50
0056296	05/13/16	Recon	0001752	Comcast Cable	V0075127	05/12/16	B0001709	214.90		214.90
								214.90		214.90
0056297	05/13/16	Recon	0001676	Del Galdo Law Group, LLC	V0075126	05/12/16	B0001741	9,534.12		9,534.12
								9,534.12		9,534.12
0056298	05/13/16	Recon	0000989	Dick Blick	V0074879	05/05/16	B0001817	176.02		176.02
								176.02		176.02
0056299	05/13/16	Recon	0001333	Direct Fitness Solutions	V0075117	05/12/16	P0004342	5,002.44		5,002.44
								5,002.44		5,002.44
0056300	05/13/16	Recon	0182521	Emergency Medical Produc	V0074919	05/06/16	P0004373	211.70		211.70
					V0074920	05/06/16	P0004356	2,025.05		2,025.05
					V0074922	05/06/16	P0004356	3,200.00		3,200.00
					V0074957	05/09/16	P0004356	2,151.25		2,151.25
					V0074975	05/10/16	P0004373	509.25		509.25
								8,097.25		8,097.25
0056301	05/13/16	Recon	0001029	Fed Ex	V0074976	05/10/16	B0001706	17.46		17.46
					V0075028	05/11/16	B0001706	8.70		8.70
								26.16		26.16
0056302	05/13/16	Recon	0001001	Got Laundry Chicago?, In	V0075034	05/11/16	B0001766	436.00		436.00
								436.00		436.00
0056303	05/13/16	Recon	0001381	Home Depot/GECF	V0074950	05/06/16	B0001863	68.34		68.34
								68.34		68.34

12 Jul 2016
13:36

ACCOUNTS PAYABLE CHECK REGISTER
Period 05/01/2016 - 05/31/2016

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0056304	05/13/16	Recon	0001827	Illinois Dept of Central	V0075035	05/11/16	B0001727	498.55		498.55
								498.55		498.55
0056305	05/13/16	Recon	0001775	Jostens	V0074938	05/06/16	B0001851	30.10		30.10
					V0075036	05/11/16	B0001851	12.35		12.35
					V0075037	05/11/16	B0001851	12.35		12.35
					V0075038	05/11/16	B0001851	67.50		67.50
					V0075039	05/11/16	B0001851	1,222.75		1,222.75
					V0075040	05/11/16	B0001851	15.80		15.80
								1,360.85		1,360.85
0056306	05/13/16	Recon	0001890	Konica Minolta Bus Solut	V0074948	05/06/16	B0001841	5.41		5.41
					V0075043	05/11/16	B0001841	1.85		1.85
					V0075044	05/11/16	B0001841	83.89		83.89
					V0075045	05/11/16	B0001841	3.66		3.66
								94.81		94.81
0056307	05/13/16	Recon	0002233	Konica Minolta Premier F	V0075046	05/11/16	B0001869	121.92		121.92
								121.92		121.92
0056308	05/13/16	Recon	0002233	Konica Minolta Premier F	V0074977	05/10/16	B0001869	246.38		246.38
								246.38		246.38
0056309	05/13/16	Recon	0002233	Konica Minolta Premier F	V0074876	05/05/16	B0001869	93.49		93.49
								93.49		93.49
0056310	05/13/16	Recon	0002233	Konica Minolta Premier F	V0074877	05/05/16	B0001869	134.92		134.92
								134.92		134.92
0056311	05/13/16	Recon	0001559	Krueger International In	V0074875	05/05/16	P0004329	1,692.80		1,692.80
								1,692.80		1,692.80
0056312	05/13/16	Recon	0155683	Litho Type II, LLC	V0074878	05/05/16	B0001814	362.00		362.00
								362.00		362.00
0056313	05/13/16	Recon	0001299	McMaster-Carr	V0075092	05/12/16	P0004362	820.58		820.58
					V0075113	05/12/16	P0004376	294.07		294.07
								1,114.65		1,114.65
0056314	05/13/16	Recon	0001763	Mecor, Inc.	V0075696	05/12/16	B0001859	169.50		169.50

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0056315	05/13/16	Recon	0001289	Menards	V0075697	05/12/16	B0001864	436.50		436.50
								606.00		606.00
0056316	05/13/16	Recon	0001289	Menards	V0074958	05/09/16	B0001647	75.70		75.70
								75.70		75.70
0056317	05/13/16	Recon	0001792	Meyer Physical Therapy	V0074880	05/05/16	P0004330	68.61		68.61
								68.61		68.61
0056318	05/13/16	Recon	0002680	Midwest HRS LLC	V0075057	05/11/16	B0001696	455.00		455.00
								455.00		455.00
0056319	05/13/16	Recon	0003270	Jesse L. Morgan	V0074881	05/05/16	B0001873	1,750.00		1,750.00
								1,750.00		1,750.00
0056320	05/13/16	Recon	0181747	Fred R. Morton	V0074805	05/02/16	B0001856	540.00		540.00
								540.00		540.00
0056321	05/13/16	Recon	0001122	Office Depot	V0074882	05/05/16	B0001725	17.88		17.88
								17.88		17.88
0056322	05/13/16	Recon	0171281	Oriental Trading Company	V0075079	05/11/16	B0001795	106.49		106.49
					V0075080	05/11/16	B0001795	53.99		53.99
								160.48		160.48
0056323	05/13/16	Recon	0001932	PepBoys	V0074883	05/05/16	B0001872	15.00		15.00
					V0074884	05/05/16	B0001872	1.17		1.17
								16.17		16.17
0056324	05/13/16	Recon	0169197	Porter Pipe & Supply Co.	V0074885	05/05/16	P0004345	170.43		170.43
								170.43		170.43
0056325	05/13/16	Void	0002411	Republic Services #710	V0074979	05/10/16	B0001867	2,124.88		2,124.88
								2,124.88		2,124.88
0056326	05/13/16	Recon	0001141	Sam's Club			B0001867			
			0182400	Ronald J. Saviano	V0075120	05/12/16	B0001876	465.00		465.00
								465.00		465.00

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0056327	05/13/16	Recon	0156310	Scholar Buys LLC	V0075061	05/11/16	P0004343	108.25		108.25
								108.25		108.25
0056328	05/13/16	Recon	0066208	Angela M. Selk	V0074959	05/09/16	B0001705	99.00		99.00
								99.00		99.00
0056329	05/13/16	Recon	0001156	Smithereen Exterminating	V0074886	05/05/16	B0001645	165.00		165.00
								165.00		165.00
0056330	05/13/16	Recon	0158956	Sound Incorporated	V0074887	05/05/16	B0001883	673.00		673.00
								673.00		673.00
0056331	05/13/16	Recon	0157227	Staples Advantage	V0074888	05/05/16	B0001865	32.18		32.18
								32.18		32.18
0056332	05/13/16	Recon	0156769	Steve Weiss Music	V0074940	05/06/16	P0004344	122.25		122.25
								122.25		122.25
0056333	05/13/16	Recon	0001880	SWC Technology Partners	V0074941	05/06/16	B0001701	600.00		600.00
					V0074942	05/06/16	B0001679	19,100.00		19,100.00
								19,700.00		19,700.00
0056334	05/13/16	Recon	0001174	Veritiv Operating Compan	V0074889	05/05/16	B0001858	1,240.00		1,240.00
								1,240.00		1,240.00
0056335	05/13/16	Recon	0002314	Victory Media Group LTD	V0074890	05/05/16	B0001702	3,500.00		3,500.00
								3,500.00		3,500.00
0056336	05/13/16	Recon	0001406	Wex Bank	V0075062	05/11/16	B0001868	402.82		402.82
								402.82		402.82
0056337	05/13/16	Recon	0177607	YBP Library Services	V0074892	05/05/16	B0001812	514.82		514.82
					V0074894	05/05/16	B0001812	151.19		151.19
					V0074895	05/05/16	B0001812	41.00		41.00
					V0074896	05/05/16	B0001860	22.96		22.96
					V0074897	05/05/16	B0001812	89.00		89.00
					V0074898	05/05/16	B0001860	32.76		32.76
					V0074899	05/05/16	B0001812	85.00		85.00
					V0074902	05/05/16	B0001812	266.97		266.97

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					V0074903	05/05/16	B0001812	28.70		28.70
					V0074907	05/05/16	B0001812	34.95		34.95
					V0074908	05/05/16	B0001812	49.20		49.20
					V0074909	05/05/16	B0001812	16.36		16.36
					V0074910	05/05/16	B0001812	68.43		68.43
					V0074912	05/05/16	B0001812	24.56		24.56
					V0074913	05/05/16	B0001812	620.48		620.48
					V0074914	05/05/16	B0001812	85.12		85.12
					V0074924	05/06/16	B0001812	116.04		116.04
					V0074925	05/06/16	B0001812	332.28		332.28
					V0074926	05/06/16	B0001812	46.32		46.32
					V0074927	05/06/16	B0001812	356.81		356.81
					V0074928	05/06/16	B0001812	27.28		27.28
					V0074929	05/06/16	B0001812	51.06		51.06
					V0074930	05/06/16	B0001812	191.92		191.92
					V0074931	05/06/16	B0001812	159.52		159.52
					V0074932	05/06/16	B0001812	189.47		189.47
					V0074933	05/06/16	B0001812	611.16		611.16
					V0074934	05/06/16	B0001812	218.27		218.27
					V0074980	05/10/16	B0001860	60.00		60.00
					V0074981	05/10/16	B0001812	73.71		73.71
					V0074982	05/10/16	B0001812	51.66		51.66
					V0074983	05/10/16	B0001812	132.52		132.52
					V0074984	05/10/16	B0001812	40.96		40.96
					V0074985	05/10/16	B0001812	22.10		22.10
					V0074986	05/10/16	B0001812	121.00		121.00
					V0075064	05/11/16	B0001812	85.65		85.65
					V0075065	05/11/16	B0001812	227.44		227.44
					V0075066	05/11/16	B0001812	172.89		172.89
					V0075067	05/11/16	B0001812	64.32		64.32
					V0075068	05/11/16	B0001812	176.68		176.68
					V0075069	05/11/16	B0001812	50.45		50.45
					V0075070	05/11/16	B0001812	68.42		68.42
					V0075071	05/11/16	B0001812	33.84		33.84
								5,813.27		5,813.27
0056338	05/13/16	Recon	0168316	Allcomm Systems, Inc.	V0075012	05/11/16		150.00		150.00
								150.00		150.00
0056339	05/13/16	Recon	0101036	John G. Allen	V0074999	05/10/16		115.00		115.00
								115.00		115.00
0056340	05/13/16	Recon	0001342	American Sealcoating & M	V0075054	05/11/16		875.00		875.00
								875.00		875.00
0056341	05/13/16	Recon	0158629	Faviola D. Anaya	V0075006	05/10/16		62.68		62.68

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					V0075010	05/10/16		4.64		4.64
								67.32		67.32
0056342	05/13/16	Recon	0166663	Andrea Armatys	V0075019	05/11/16		26.46		26.46
								26.46		26.46
0056343	05/13/16	Recon	0000973	AT&T	V0074963	05/09/16		393.46		393.46
								393.46		393.46
0056344	05/13/16	Recon	0001953	AT&T Mobility	V0074965	05/09/16		333.81		333.81
								333.81		333.81
0056345	05/13/16	Recon	0166671	Cara A. Bonick	V0075076	05/11/16		45.00		45.00
								45.00		45.00
0056346	05/13/16	Recon	0181566	Michael E. Brown	V0074991	05/10/16		150.00		150.00
								150.00		150.00
0056347	05/13/16	Recon	0166207	BSA	V0075016	05/11/16		334.00		334.00
								334.00		334.00
0056348	05/13/16	Recon	0182499	Mary J. Buongiorno	V0075063	05/11/16		450.00		450.00
								450.00		450.00
0056349	05/13/16	Recon	0001466	CAIRS	V0075051	05/11/16		102.00		102.00
								102.00		102.00
0056350	05/13/16	Recon	0182683	Chado Urasenke Tankokai	V0075008	05/10/16		400.00		400.00
								400.00		400.00
0056351	05/13/16	Recon	0169435	Andrea G. Chavarria	V0075042	05/11/16		90.22		90.22
								90.22		90.22
0056352	05/13/16	Recon	0181564	Taylor A. Cisco Jr	V0075018	05/11/16		303.57		303.57
								303.57		303.57
0056353	05/13/16	Recon	0000859	Mr. Oscar L. Clay	V0075707	05/12/16		106.00		106.00
								106.00		106.00

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0056354	05/13/16	Recon	0175777	Crown Trophy	V0075052	05/11/16		10.00		10.00
								10.00		10.00
0056355	05/13/16	Recon	0000765	Ms. Kabria A. Cummings	V0074911 V0074996	05/05/16 05/10/16		43.86 40.00		43.86 40.00
								83.86		83.86
0056356	05/13/16	Recon	0019085	Ms Nereida De la Torre	V0074989	05/10/16		21.40		21.40
								21.40		21.40
0056357	05/13/16	Recon	0001333	Direct Fitness Solutions	V0074978 V0074987	05/10/16 05/10/16		75.00 606.44		75.00 606.44
								681.44		681.44
0056358	05/13/16	Recon	0070804	Francisco Dominguez	V0075041	05/11/16		600.00		600.00
								600.00		600.00
0056359	05/13/16	Recon	0182713	Aaron Fink	V0075000	05/10/16		115.00		115.00
								115.00		115.00
0056360	05/13/16	Recon	0000931	Mr. Juan M. Franco	V0074995	05/10/16		242.89		242.89
								242.89		242.89
0056361	05/13/16	Recon	0000724	Mr. Brian R. Gilligan	V0075005	05/10/16		107.98		107.98
								107.98		107.98
0056362	05/13/16	Recon	0011159	Heartland Cmty Coll	V0074945	05/06/16		375.00		375.00
								375.00		375.00
0056363	05/13/16	Recon	0182769	Hinsdale Nurseries	V0074946	05/06/16		470.00		470.00
								470.00		470.00
0056364	05/13/16	Recon	0158252	ICCSAA	V0075074	05/11/16		267.00		267.00
								267.00		267.00
0056365	05/13/16	Recon	0001068	ILLCO, Inc.	V0074939	05/06/16		161.49		161.49
								161.49		161.49

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0056366	05/13/16	Recon	0171373	Integrity Fitness	V0074988	05/10/16		360.00		360.00
								360.00		360.00
0056367	05/13/16	Recon	0001076	Jack's Rental	V0075055	05/11/16		819.98		819.98
								819.98		819.98
0056368	05/13/16	Recon	0000876	Ms. Nydia M. Jaimes	V0074994	05/10/16		9.13		9.13
								9.13		9.13
0056369	05/13/16	Recon	0007781	Robert Jenkins	V0074998	05/10/16		190.00		190.00
								190.00		190.00
0056370	05/13/16	Recon	0154108	Kone Inc.	V0075017	05/11/16		688.16		688.16
								688.16		688.16
0056371	05/13/16	Recon	0001559	Krueger International	In V0074966	05/09/16		284.00		284.00
								284.00		284.00
0056372	05/13/16	Recon	0003023	Ms. Karen Latham-William	V0074992	05/10/16		242.68		242.68
								242.68		242.68
0056373	05/13/16	Recon	0000826	Mr. Thomas C. Malesky	V0064408	07/30/15		1,000.00		1,000.00
								1,000.00		1,000.00
0056374	05/13/16	Recon	0001838	Masterview	V0074993	05/10/16		699.00		699.00
								699.00		699.00
0056375	05/13/16	Recon	0023364	Nichole Melka	V0074970	05/09/16		150.00		150.00
								150.00		150.00
0056376	05/13/16	Recon	0168068	Agnieszka J. Mendrok	V0075078	05/11/16		45.00		45.00
								45.00		45.00
0056377	05/13/16	Recon	0001093	MIDCO Inc	V0074947	05/06/16		150.00		150.00
								150.00		150.00
0056378	05/13/16	Recon	0001246	O'Reilly's Flowers & Par	V0075007	05/10/16		279.60		279.60
								279.60		279.60

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0056379	05/13/16	Recon	0002406	Paisans Pizza	V0074964 V0075009	05/09/16 05/10/16		55.00 459.96		55.00 459.96
								514.96		514.96
0056380	05/13/16	Recon	0182814	Rodeway Inn & Suites	V0075050	05/11/16		755.70		755.70
								755.70		755.70
0056381	05/13/16	Recon	0056628	Mr. Daniel B. Roman	V0074944	05/06/16		100.56		100.56
								100.56		100.56
0056382	05/13/16	Recon	0001967	Shaw Media	V0074893	05/05/16		177.36		177.36
								177.36		177.36
0056383	05/13/16	Recon	0161559	Michelle Sosa	V0075077	05/11/16		45.00		45.00
								45.00		45.00
0056384	05/13/16	Recon	0001547	Teaching Strategies Inc	V0075072	05/11/16		360.00		360.00
								360.00		360.00
0056385	05/13/16	Recon	0000886	Mrs. Maria G. Vargas	V0075033	05/11/16		90.88		90.88
								90.88		90.88
0056386	05/13/16	Recon	0182799	Bill Vincent	V0074997	05/10/16		190.00		190.00
								190.00		190.00
0056387	05/13/16	Recon	0164473	WebPT Inc	V0074828	05/03/16		99.00		99.00
								99.00		99.00
0056388	05/13/16	Recon	0169721	Will County Collector	V0074967 V0074968	05/09/16 05/09/16		48.00 638.13		48.00 638.13
								686.13		686.13
0056389	05/13/16	Recon	0003046	Karl H. Ziegler	V0061788 V0075059 V0075060	04/29/15 05/11/16 05/11/16		540.00 125.00 300.00		540.00 125.00 300.00
								965.00		965.00
0056390	05/13/16	Recon	0001375	AXA Equitable Equi-Vest	V0075715	05/13/16		2,566.00		2,566.00

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0056391	05/13/16	Recon	0177469	Bright Start College Sav	V0075717	05/13/16		2,566.00		2,566.00
								100.00		100.00
								100.00		100.00
0056392	05/13/16	Recon	0001422	CCCTU-Cope Fund	V0075718	05/13/16		249.00		249.00
								249.00		249.00
0056393	05/13/16	Recon	0001374	College & University Cre	V0075720	05/13/16		377.00		377.00
								377.00		377.00
0056394	05/13/16	Recon	0001371	Colonial Life & Accident	V0075721	05/13/16		12.00		12.00
								12.00		12.00
0056395	05/13/16	Recon	0001380	Illinois Dept of Revenue	V0075729	05/13/16		300.56		300.56
								300.56		300.56
0056396	05/13/16	Recon	0160763	Illinois Education Assoc	V0075723	05/13/16		67.08		67.08
								67.08		67.08
0056397	05/13/16	Recon	0101061	Morton College Faculty	V0075719	05/13/16		69.87		69.87
								69.87		69.87
0056398	05/13/16	Recon	0001372	Morton College Teachers	V0075725	05/13/16		1,595.60		1,595.60
								1,595.60		1,595.60
0056399	05/13/16	Recon	0001372	Morton College Teachers	V0075724	05/13/16		2,426.07		2,426.07
								2,426.07		2,426.07
0056400	05/13/16	Recon	0001513	SEIU Local 73 Cope	V0075726	05/13/16		32.00		32.00
								32.00		32.00
0056401	05/13/16	Recon	0001373	Service Employees Intl U	V0075727	05/13/16		883.56		883.56
								883.56		883.56
0056402	05/13/16	Recon	0001563	State Disbursement Unit	V0075728	05/13/16		441.68		441.68
								441.68		441.68

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0056403	05/13/16	Recon	0001161	State Univ Retirement	Sy V0075730	05/13/16		62,112.68		62,112.68
								62,112.68		62,112.68
0056404	05/13/16	Recon	0001370	TIAA-CREF	V0075722	05/13/16		2,131.88		2,131.88
					V0075731	05/13/16		6,798.36		6,798.36
								8,930.24		8,930.24
0056405	05/13/16	Recon	0001376	VALIC	V0075732	05/13/16		1,265.00		1,265.00
								1,265.00		1,265.00
0056406	05/13/16	Recon	0179876	Voya Retirement	Insuranc V0075733	05/13/16		1,050.00		1,050.00
								1,050.00		1,050.00
0056407	05/13/16	Recon	0001036	Form Techniques Inc	V0075736	05/13/16	B0001744	110.00		110.00
					V0075737	05/13/16	B0001889	935.62		935.62
								1,045.62		1,045.62
0056408	05/13/16	Recon	0001141	Sam's Club	V0075106	05/12/16	B0001712	59.96		59.96
					V0075701	05/12/16	P0004385	63.68		63.68
					V0075735	05/13/16		0.63		-0.63
								123.01		123.01
0056900	05/19/16	Recon	0001158	SoftwareONE, Inc.	V0072183	03/14/16	P0004281	42,779.22		42,779.22
								42,779.22		42,779.22
0056915	05/20/16	Recon	0002355	ACEN	V0075128	05/12/16		1,000.00		1,000.00
								1,000.00		1,000.00
0056916	05/20/16	Recon	0178238	Agera Energy	V0075891	05/19/16		28,541.39		28,541.39
								28,541.39		28,541.39
0056917	05/20/16	Recon	0169286	AKV Ketch Piano Service	V0075011	05/11/16		80.00		80.00
					V0075862	05/18/16		80.00		80.00
								160.00		160.00
0056918	05/20/16	Recon	0002271	Alldata	V0075851	05/18/16		975.00		975.00
								975.00		975.00
0056919	05/20/16	Recon	0000809	Mr. Hernan Alonso	V0075827	05/18/16		83.08		83.08

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0056920	05/20/16	Outst	0168934	Juan P. Alvarez	V0075890	05/19/16		83.08		83.08
								1,000.00		1,000.00
								1,000.00		1,000.00
0056921	05/20/16	Recon	0182800	Ambees Engraving Inc	V0075861	05/18/16		845.00		845.00
								845.00		845.00
0056922	05/20/16	Recon	0000749	Ms Jennifer L. Angelilli	V0075756	05/16/16		43.95		43.95
								43.95		43.95
0056923	05/20/16	Recon	0001490	Arc One Electric	V0075747	05/13/16		864.00		864.00
								864.00		864.00
0056924	05/20/16	Recon	0164728	Beaver Oil Co. Inc.	V0075691	05/12/16		75.00		75.00
								75.00		75.00
0056925	05/20/16	Recon	0166207	BSA	V0075765	05/16/16		262.66		262.66
					V0075768	05/16/16		1,392.23		1,392.23
								1,654.89		1,654.89
0056926	05/20/16	Recon	0165507	Malgorzata M. Bystrek	V0075876	05/19/16		180.00		180.00
								180.00		180.00
0056927	05/20/16	Recon	0166674	CALLONE	V0075753	05/16/16		4,164.93		4,164.93
								4,164.93		4,164.93
0056928	05/20/16	Recon	0177168	Isabella K. Cebula	V0075877	05/19/16		180.00		180.00
								180.00		180.00
0056929	05/20/16	Recon	0001107	Centerpoint Energy Svcs	V0075868	05/18/16		3,731.34		3,731.34
								3,731.34		3,731.34
0056930	05/20/16	Recon	0001317	Chicago Lighthouse For/B	V0075767	05/16/16		127.52		127.52
								127.52		127.52
0056931	05/20/16	Recon	0001713	Cicero Landscape Inc.	V0075764	05/16/16		825.00		825.00
								825.00		825.00

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ACCOUNTS PAYABLE CHECK REGISTER
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0056932	05/20/16	Recon	0001002	Classic Party Rentals	V0075708	05/12/16		429.83		429.83
								429.83		429.83
0056933	05/20/16	Recon	0170059	Curriculum Publications	V0075752	05/13/16		10.00		10.00
								10.00		10.00
0056934	05/20/16	Recon	0181074	Marco De Santiago	V0075761	05/16/16		200.00		200.00
								200.00		200.00
0056935	05/20/16	Recon	0001895	Delta Dental of Illinois	V0075746	05/13/16		8,178.30		8,178.30
								8,178.30		8,178.30
0056936	05/20/16	Recon	0001791	Filter Services Inc	V0075766	05/16/16		2,746.00		2,746.00
								2,746.00		2,746.00
0056937	05/20/16	Recon	0157592	First Communications	V0075869	05/18/16		881.84		881.84
								881.84		881.84
0056938	05/20/16	Recon	0007936	Ford Motor Company	V0075844	05/18/16		1,350.00		1,350.00
								1,350.00		1,350.00
0056939	05/20/16	Recon	0001059	IACAC	V0075049	05/11/16		25.00		25.00
								25.00		25.00
0056940	05/20/16	Recon	0001061	ICCTA	V0075839	05/18/16		1,000.00		1,000.00
								1,000.00		1,000.00
0056941	05/20/16	Recon	0001834	IDES	V0075782	05/17/16		1,300.00		1,300.00
								1,300.00		1,300.00
0056942	05/20/16	Recon	0002876	Ms Evelyn Jaquez	V0075749	05/13/16		13.73		13.73
								13.73		13.73
0056943	05/20/16	Recon	0002391	Joe Rizza Ford	V0075130	05/12/16		41.17		41.17
								41.17		41.17
0056944	05/20/16	Recon	0001078	Joliet Junior College	V0075081	05/12/16		20.00		20.00
								20.00		20.00

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0056945	05/20/16	Recon	0001787	Mark Kedziora	V0075738	05/13/16		775.00		775.00
								775.00		775.00
0056946	05/20/16	Recon	0158400	Ms Sharon Knickerbocker	V0075863	05/18/16		436.41		436.41
								436.41		436.41
0056947	05/20/16	Recon	0182870	Loyola EMS	V0075759	05/16/16		300.00		300.00
								300.00		300.00
0056948	05/20/16	Recon	0061069	Hector L. Munoz	V0075762	05/16/16		200.00		200.00
					V0075763	05/16/16		561.00		561.00
								761.00		761.00
0056949	05/20/16	Recon	0111554	Samantha Nieves	V0075002	05/10/16		300.00		300.00
					V0075828	05/18/16		200.00		200.00
					V0075830	05/18/16		150.00		150.00
								650.00		650.00
0056950	05/20/16	Recon	0156097	Official Payments Corpor	V0075870	05/18/16		2,657.42		2,657.42
								2,657.42		2,657.42
0056951	05/20/16	Recon	0002406	Paisans Pizza	V0075734	05/13/16		212.25		212.25
					V0075750	05/13/16		208.70		208.70
					V0075829	05/18/16		1,988.40		1,988.40
								2,409.35		2,409.35
0056952	05/20/16	Recon	0000820	Ms. Tsonka I. Pencheva	V0075757	05/16/16		122.04		122.04
								122.04		122.04
0056953	05/20/16	Recon	0177526	Mr. Tommy L. Pierce	V0075751	05/13/16		133.92		133.92
								133.92		133.92
0056954	05/20/16	Recon	0002147	Pressure Washing Unlimit	V0075848	05/18/16		1,000.00		1,000.00
					V0075849	05/18/16		600.00		600.00
					V0075850	05/18/16		600.00		600.00
								2,200.00		2,200.00
0056955	05/20/16	Recon	0000848	Ms. Nicole M. Pullia	V0075755	05/16/16		39.75		39.75
								39.75		39.75

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0056956	05/20/16	Recon	0000726	Ms. Jennifer L. Reft	V0075781	05/17/16		425.00		425.00
								425.00		425.00
0056957	05/20/16	Recon	0001909	Reliance Standard Life I	V0075783	05/17/16		16,905.89		16,905.89
								16,905.89		16,905.89
0056958	05/20/16	Recon	0170020	Abel C. Rodarte	V0075859	05/18/16		500.00		500.00
								500.00		500.00
0056959	05/20/16	Recon	0056628	Mr. Daniel B. Roman	V0075760	05/16/16		1,249.55		1,249.55
								1,249.55		1,249.55
0056960	05/20/16	Recon	0000895	Mr. Leonard S. Rutka	V0075271	05/12/16		289.60		289.60
								289.60		289.60
0056961	05/20/16	Recon	0000860	Ms. Cheryl A. Schoepf	V0075826	05/18/16		375.00		375.00
								375.00		375.00
0056962	05/20/16	Recon	0000897	Mr. Donald A. Sykora	V0075692	05/12/16		56.85		56.85
					V0075852	05/18/16		68.12		68.12
								124.97		124.97
0056963	05/20/16	Recon	0001820	United States Postal Ser	V0075847	05/18/16		2,500.00		2,500.00
								2,500.00		2,500.00
0056964	05/20/16	Recon	0001824	Waukegan Roofing Co., In	V0075748	05/13/16		1,350.00		1,350.00
								1,350.00		1,350.00
0056965	05/20/16	Recon	0167195	Juan C. Quezada	V0075889	05/19/16		1,000.00		1,000.00
								1,000.00		1,000.00
0056969	05/26/16	Recon	0175073	AFP Chicago Chapter	V0075883	05/19/16		425.00		425.00
								425.00		425.00
0056970	05/26/16	Recon	0001283	Allied Benefit Systems I	V0075944	05/25/16		2,700.49		2,700.49
								2,700.49		2,700.49

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0056971	05/26/16	Recon	0001490	Arc One Electric	V0075884 V0075917	05/19/16 05/24/16		420.00 432.00		420.00 432.00
								852.00		852.00
0056972	05/26/16	Recon	0160670	Dr. Yesenia N. Avalos	V0075911	05/23/16		445.19		445.19
								445.19		445.19
0056973	05/26/16	Void	0000740	Dr. Magda Banda						
0056974	05/26/16	Recon	0182499	Mary J. Buongiorno	V0075946	05/25/16		450.00		450.00
								450.00		450.00
0056975	05/26/16	Void	0089361	Mr. Nestor C. Carrillo						
0056976	05/26/16	Recon	0001075	Cengage Learning	V0075854 V0075998	05/18/16 05/25/16		777.60 211.50		777.60 -211.50
								566.10		566.10
0056977	05/26/16	Recon	0169670	Chicago Office Products,	V0075711	05/12/16		52.33		52.33
								52.33		52.33
0056978	05/26/16	Recon	0181564	Taylor A. Cisco Jr	V0075920	05/24/16		303.58		303.58
								303.58		303.58
0056979	05/26/16	Recon	0001013	ComEd	V0075914	05/23/16		13,476.62		13,476.62
								13,476.62		13,476.62
0056980	05/26/16	Recon	0001626	Healthcare Service Corpo	V0075912	05/23/16		140,584.69		140,584.69
								140,584.69		140,584.69
0056981	05/26/16	Void	0001381	Home Depot/GECP						
0056982	05/26/16	Outst	0002500	IMACC	V0075882	05/19/16		350.00		350.00
								350.00		350.00
0056983	05/26/16	Recon	0000876	Ms. Nydia M. Jaimes	V0075909	05/23/16		66.25		66.25
								66.25		66.25
0056984	05/26/16	Recon	0165341	Mrs. Jennifer Klementzos	V0075996	05/25/16		375.00		375.00
								375.00		375.00

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0056985	05/26/16	Recon	0003320	Matco Tools	V0075713	05/12/16		57.30		57.30
								57.30		57.30
0056986	05/26/16	Recon	0001093	MIDCO Inc	V0075923	05/24/16		322.50		322.50
								322.50		322.50
0056987	05/26/16	Recon	0111554	Samantha Nieves	V0075922	05/24/16		180.00		180.00
								180.00		180.00
0056988	05/26/16	Recon	0001509	Oakworks Inc	V0075714	05/12/16		536.45		536.45
								536.45		536.45
0056989	05/26/16	Recon	0000825	Dr. Dante J. Orfei	V0072617	04/05/16		515.99		515.99
								515.99		515.99
0056990	05/26/16	Recon	0002406	Paisans Pizza	V0075885	05/19/16		231.10		231.10
								231.10		231.10
0056991	05/26/16	Recon	0000797	Mr. Ruben V. Ruiz	V0075894	05/20/16		45.24		45.24
								45.24		45.24
0056992	05/26/16	Recon	0001146	Schlesinger Machinery In	V0075915	05/23/16		475.00		475.00
								475.00		475.00
0056993	05/26/16	Recon	0000824	Dr. Muddassir Siddiqi	V0075892	05/19/16		40.00		40.00
								40.00		40.00
0056994	05/26/16	Recon	0003155	Mr. Thomas R. Spoleti	V0075928	05/25/16		1,767.00		1,767.00
								1,767.00		1,767.00
0056995	05/26/16	Recon	0002889	Suburban Door Check & Lo	V0075881	05/19/16		868.10		868.10
								868.10		868.10
0056996	05/26/16	Recon	0001175	UPS	V0075710	05/12/16		11.63		11.63
								11.63		11.63
0056997	05/26/16	Recon	0001327	Vision Service Plan	V0075913	05/23/16		1,720.09		1,720.09
								1,720.09		1,720.09

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0056998	05/26/16	Recon	0165989	Westworx Limited	V0075901	05/20/16		1,720.09		1,720.09
0056999	05/26/16	Recon	0001375	AXA Equitable Equi-Vest	V0075999	05/26/16		6,809.15		6,809.15
0057000	05/26/16	Recon	0177469	Bright Start College Sav	V0076001	05/26/16		6,809.15		6,809.15
0057001	05/26/16	Outst	0001422	CCCTU-Cope Fund	V0076002	05/26/16		2,566.00		2,566.00
0057002	05/26/16	Recon	0001374	College & University Cre	V0076003	05/26/16		2,566.00		2,566.00
0057003	05/26/16	Recon	0001371	Colonial Life & Accident	V0076004	05/26/16		100.00		100.00
0057004	05/26/16	Outst	0001372	Morton College Teachers	V0076007	05/26/16		100.00		100.00
0057005	05/26/16	Outst	0001372	Morton College Teachers	V0076006	05/26/16		248.00		248.00
0057006	05/26/16	Recon	0001513	SEIU Local 73 Cope	V0076008	05/26/16		377.00		377.00
0057007	05/26/16	Recon	0001373	Service Employees Intl U	V0076009	05/26/16		377.00		377.00
0057008	05/26/16	Recon	0001563	State Disbursement Unit	V0076010	05/26/16		12.00		12.00
0057009	05/26/16	Recon	0001161	State Univ Retirement Sy	V0076013	05/26/16		12.00		12.00
								1,595.60		1,595.60
								1,595.60		1,595.60
								2,208.56		2,208.56
								2,208.56		2,208.56
								31.00		31.00
								31.00		31.00
								883.56		883.56
								883.56		883.56
								60.00		60.00
								467.00		467.00
								527.00		527.00
								56,371.69		56,371.69
								56,371.69		56,371.69

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0057010	05/26/16	Recon	0001370	TTAA-CREF	V0076005 V0076014	05/26/16 05/26/16		659.88 5,326.36		659.88 5,326.36
								5,986.24		5,986.24
0057011	05/26/16	Recon	0001376	VALIC	V0076015	05/26/16		1,265.00		1,265.00
								1,265.00		1,265.00
0057012	05/26/16	Recon	0179876	Voya Retirement Insuranc	V0076016	05/26/16		1,050.00		1,050.00
								1,050.00		1,050.00
0057025	05/31/16	Recon	0000964	Alarm Detection Systems	V0075769	05/17/16	B0001722	93.69		93.69
								93.69		93.69
0057026	05/31/16	Recon	0156791	Apprize Promotional Prod	V0075981 V0075982	05/25/16 05/25/16	B0001874 B0001874	763.00 1,227.00		763.00 1,227.00
								1,990.00		1,990.00
0057027	05/31/16	Recon	0166663	Andrea Armatys	V0075973	05/25/16	B0001877	975.00		975.00
								975.00		975.00
0057028	05/31/16	Recon	0001401	AZ Commercial	V0075770	05/17/16	B0001806	9.24		9.24
								9.24		9.24
0057029	05/31/16	Recon	0001543	Bank of America/Business	V0076039	05/26/16	P0004411	248.11		248.11
								248.11		248.11
0057030	05/31/16	Recon	0001543	Bank of America/Business	V0076041 V0076042 V0076044 V0076047 V0076048 V0076049 V0076050	05/26/16 05/26/16 05/26/16 05/26/16 05/26/16 05/26/16 05/26/16	B0001896 B0001897 B0001652 B0001652 B0004363 P0004316 B0001852	326.46 25.11 19.69 12.97 90.00 198.00 40.00		326.46 25.11 19.69 12.97 90.00 198.00 40.00
								712.23		712.23
0057031	05/31/16	Recon	0001543	Bank of America/Business	V0076040	05/26/16	P0004410	104.71		104.71
								104.71		104.71
0057032	05/31/16	Recon	0168957	BB Commercial Solutions	V0075978	05/25/16	P0004331	2,060.00		2,060.00
								2,060.00		2,060.00

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0057033	05/31/16	Recon	0175337	Carlock Records Inc	V0075979	05/25/16	P0004403	850.98		850.98
								850.98		850.98
0057034	05/31/16	Recon	0007998	Cassidy Tire & Service	V0075772	05/17/16	B0001625	90.00		90.00
								90.00		90.00
0057035	05/31/16	Recon	0001593	CDW-Government, Inc	V0075773	05/17/16	P0004365	1,133.90		1,133.90
					V0075774	05/17/16	P0004365	30.36		30.36
					V0075775	05/17/16	P0004364	30.36		30.36
					V0075846	05/18/16	P0004353	418.28		418.28
					V0075925	05/24/16	B0001665	708.09		708.09
								2,320.99		2,320.99
0057036	05/31/16	Recon	0000961	Chicago Communication LL	V0076052	05/26/16	P0004323	2,715.00		2,715.00
								2,715.00		2,715.00
0057037	05/31/16	Recon	0001713	Cicero Landscape Inc.	V0075778	05/17/16	B0001888	2,049.00		2,049.00
					V0075779	05/17/16	B0001888	1,880.00		1,880.00
								3,929.00		3,929.00
0057038	05/31/16	Recon	0158290	Coast to Coast Computer	V0075926	05/24/16	B0001866	85.09		85.09
					V0075983	05/25/16	B0001866	78.00		78.00
					V0075984	05/25/16	B0001866	194.00		194.00
								357.09		357.09
0057039	05/31/16	Recon	0001752	Comcast Cable	V0075974	05/25/16	B0001716	6.34		6.34
								6.34		6.34
0057040	05/31/16	Recon	0001752	Comcast Cable	V0076036	05/26/16	B0001668	394.90		394.90
								394.90		394.90
0057041	05/31/16	Recon	0169706	Comiskey Research, Inc.	V0076031	05/26/16	P0004394	484.00		484.00
								484.00		484.00
0057042	05/31/16	Recon	0155715	Communication Revolving	V0075985	05/25/16	B0001672	900.00		900.00
								900.00		900.00
0057043	05/31/16	Recon	0169149	Computer Aided Technology	V0075975	05/25/16	P0004355	1,400.00		1,400.00
								1,400.00		1,400.00

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	Voucher PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0057044	05/31/16	Recon	0001676	Del Galdo Law Group, LLC	V0075934	05/25/16	B0001741	1,237.45		1,237.45
								1,237.45		1,237.45
0057045	05/31/16	Recon	0001019	Demco Inc	V0075785	05/17/16	B0001886	427.46		427.46
								427.46		427.46
0057046	05/31/16	Recon	0175668	Doherty Construction, In	V0075831	05/18/16	B0001681	362,838.00		362,838.00
								362,838.00		362,838.00
0057047	05/31/16	Recon	0000997	Dynamex Inc	V0075845	05/18/16	B0001686	22.30		22.30
								22.30		22.30
0057048	05/31/16	Recon	0182521	Emergency Medical Produc	V0075786	05/17/16	P0004356	836.00		836.00
								836.00		836.00
0057049	05/31/16	Recon	0001030	Figatner-Scott	V0075787	05/17/16	B0001614	89.38		89.38
					V0075788	05/17/16	B0001614	81.34		81.34
					V0075789	05/17/16	B0001614	56.40		56.40
					V0076019	05/26/16	B0001893	96.56		96.56
					V0076020	05/26/16	B0001893	101.93		101.93
								425.61		425.61
0057050	05/31/16	Recon	0001034	Flinn Scientific Inc	V0075935	05/25/16	P0004382	953.95		953.95
					V0075938	05/25/16	P0004383	1,206.19		1,206.19
								2,160.14		2,160.14
0057051	05/31/16	Recon	0001068	ILLCO, Inc.	V0075945	05/25/16	P0004334	7,130.27		7,130.27
								7,130.27		7,130.27
0057052	05/31/16	Recon	0001647	Iron Mountain	V0075790	05/17/16	B0001667	506.62		506.62
								506.62		506.62
0057053	05/31/16	Recon	0001076	Jack's Rental	V0075791	05/17/16	B0001617	319.85		319.85
								319.85		319.85
0057054	05/31/16	Recon	0001775	Jostens	V0075792	05/17/16	B0001851	12.03		12.03
					V0075793	05/17/16	B0001851	25.55		25.55
					V0075794	05/17/16	B0001851	15.80		15.80
					V0075947	05/25/16	B0001851	10.20		10.20

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0057055	05/31/16	Recon	0001890	Konica Minolta Bus Solut	V0075989	05/25/16	B0001851	49.40		49.40
								81.38		81.38
								73.98		73.98
								67.93		67.93
								272.70		272.70
								579.81		579.81
								344.04		344.04
								6.24		6.24
								1,344.70		1,344.70
0057056	05/31/16	Recon	0002233	Konica Minolta Premier F	V0075951	05/25/16	B0001869	2,055.01		2,055.01
								2,055.01		2,055.01
0057057	05/31/16	Recon	0002233	Konica Minolta Premier F	V0075986	05/25/16	B0001869	206.88		206.88
								206.88		206.88
0057058	05/31/16	Recon	0002233	Konica Minolta Premier F	V0075796	05/17/16	B0001869	76.51		76.51
								76.51		76.51
0057059	05/31/16	Recon	0002233	Konica Minolta Premier F	V0075795	05/17/16	B0001869	686.48		686.48
								686.48		686.48
0057060	05/31/16	Recon	0001559	Krueger International In	V0076021	05/26/16	B0001879	19,115.76		19,115.76
								19,115.76		19,115.76
0057061	05/31/16	Recon	0001299	McMaster-Carr	V0076038	05/26/16	P0004407	764.14		764.14
								764.14		764.14
0057062	05/31/16	Recon	0001763	Mecor, Inc.	V0075802	05/17/16	B0001864	251.10		251.10
								251.10		251.10
0057063	05/31/16	Recon	0168470	Medical Shipment	V0075952	05/25/16	P0004354	135.00		135.00
					V0075953	05/25/16	P0004354	40.34		40.34
								175.34		175.34
0057064	05/31/16	Recon	0001289	Menards	V0075971	05/25/16	B0001891	151.74		151.74
					V0075972	05/25/16	B0001891	145.33		145.33
					V0075987	05/25/16	B0001891	248.40		248.40
								545.47		545.47

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Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0057065	05/31/16	Recon	0001093	MIDCO Inc	V0075855	05/18/16	P0004361	2,987.27		2,987.27
								2,987.27		2,987.27
0057066	05/31/16	Recon	0003270	Jesse L. Morgan	V0075980	05/25/16	B0001843	750.00		750.00
					V0075993	05/25/16	B0001729	900.00		900.00
								1,650.00		1,650.00
0057067	05/31/16	Recon	0166200	Nasco	V0075806	05/17/16	P0004370	640.56		640.56
								640.56		640.56
0057068	05/31/16	Recon	0175177	NewEgg Business	V0075977	05/25/16	P0004372	419.99		419.99
								419.99		419.99
0057069	05/31/16	Recon	0002877	Nyhan & Friends Limited	V0076033	05/26/16	B0001670	2,250.00		2,250.00
					V0076035	05/26/16	B0001670	2,250.00		2,250.00
								4,500.00		4,500.00
0057070	05/31/16	Recon	0001246	O'Reilly's Flowers & Par	V0076037	05/26/16	B0001821	1,575.00		1,575.00
								1,575.00		1,575.00
0057071	05/31/16	Recon	0001122	Office Depot	V0075808	05/17/16	B0001862	43.53		43.53
					V0075809	05/17/16	B0001782	70.51		70.51
					V0075810	05/17/16	B0001862	7.22		7.22
					V0075954	05/25/16	B0001690	61.15		61.15
					V0075955	05/25/16	B0001690	43.07		43.07
								225.48		225.48
0057072	05/31/16	Recon	0171281	Oriental Trading Company	V0075823	05/17/16	B0001795	97.14		97.14
								97.14		97.14
0057073	05/31/16	Recon	0001932	PepBoys	V0075812	05/17/16	B0001872	15.35		15.35
					V0075822	05/17/16	B0001872	28.58		28.58
								43.93		43.93
0057074	05/31/16	Recon	0166438	PerkinElmer Health Scien	V0075807	05/17/16	P0004379	384.20		384.20
								384.20		384.20
0057075	05/31/16	Recon	0101053	Qualtrics LLC	V0075956	05/25/16	P0004377	2,000.00		2,000.00
								2,000.00		2,000.00

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GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0057076	05/31/16	Recon	0001143	Sargent Welch	V0075957	05/25/16	P0004261	83.15		83.15
								83.15		83.15
0057077	05/31/16	Recon	0182400	Ronald J. Saviano	V0075968	05/25/16	B0001876	465.00		465.00
								465.00		465.00
0057078	05/31/16	Void	0001145	Scantron Corporation			B0001876			
0057079	05/31/16	Recon	0002796	Sequin Auto Center	V0075961	05/25/16	B0001824	10.00		10.00
								10.00		10.00
0057080	05/31/16	Recon	0182899	Sherwin Williams	V0075962	05/25/16	B0001892	71.27		71.27
					V0075964	05/25/16	B0001892	74.00		74.00
								145.27		145.27
0057081	05/31/16	Recon	0000965	Sigma-Aldrich Inc	V0075813	05/17/16	P0004359	485.89		485.89
								485.89		485.89
0057082	05/31/16	Recon	0174988	Laura M. Slonskis	V0075988	05/25/16	B0001796	450.00		450.00
								450.00		450.00
0057083	05/31/16	Recon	0157227	Staples Advantage	V0075814	05/17/16	B0001885	29.37		29.37
					V0075815	05/17/16	P0004368	1,080.17		1,080.17
					V0075994	05/25/16	B0001885	134.97		134.97
					V0075995	05/25/16	B0001885	68.52		68.52
								1,313.03		1,313.03
0057084	05/31/16	Recon	0001880	SWC Technology Partners	V0075965	05/25/16	P0004319	11,498.00		11,498.00
					V0075966	05/25/16	P0004367	2,180.00		2,180.00
								13,678.00		13,678.00
0057085	05/31/16	Recon	0162710	US Healthworks Medical G	V0075824	05/17/16	B0001751	2,917.50		2,917.50
								2,917.50		2,917.50
0057086	05/31/16	Recon	0001174	Veritiv Operating Compan	V0075970	05/25/16	B0001858	1,240.00		1,240.00
								1,240.00		1,240.00
0057087	05/31/16	Recon	0177607	YBP Library Services	V0075832	05/18/16	B0001812	168.00		168.00
					V0075833	05/18/16	B0001812	46.35		46.35

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0075834	05/18/16	B0001812	41.40		41.40
					V0075835	05/18/16	B0001812	43.64		43.64
					V0075836	05/18/16	B0001812	19.68		19.68
					V0075837	05/18/16	B0001812	39.29		39.29
					V0075838	05/18/16	B0001812	48.67		48.67
					V0075840	05/18/16	B0001812	239.43		239.43
					V0075841	05/18/16	B0001860	51.58		51.58
					V0075842	05/18/16	B0001860	16.58		16.58
								714.62		714.62
0057088	05/31/16	Recon	0001145	Scantron Corporation	V0075958	05/25/16	P0004348	1,099.00		1,099.00
								1,099.00		1,099.00
E0000659	05/05/16	Outst	0181767	Ms Maria Anderson	V0074713	04/27/16		26.68		26.68
					V0074873	05/05/16		17.37		17.37
								44.05		44.05
E0000660	05/05/16	Outst	0160367	Ms Yolanda Freeman	V0074855	05/04/16		133.34		133.34
								133.34		133.34
E0000661	05/05/16	Outst	0161321	Kwong W. Lam	V0074818	05/03/16		45.00		45.00
								45.00		45.00
E0000662	05/05/16	Outst	0077638	Desiree Salgado	V0074814	05/03/16		45.00		45.00
								45.00		45.00
E0000663	05/05/16	Outst	0000808	Ms. Marisol Velazquez	V0074834	05/03/16		192.91		192.91
								192.91		192.91
E0000664	05/05/16	Outst	0000803	Dr. Frances M. Wedge	V0074788	04/29/16		140.94		140.94
								140.94		140.94
E0000665	05/05/16	Outst	0000758	Mr. Thomas Weinstein	V0074702	04/27/16		56.00		56.00
								56.00		56.00
E0000666	05/12/16	Outst	0177709	Tyra L. Dean-Ousley	V0074949	05/06/16	B0001853	1,536.00		1,536.00
								1,536.00		1,536.00
E0000667	05/12/16	Outst	0166282	Robin Fleming	V0075119	05/12/16	B0001849	31.25		31.25
								31.25		31.25

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0000668	05/12/16	Outst	0007812	Martha Harris	V0075082	05/12/16	B0001791	1,480.00		1,480.00
E0000669	05/12/16	Outst	0166318	Cummings Consulting	V0075121	05/12/16	B0001844	4,000.00		4,000.00
E0000670	05/12/16	Outst	0181015	Terry L Elliott LLC	V0074952	05/06/16	B0001829	1,616.00		1,616.00
E0000756	05/12/16	Outst	0181767	Ms Maria Anderson	V0074971	05/10/16		21.97		21.97
E0000757	05/12/16	Outst	0170558	Mr. Benjamin M. Drury	V0074891	05/05/16		135.82		135.82
E0000758	05/12/16	Outst	0079155	Dr. Stanley S. Fields	V0074972	05/10/16		17.36		17.36
E0000759	05/12/16	Outst	0002697	Dr. Keith McLaughlin	V0074951	05/06/16		97.09		97.09
E0000760	05/12/16	Outst	0181768	Ms Melissa Mollett	V0074921	05/06/16		24.04		24.04
E0000761	05/12/16	Outst	0000748	Ms. Diana C. Rodriguez	V0074734	04/28/16		13.29		13.29
E0000762	05/12/16	Outst	0000808	Ms. Marisol Velazquez	V0075073	05/11/16		482.72		482.72
E0000763	05/12/16	Outst	0000803	Dr. Frances M. Wedge	V0074990	05/10/16		88.34		88.34
E0000764	05/12/16	Outst	0002284	Princess Rosade Services	V0075004	05/10/16		1,400.00		1,400.00
E0000765	05/19/16	Outst	0181767	Ms Maria Anderson	V0075866	05/18/16		114.63		114.63

12 Jul 2016
13:37

ACCOUNTS PAYABLE CHECK REGISTER
Period 05/01/2016 - 05/31/2016

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0000766	05/19/16	Outst	0000934	Ms. Jennifer M. Butler	V0075116 V0075860	05/12/16 05/18/16		114.63 3,000.00 291.57 3,291.57		114.63 3,000.00 291.57 3,291.57
E0000767	05/19/16	Outst	0079155	Dr. Stanley S. Fields	V0075864	05/18/16		60.17 60.17		60.17 60.17
E0000768	05/19/16	Outst	0168948	Mr. Anthony Ray	V0075754	05/16/16		184.67 184.67		184.67 184.67
E0000772	05/25/16	Outst	0181767	Ms Maria Anderson	V0075919	05/24/16		29.46 29.46		29.46 29.46
E0000773	05/25/16	Outst	0178376	Mr. Joseph J. Belcaster	V0075959 V0075963	05/25/16 05/25/16		24.14 5.99 30.13		24.14 5.99 30.13
E0000774	05/25/16	Outst	0176980	Mr. William R. Jacklin	V0075865	05/18/16		15.00 15.00		15.00 15.00
E0000775	05/25/16	Outst	0000928	Mr. James P. O'Connell,	V0075878	05/19/16		19.73 19.73		19.73 19.73
E0000776	05/25/16	Outst	0000803	Dr. Frances M. Wedge	V0075908	05/23/16		265.53 265.53		265.53 265.53
E0000777	05/25/16	Outst	0002284	Princess Rosade Services	V0075967	05/25/16		1,680.00 1,680.00		1,680.00 1,680.00
E0000778	05/26/16	Outst	0177709	Tyra L. Dean-Ousley	V0075976	05/25/16	B0001853	2,496.00 2,496.00		2,496.00 2,496.00
E0000779	05/26/16	Outst	0166318	Cummings Consulting	V0075784	05/17/16	B0001844	4,000.00 4,000.00		4,000.00 4,000.00
E0000780	05/26/16	Outst	0181015	Terry L Elliott LLC	V0075969	05/25/16	B0001829	1,616.00 1,616.00		1,616.00 1,616.00

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-110000000

Check Number	Check Check Date Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
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							1,112,210.65		1,112,210.65
							=====	=====	=====

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-2300000000	General : Accounts Payable	1,112,210.65	0.00
	01-0000-00000-1100000000	General : Cash	0.00	1,112,210.65
			1,112,210.65	1,112,210.65

Del Galdo Law Group, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Phone 708-222-7000 Fax 708-222-7001

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5.11.16

April 30, 2016

V75126

Morton Community College District #527
3801 S. Central Avenue
Cicero, IL 60804

B1741

Re: Statement for Professional Services

Morton Community College District #527

April 1, 2016 - April 30, 2016

Tax I.D. 26-0205380

Invoice # 17794

Dear Dr. Fields:

In accordance with our Letter of Agreement, the following is the Del Galdo Law Group, LLC billing statement for services rendered to you as your attorney. This statement represents all time devoted by the firm for your matters for which we have not received payment (except where such work has been performed but not yet invoiced).

STATEMENT FOR SERVICES

PREVIOUS BALANCE	\$15,901.69
CURRENT FEES	\$9,280.00
CURRENT EXPENSES	\$254.12
TOTAL CURRENT FEES AND EXPENSES	\$9,534.12
TOTAL AMOUNT OF CURRENT STATEMENT	\$9,534.12

TOTAL DUE THIS INVOICE:	\$9,534.12
TOTAL FOR PREVIOUS BALANCE:	\$15,901.69
LESS PAYMENTS AND ADJUSTMENTS:	(\$15,901.69)
TOTAL BALANCE DUE:	\$9,534.12

PAID

CK. NO. 56297
DATE 5/13/16

Del Galdo Law Group, LLC

Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Phone 708-222-7000 Fax 708-222-7001

April 30, 2016

V759184
Morton Community College District #527
3801 S. Central Avenue
Cicero, IL 60804

Re: Statement for Professional Services

Morton Community College District #527

April 1, 2016 - April 30, 2016

Tax I.D. 26-0205380

Invoice # 17906

B1741

Dear Dr. Fields:

In accordance with our Letter of Agreement, the following is the Del Galdo Law Group, LLC billing statement for services rendered to you as your attorney. This statement represents all time devoted by the firm for your matters for which we have not received payment (except where such work has been performed but not yet invoiced).

STATEMENT FOR SERVICES

PREVIOUS BALANCE	\$2,397.26
CURRENT FEES	\$1,185.00
CURRENT EXPENSES	\$52.45
TOTAL CURRENT FEES AND EXPENSES	\$1,237.45
TOTAL AMOUNT OF CURRENT STATEMENT	\$1,237.45

TOTAL DUE THIS INVOICE:	\$1,237.45
TOTAL FOR PREVIOUS BALANCE:	\$2,397.26
LESS PAYMENTS AND ADJUSTMENTS:	(\$2,397.26)
TOTAL BALANCE DUE:	\$1,237.45

MAY 18 2016

PAID

CK. NO. 57044
DATE 5/31/16

Morton College
Over 10K Report
May 2016

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Agera Energy	5/20/2016	0056916	EXEMPT	\$28,541.39	ELECTRIC UTILITY
ComEd	5/26/2016	0056979	EXEMPT	\$13,476.62	ELECTRIC UTILITY
Del Galdo Law Group, LLC	5/13/2016	0056297	EXEMPT	\$9,534.12	Attorney Fees
Del Galdo Law Group, LLC	5/31/2016	0057044	EXEMPT	\$1,237.45	Attorney Fees
Doherty Construction, Inc.	5/31/2016	0057046	2/25/2015	\$362,838.00	Classroom Building Add.
Healthcare Service Corporation	5/26/2016	0056980	EXEMPT	\$140,584.69	MEDICAL INSURANCE
Krueger International Inc	5/13/2016	0056311	EXEMPT	\$1,692.80	Black Torsion Air Task
Krueger International Inc	5/13/2016	0056371	EXEMPT	\$284.00	Stain match - Presidents
Krueger International Inc	5/31/2016	0057060	4/27/2016	\$19,115.76	Furniture
Reliance Standard Life Ins	5/20/2016	0056957	EXEMPT	\$16,905.89	LIFE INSURANCE
SoftwareONE, Inc.	5/19/2016	0056900	2/24/2016	\$42,779.22	Microsoft Vol. Lice
State Univ Retirement Systems	5/13/2016	0056403	EXEMPT	\$62,112.68	Payroll Deductions
State Univ Retirement Systems	5/26/2016	0057009	EXEMPT	\$56,371.69	Payroll Deductions
SWC Technology Partners	5/13/2016	0056333	6/24/2015	\$19,700.00	SWC Managed Serv.
SWC Technology Partners	5/31/2016	0057084	6/24/2015	\$13,678.00	Cisco Smart Net
TIAA-CREF	5/13/2016	0056404	EXEMPT	\$8,930.24	Payroll Deductions
TIAA-CREF	5/26/2016	0057010	EXEMPT	\$5,986.24	Payroll Deductions
Total Paid				803,768.79	

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0002980	Abate, Nannette	\$808.34
5/15/2016	0002911	Abdel-Jaber, Nellie	\$510.71
5/15/2016	0000770	Abrahamson, Maura	\$5,475.12
5/15/2016	0000835	Alcala, Sandra	\$2,074.88
5/15/2016	0180843	Alexander, Brian	\$619.70
5/15/2016	0003069	Alexandru, Vica	\$700.40
5/15/2016	0163519	Almanza, Marcy	\$211.20
5/15/2016	0032609	Almeida, Ricardo	\$1,818.25
5/15/2016	0000809	Alonso, Hernan	\$1,416.22
5/15/2016	0181767	Anderson, Maria	\$3,125.00
5/15/2016	0165928	Andujar, Rey	\$306.52
5/15/2016	0000749	Angelilli, Jennifer	\$1,969.00
5/15/2016	0167603	Annoreno, Angelo	\$481.79
5/15/2016	0166664	Aquino, James	\$2,987.17
5/15/2016	0158660	Aranda-Rodriguez, Anastacio	\$342.60
5/15/2016	0007899	Arias, Carolyn	\$685.08
5/15/2016	0156009	Arias, Olga	\$1,284.76
5/15/2016	0156015	Asche, Kyle	\$267.66
5/15/2016	0003071	Ashraf, Mohammad	\$1,275.96
5/15/2016	0000885	Avalos, Jesus	\$620.19
5/15/2016	0000799	Avalos-Thompson, Marlena	\$3,155.25
5/15/2016	0160670	Avalos, Yesenia	\$3,860.88
5/15/2016	0000873	Baffa, John	\$3,863.04
5/15/2016	0000946	Baffa, Valerie	\$3,489.42
5/15/2016	0002972	Baker, Chris	\$560.32
5/15/2016	0000740	Banda, Magda	\$3,266.92
5/15/2016	0000781	Barajas, Sandra	\$1,523.66
5/15/2016	0003074	Barnat, Martin	\$48.50
5/15/2016	0000858	Barone, Roxanne	\$2,215.38
5/15/2016	0176458	Beacham, John	\$855.95
5/15/2016	0003075	Behling, William	\$1,177.76
5/15/2016	0178376	Belcaster, Joseph	\$2,083.33
5/15/2016	0000750	Belcaster, Nicholas	\$1,472.71
5/15/2016	0003078	Bernstein, Arnie	\$1,064.60
5/15/2016	0160490	Berry, Raymond	\$546.66
5/15/2016	0000830	Berthiaume, Maria	\$739.60
5/15/2016	0066045	Bilotto, Eugene	\$550.72
5/15/2016	0180845	Blaas, Ann	\$256.95
5/15/2016	0003079	Bland, Pamela	\$294.44

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0000845	Bluemer, Judy	\$6,951.26
5/15/2016	0003082	Bondlow, Fred	\$588.88
5/15/2016	0000918	Bonin, Eileen	\$1,806.96
5/15/2016	0000757	Boodoosingh, Savitri	\$373.54
5/15/2016	0076654	Bradley, Adam	\$1,702.63
5/15/2016	0157079	Brasher, Stephen	\$508.55
5/15/2016	0002984	Bridges, Maureen	\$1,776.52
5/15/2016	0176014	Bryan, Cynthia	\$2,708.33
5/15/2016	0000915	Bulat, Cheryl	\$5,008.96
5/15/2016	0003095	Burns, David	\$309.35
5/15/2016	0000934	Butler, Jennifer	\$3,248.88
5/15/2016	0013906	Calzaretta, Steven	\$2,164.79
5/15/2016	0156441	Campbell, Dana	\$604.91
5/15/2016	0003098	Campos, Veronica	\$508.59
5/15/2016	0003104	Cao, Hua	\$515.69
5/15/2016	0156655	Cappetta, Leilani	\$1,829.32
5/15/2016	0180724	Carlock, Jason	\$513.90
5/15/2016	0153590	Carroll, Don	\$1,525.65
5/15/2016	0000924	Casey, Craig	\$8,324.61
5/15/2016	0000829	Casey, Robert	\$5,445.51
5/15/2016	0002990	Castillo, Carolina	\$1,472.92
5/15/2016	0003193	Chang, Stephen	\$582.99
5/15/2016	0002998	Chin, Dixon	\$543.24
5/15/2016	0002995	Choudhury, Parsa	\$485.67
5/15/2016	0167602	Cichocki, Joseph	\$602.24
5/15/2016	0000884	Cienfuegos, Lillian	\$2,279.13
5/15/2016	0003192	Cisneros, Sharon	\$1,100.09
5/15/2016	0000859	Clay, Oscar	\$944.16
5/15/2016	0094966	Clemente, Antonio	\$1,900.21
5/15/2016	0177639	Coleman, Jasmine	\$732.30
5/15/2016	0002917	Conaghan, Elizabeth	\$280.16
5/15/2016	0007800	Corral, Iris	\$256.95
5/15/2016	0003191	Corte, Anthony	\$746.15
5/15/2016	0002710	Cosimo, Franco	\$1,183.36
5/15/2016	0002933	Craig, Marilyn	\$1,563.81
5/15/2016	0000794	Crockett, Janet	\$4,162.83
5/15/2016	0168899	Crowe, Ellen	\$4,128.71
5/15/2016	0000765	Cummings, Kabria	\$2,436.04
5/15/2016	0037605	Cunat, Ronald	\$267.66

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0002954	Dabner, Lelah	\$267.66
5/15/2016	0000843	Davidson, Jody	\$2,653.04
5/15/2016	0000790	De La Torre, Refugio	\$2,058.49
5/15/2016	0000763	Diaz, Maria	\$1,542.50
5/15/2016	0000917	Dominguez, Carlos	\$3,441.22
5/15/2016	0049119	Dominguez, Gerardo	\$441.38
5/15/2016	0153591	Donnelly, John	\$812.35
5/15/2016	0003185	Drew, John	\$1,004.36
5/15/2016	0170558	Drury, Benjamin	\$2,800.27
5/15/2016	0003184	Druska, John	\$1,175.52
5/15/2016	0000735	Duhon, Steven	\$3,263.50
5/15/2016	0003183	Dukes, Jackie	\$662.50
5/15/2016	0003181	Dutt, Eric	\$1,224.53
5/15/2016	0003180	Eaton, Barbara	\$1,274.87
5/15/2016	0005692	Enstrom, Elena	\$1,149.10
5/15/2016	0003004	Erkins, Mary	\$731.39
5/15/2016	0003179	Eshafi, Nouri	\$641.33
5/15/2016	0020621	Esposito, Marie	\$752.40
5/15/2016	0000828	Fabiyi, Edith	\$2,925.75
5/15/2016	0003210	Farina, Peter	\$861.73
5/15/2016	0003212	Farnsworth, Dan	\$329.75
5/15/2016	0000814	Favela, Martha	\$1,357.07
5/15/2016	0000762	Fejt, George	\$3,076.79
5/15/2016	0000777	Felice, Susan	\$2,956.04
5/15/2016	0068009	Ferro Lusk, Marie	\$2,494.62
5/15/2016	0079155	Fields, Stanley	\$10,850.00
5/15/2016	0174557	Fletcher, Dectric	\$992.10
5/15/2016	0092824	Folkers, Jeff	\$1,502.08
5/15/2016	0162452	Foltz, Chris	\$267.66
5/15/2016	0163790	Forte, Amanda	\$744.09
5/15/2016	0160558	Fortier, Jr, George	\$836.79
5/15/2016	0003006	Fram, Harriet	\$662.49
5/15/2016	0160367	Freemon, Yolanda	\$3,264.79
5/15/2016	0000938	Gan, Xiaoling	\$3,485.17
5/15/2016	0003008	Garcia, Jose	\$529.99
5/15/2016	0000838	Garcia-Searle, Brenda	\$2,296.54
5/15/2016	0180943	Gardner, Dawn	\$256.95
5/15/2016	0000879	Garza, Sylvia	\$1,895.46
5/15/2016	0000935	Gatyas, Kenton	\$5,255.36

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0000724	Gilligan, Brian	\$2,997.06
5/15/2016	0040272	Gilmartin, Beth	\$323.75
5/15/2016	0000896	Ginley, Steven	\$3,572.38
5/15/2016	0156018	Glover, Brian	\$409.40
5/15/2016	0153917	Gniadek, Jamie	\$968.48
5/15/2016	0003174	Gong, Michael	\$294.44
5/15/2016	0173329	Gonzalez, Sotero	\$578.13
5/15/2016	0157185	Grady, Myeisha	\$267.66
5/15/2016	0000932	Gramas, Margaret	\$4,983.94
5/15/2016	0000892	Grice, James	\$8,207.67
5/15/2016	0000788	Gutierrez, Rosa	\$2,134.71
5/15/2016	0003105	Haffron, Dennis	\$560.32
5/15/2016	0003110	Halm, James	\$562.42
5/15/2016	0000805	Halmon, Jamie	\$2,289.33
5/15/2016	0003012	Halsey, Meg	\$217.20
5/15/2016	0167600	Hasanbegovic, Alma	\$321.19
5/15/2016	0003113	Hauswald, Carol	\$559.41
5/15/2016	0180341	Havertape, Lainey	\$382.66
5/15/2016	0156429	Haynes, Bernice	\$578.13
5/15/2016	0165694	Helmus, Sara	\$3,382.94
5/15/2016	0000841	Herrera, Michelle	\$1,655.67
5/15/2016	0159384	Herrmann, Julianne	\$3,008.20
5/15/2016	0172468	Heslop, Eugene	\$413.04
5/15/2016	0002953	Hirsch, Maynard	\$581.47
5/15/2016	0000793	Hopkins, Margaret	\$2,620.63
5/15/2016	0000922	Huff, Cheryl	\$638.39
5/15/2016	0002912	Imburgia, Joseph	\$561.05
5/15/2016	0176980	Jacklin, William	\$3,333.33
5/15/2016	0182036	Jaeschke, Megan	\$462.50
5/15/2016	0000876	Jaimes, Nydia	\$2,032.67
5/15/2016	0170465	Jake-Matthews, Charmaine	\$269.96
5/15/2016	0003015	Jakubka, Francis	\$336.19
5/15/2016	0173034	James, Nadja	\$3,666.57
5/15/2016	0002876	Jaquez, Evelyn	\$1,666.66
5/15/2016	0177809	Jefferson, Elaine	\$714.31
5/15/2016	0003136	Jenkins, Anthony	\$1,195.63
5/15/2016	0163501	Jimenez, Cesar	\$2,724.04
5/15/2016	0000785	Johnson, Caroline	\$532.30
5/15/2016	0060105	Jonas, David	\$3,039.23

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0181792	Jones, Theresa	\$944.85
5/15/2016	0173738	Joslin, Jeremy	\$3,203.13
5/15/2016	0003017	Jundt, Gene	\$1,015.47
5/15/2016	0003021	Kamien, Linda	\$529.99
5/15/2016	0170840	Kanan, Martha	\$520.12
5/15/2016	0003022	Kapuza, Marta	\$529.99
5/15/2016	0170885	Karasek, Geoffrey	\$520.12
5/15/2016	0003153	Karasek, Robert	\$482.99
5/15/2016	0020803	Karlberg, Jeffrey	\$587.31
5/15/2016	0000870	Kasprowicz, Michael	\$4,358.85
5/15/2016	0003157	Kelikian, Toula	\$5,506.01
5/15/2016	0153094	Khan, Imran	\$319.17
5/15/2016	0165341	Klementzos, Jennifer	\$1,655.67
5/15/2016	0158400	Knickerbocker, Sharon	\$763.72
5/15/2016	0003161	Knoll, Jean	\$294.34
5/15/2016	0077801	Knowski, James	\$323.40
5/15/2016	0000004	Kott, Micheal	\$3,018.75
5/15/2016	0000021	Koutny, Linda	\$2,234.88
5/15/2016	0165428	Kovacs, Laszlo	\$2,044.67
5/15/2016	0000919	Krader, Geoffrey	\$4,872.78
5/15/2016	0166877	Kress, Seth	\$818.80
5/15/2016	0002957	Kupec, Debra	\$2,109.00
5/15/2016	0107914	Labno, David	\$291.64
5/15/2016	0000755	Lanciotti, Lawrence	\$4,539.40
5/15/2016	0003171	Lasorella, Dalia	\$446.38
5/15/2016	0003023	Latham-Williams, Karen	\$630.35
5/15/2016	0002974	Latto, Lane	\$535.32
5/15/2016	0000832	Latto, Tara	\$632.45
5/15/2016	0003176	Leven, Robert	\$699.13
5/15/2016	0000811	Lind, Carmen	\$4,807.13
5/15/2016	0000833	Litwicki, Mark	\$4,296.29
5/15/2016	0003139	Loomis, Tisha	\$586.05
5/15/2016	0168347	Lopez, Aaron	\$308.24
5/15/2016	0002926	Lopez, Beda	\$256.95
5/15/2016	0060156	Lopez, Edwin	\$817.48
5/15/2016	0003025	Lopez, Flora	\$638.39
5/15/2016	0003094	Lopez, Noe	\$747.08
5/15/2016	0002037	LoPresti, Joseph	\$1,101.37
5/15/2016	0027824	Lorgus, Richard	\$267.66

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0003033	Lozano, Gloria	\$1,655.67
5/15/2016	0003026	Lubeck, Sarah	\$543.24
5/15/2016	0160597	Lubenkov, Paul	\$535.32
5/15/2016	0003100	Lyons, Kenneth	\$840.63
5/15/2016	0155594	MacHino, Jeri	\$4,103.92
5/15/2016	0173996	Mallett, Klaudia	\$881.09
5/15/2016	0154317	Mangia, Vlasta	\$1,618.88
5/15/2016	0037631	Marquez, Carlos	\$392.34
5/15/2016	0003027	Marquez, Maria	\$510.71
5/15/2016	0000822	Martinez, Blanca	\$1,723.50
5/15/2016	0168363	Martinez, Ernest	\$1,188.86
5/15/2016	0167581	Martinez Jr, Salvador	\$1,525.65
5/15/2016	0020545	Martinez, Pearl	\$578.13
5/15/2016	0000955	Martinez, Raul	\$2,266.90
5/15/2016	0000869	Marzullo, Frank	\$3,867.50
5/15/2016	0017224	Mata, Gabriela	\$1,591.96
5/15/2016	0003232	Mathelier, Lisa	\$1,104.15
5/15/2016	0003106	Matthews, Kay	\$588.88
5/15/2016	0156448	Maxfield, Jessica	\$858.16
5/15/2016	0156656	Mazzone, Dominick	\$688.40
5/15/2016	0003029	McCoy, C. James	\$638.39
5/15/2016	0000732	McFadden, James	\$755.70
5/15/2016	0000909	McGhee, Edward	\$1,759.69
5/15/2016	0002697	McLaughlin, Keith	\$4,896.83
5/15/2016	0003030	McManmon, Zoe	\$543.24
5/15/2016	0007870	Mehmedagic, Selma	\$401.49
5/15/2016	0002885	Miculinic, Bonnie	\$985.83
5/15/2016	0177186	Miller, Jacquelyn	\$453.19
5/15/2016	0003032	Miral, Luis	\$529.99
5/15/2016	0170780	Miranda, Ashley	\$1,611.65
5/15/2016	0000769	Mohr, Michele	\$4,188.43
5/15/2016	0181768	Mollett, Melissa	\$3,125.00
5/15/2016	0002467	Montgomery, Jered	\$1,474.95
5/15/2016	0002708	Montoro, Roger	\$2,497.82
5/15/2016	0054966	Montoro, Roger	\$1,180.34
5/15/2016	0000839	Moore, Linda	\$3,563.85
5/15/2016	0000816	Moravecek, Robert	\$816.89
5/15/2016	0155712	Moreno, Benjamin	\$597.57
5/15/2016	0003131	Moses, Calvin	\$309.35

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0000856	Munoz, Hector	\$3,343.58
5/15/2016	0000855	Mutameni, Shoeleh	\$5,440.28
5/15/2016	0161139	Nakashima, Anna	\$2,825.05
5/15/2016	0000862	Napoletano, Elizabeth	\$921.16
5/15/2016	0000910	Navarro, Rafael	\$1,587.80
5/15/2016	0003135	Neadly, Jerome	\$303.33
5/15/2016	0000815	Nedza, Michael	\$5,271.06
5/15/2016	0049422	Ocampo, Jose	\$1,304.15
5/15/2016	0003146	Ochoa-Galindo, Carmen	\$267.66
5/15/2016	0000928	O'Connell, James	\$2,370.26
5/15/2016	0081992	O'Halloran, Denis	\$256.95
5/15/2016	0000825	Orfei, Dante	\$8,846.44
5/15/2016	0000747	Paez, Elizabeth	\$3,160.19
5/15/2016	0003154	Palermo, Eileen	\$588.87
5/15/2016	0000951	Paneral, Beth	\$1,529.93
5/15/2016	0000784	Papes, Catherine	\$1,837.38
5/15/2016	0000778	Parise, Patricia	\$5,415.03
5/15/2016	0082070	Patterson, Jessica	\$336.60
5/15/2016	0000779	Pawlak, Richard	\$2,362.38
5/15/2016	0002913	Pearson, Dennis	\$4,719.59
5/15/2016	0144701	Pencak, Rose	\$356.88
5/15/2016	0000820	Pencheva, Tsonka	\$4,073.93
5/15/2016	0007939	Perez, Armando	\$1,763.00
5/15/2016	0000863	Perez, Guadalupe	\$1,723.46
5/15/2016	0000950	Perez, Jaime	\$1,337.56
5/15/2016	0003036	Perez, Margarita	\$662.49
5/15/2016	0000776	Perez, Mireya	\$3,730.67
5/15/2016	0003160	Perusich, James	\$1,118.82
5/15/2016	0003037	Peterson, Judith	\$606.26
5/15/2016	0003038	Pettus, Exodus	\$1,091.26
5/15/2016	0003039	Phillips, Carol	\$630.35
5/15/2016	0177526	Pierce, Tommy	\$3,750.00
5/15/2016	0000903	Piest, Karen	\$2,622.75
5/15/2016	0021099	Pila, Pamela	\$1,188.65
5/15/2016	0180195	Pipikios, Iwona	\$415.40
5/15/2016	0000752	Porod, Eric	\$2,951.88
5/15/2016	0000771	Potempa, John	\$4,403.34
5/15/2016	0007416	Pranger, Norbert	\$460.58
5/15/2016	0160605	Primm, Rebecca	\$5,974.78

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0000848	Pullia, Nicole	\$1,523.67
5/15/2016	0041753	Quiroga-Nevarez, Daiana	\$2,046.38
5/15/2016	0000743	Raigoza, Suzanna	\$2,456.03
5/15/2016	0003041	Ramirez, Elaine	\$638.39
5/15/2016	0000889	Ramirez, Jose	\$1,740.74
5/15/2016	0168948	Ray, Anthony	\$4,166.67
5/15/2016	0000953	Raygoza, Liliana	\$1,291.63
5/15/2016	0156449	Raymond, Mary	\$3,646.24
5/15/2016	0000726	Reft, Jennifer	\$3,221.80
5/15/2016	0168949	Rein, Jack	\$592.58
5/15/2016	0162405	Retzer, Martin	\$539.91
5/15/2016	0003168	Reynard, Michael	\$845.04
5/15/2016	0003172	Ritz, Jim	\$588.88
5/15/2016	0000872	Rivas, Angel	\$1,592.87
5/15/2016	0000795	Rivera, Doris	\$1,994.96
5/15/2016	0000925	Rivera, Juan	\$2,023.59
5/15/2016	0000748	Rodriguez, Diana	\$1,900.21
5/15/2016	0156404	Rodriguez Jr, Jesus	\$1,998.75
5/15/2016	0003042	Rohl, Michael	\$516.89
5/15/2016	0000851	Roland, H.M. Joyce	\$543.24
5/15/2016	0056628	Roman, Daniel	\$4,749.48
5/15/2016	0165693	Romero Yuste, Maria	\$4,114.47
5/15/2016	0000741	Ross, Robert	\$1,671.69
5/15/2016	0000902	Rozhon, Kathleen	\$2,104.50
5/15/2016	0000797	Ruiz, Ruben	\$2,454.88
5/15/2016	0180942	Rule, Martin	\$256.95
5/15/2016	0000895	Rutka, Leonard	\$3,302.73
5/15/2016	0167605	Sahs, Marvin	\$462.50
5/15/2016	0000754	Sajatovic, Mark	\$1,829.79
5/15/2016	0156479	Samplawski, Phyllis	\$301.12
5/15/2016	0058030	Sanchez, Alberto	\$137.68
5/15/2016	0000907	Sanchez, Luis	\$4,997.57
5/15/2016	0003044	Sanchez, Pedro	\$543.24
5/15/2016	0003018	Sandoval, Jamie	\$980.79
5/15/2016	0162444	Sanei, Maxwell	\$178.44
5/15/2016	0000737	Sarther, Diane	\$5,324.14
5/15/2016	0003149	Sassetti, James	\$588.88
5/15/2016	0000921	Scatchell, Candyce	\$2,055.00
5/15/2016	0003134	Schmidt, Joseph	\$788.59

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0000898	Schmitt, Robert	\$4,073.52
5/15/2016	0000860	Schoepf, Cheryl	\$2,094.25
5/15/2016	0160546	Schrey, Courtney	\$499.63
5/15/2016	0002963	Schultz, Marcia	\$1,017.10
5/15/2016	0002668	Sedaie, Behrooz	\$4,138.33
5/15/2016	0000801	Seibel, George	\$8,522.86
5/15/2016	0000731	Seo, Kymberly	\$5,301.14
5/15/2016	0000772	Shamoon, Zaya	\$687.03
5/15/2016	0002709	Shouba, Derek	\$4,312.00
5/15/2016	0000824	Siddiqi, Muddassir	\$7,364.88
5/15/2016	0003089	Sleeth, Bradley	\$3,842.12
5/15/2016	0121377	Smith, Daniel	\$275.36
5/15/2016	0003170	Smith, Duane	\$1,446.04
5/15/2016	0003165	Smith-Irowa, Pamela	\$1,484.87
5/15/2016	0000789	Smith, Maria	\$1,542.50
5/15/2016	0134848	Smith, Raymond	\$1,639.71
5/15/2016	0000939	Sonnier, Celeste	\$3,182.38
5/15/2016	0000842	Soto, Marlene	\$1,766.83
5/15/2016	0000882	Soto, Martin	\$2,474.42
5/15/2016	0125437	Soto, Yasna	\$1,291.63
5/15/2016	0000943	Spaniol, Scott	\$3,237.25
5/15/2016	0003155	Spoleti, Thomas	\$585.53
5/15/2016	0003152	Squillace, Michael	\$431.54
5/15/2016	0003147	Steik, Philip	\$301.12
5/15/2016	0005838	Steinz, Margaret	\$529.99
5/15/2016	0007897	Stella, Leslie	\$648.79
5/15/2016	0003141	Stevens, Jane	\$612.80
5/15/2016	0003137	Stewart, Constance	\$588.88
5/15/2016	0099337	Stillo, Louis	\$826.08
5/15/2016	0000834	Stukel, Catherine	\$3,178.33
5/15/2016	0000761	Styer, Audrey	\$4,655.86
5/15/2016	0000874	Suire, Eugene	\$3,222.08
5/15/2016	0003130	Sun, Yizhong	\$294.34
5/15/2016	0000897	Sykora, Donald	\$4,818.54
5/15/2016	0154190	Taylor, Kimberly	\$1,084.03
5/15/2016	0161138	Tejeda, Erika	\$2,171.25
5/15/2016	0159232	Thelemaque, Cristina	\$281.21
5/15/2016	0003048	Tito, Frank	\$679.05
5/15/2016	0000836	Toledo, Raquel	\$2,247.08

Morton College - Payroll Register - Period Ending May 15, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/15/2016	0000738	Torres, Gina	\$2,256.75
5/15/2016	0160493	Traver, David	\$547.37
5/15/2016	0003051	Trevino-Garcia, Linda	\$529.99
5/15/2016	0000914	Tupa, Aline	\$843.27
5/15/2016	0002931	Turner, Jocelyn	\$535.32
5/15/2016	0000019	Ulbrich, Scott	\$2,742.75
5/15/2016	0003107	Vacek, Sarah	\$919.76
5/15/2016	0003057	Valeriano, Joann	\$336.19
5/15/2016	0005541	Varga, Carleen	\$714.31
5/15/2016	0000886	Vargas, Maria	\$2,119.74
5/15/2016	0000796	Vazquez, Luis	\$915.26
5/15/2016	0000823	Vega, Alfonso	\$1,636.88
5/15/2016	0166301	Vega-Huezo, Wendy	\$2,647.92
5/15/2016	0000808	Velazquez, Marisol	\$3,004.70
5/15/2016	0152888	Voight, William	\$602.24
5/15/2016	0000868	Walley, Cynthia	\$4,571.85
5/15/2016	0000817	Walsh, Cheryl	\$125.84
5/15/2016	0013245	Warren, John	\$3,929.80
5/15/2016	0000803	Wedge, Frances	\$3,626.46
5/15/2016	0000758	Weinstein, Thomas	\$2,309.29
5/15/2016	0163956	Wiehle, Michael	\$267.66
5/15/2016	0003059	Winningham, Susan	\$529.99
5/15/2016	0000767	Wolff, Michael	\$295.84
5/15/2016	0003060	Woodbury, Martha	\$485.00
5/15/2016	0000736	Wood, Robert	\$4,350.25
5/15/2016	0133829	Yaghoubi, Poupak	\$624.54
5/15/2016	0003061	Zabransky, Angela	\$485.00
5/15/2016	0003091	Zeni, Wendy	\$625.69
5/15/2016	0003086	Zick, Jennifer	\$294.44
5/15/2016	0000813	Zukauskas, Karolis	\$3,879.64
5/15/2016	0000883	Zych, Antoinette	\$2,528.46
Total			680,415.40

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0002980	Abate, Nannette	\$808.34
5/31/2016	0002911	Abdel-Jaber, Nellie	\$510.71
5/31/2016	0000770	Abrahamson, Maura	\$6,740.32
5/31/2016	0000835	Alcala, Sandra	\$2,074.88
5/31/2016	0180843	Alexander, Brian	\$619.70
5/31/2016	0003069	Alexandru, Vica	\$280.16
5/31/2016	0163519	Almanza, Marcy	\$112.20
5/31/2016	0032609	Almeida, Ricardo	\$1,818.25
5/31/2016	0000809	Alonso, Hernan	\$1,338.00
5/31/2016	0181767	Anderson, Maria	\$3,125.00
5/31/2016	0165928	Andujar, Rey	\$306.52
5/31/2016	0000749	Angelilli, Jennifer	\$1,969.00
5/31/2016	0167603	Annoreno, Angelo	\$481.79
5/31/2016	0166664	Aquino, James	\$2,987.17
5/31/2016	0158660	Aranda-Rodriguez, Anastacio	\$342.60
5/31/2016	0007899	Arias, Carolyn	\$1,027.62
5/31/2016	0156009	Arias, Olga	\$802.98
5/31/2016	0156015	Asche, Kyle	\$267.66
5/31/2016	0000885	Avalos, Jesus	\$482.50
5/31/2016	0000799	Avalos-Thompson, Marlena	\$3,155.25
5/31/2016	0160670	Avalos, Yesenia	\$3,860.88
5/31/2016	0000873	Baffa, John	\$3,473.04
5/31/2016	0000946	Baffa, Valerie	\$3,473.04
5/31/2016	0002972	Baker, Chris	\$560.32
5/31/2016	0000740	Banda, Magda	\$3,266.92
5/31/2016	0000781	Barajas, Sandra	\$1,523.66
5/31/2016	0003074	Barnat, Martin	\$138.50
5/31/2016	0000858	Barone, Roxanne	\$2,215.38
5/31/2016	0176458	Beacham, John	\$513.90
5/31/2016	0003075	Behling, William	\$1,177.76
5/31/2016	0178376	Belcaster, Joseph	\$2,083.33
5/31/2016	0000750	Belcaster, Nicholas	\$1,337.80
5/31/2016	0003076	Bell, Lynn	\$375.88
5/31/2016	0003078	Bernstein, Arnie	\$560.32
5/31/2016	0000830	Berthiaume, Maria	\$1,035.44
5/31/2016	0066045	Bilotto, Eugene	\$619.56
5/31/2016	0180845	Blaas, Ann	\$256.95
5/31/2016	0003079	Bland, Pamela	\$294.44
5/31/2016	0000845	Bluemer, Judy	\$4,466.58

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0003082	Bondlow, Fred	\$588.88
5/31/2016	0000918	Bonin, Eileen	\$1,806.96
5/31/2016	0000757	Boodoosingh, Savitri	\$373.54
5/31/2016	0076654	Bradley, Adam	\$1,860.77
5/31/2016	0157079	Brasher, Stephen	\$267.66
5/31/2016	0002984	Bridges, Maureen	\$529.99
5/31/2016	0176014	Bryan, Cynthia	\$2,708.33
5/31/2016	0000915	Bulat, Cheryl	\$4,302.46
5/31/2016	0003095	Burns, David	\$309.35
5/31/2016	0000934	Butler, Jennifer	\$3,248.88
5/31/2016	0013906	Calzaretta, Steven	\$2,164.79
5/31/2016	0156441	Campbell, Dana	\$604.91
5/31/2016	0003104	Cao, Hua	\$515.69
5/31/2016	0156655	Cappetta, Leilani	\$2,007.00
5/31/2016	0180724	Carlock, Jason	\$513.90
5/31/2016	0153590	Carroll, Don	\$802.98
5/31/2016	0000924	Casey, Craig	\$4,679.08
5/31/2016	0000829	Casey, Robert	\$4,783.83
5/31/2016	0002990	Castillo, Carolina	\$1,472.92
5/31/2016	0003193	Chang, Stephen	\$274.35
5/31/2016	0002998	Chin, Dixon	\$543.24
5/31/2016	0000884	Cienfuegos, Lillian	\$2,050.59
5/31/2016	0003192	Cisneros, Sharon	\$1,100.09
5/31/2016	0000859	Clay, Oscar	\$786.80
5/31/2016	0094966	Clemente, Antonio	\$1,900.21
5/31/2016	0177639	Coleman, Jasmine	\$732.30
5/31/2016	0002917	Conaghan, Elizabeth	\$280.16
5/31/2016	0007800	Corral, Iris	\$256.95
5/31/2016	0003191	Corte, Anthony	\$746.15
5/31/2016	0002710	Cosimo, Franco	\$739.60
5/31/2016	0002933	Craig, Marilyn	\$823.05
5/31/2016	0000794	Crockett, Janet	\$4,532.43
5/31/2016	0168899	Crowe, Ellen	\$4,128.71
5/31/2016	0000765	Cummings, Kabria	\$2,436.04
5/31/2016	0037605	Cunat, Ronald	\$267.66
5/31/2016	0002954	Dabner, Lelah	\$267.66
5/31/2016	0000843	Davidson, Jody	\$2,653.04
5/31/2016	0000790	De La Torre, Refugio	\$2,557.32
5/31/2016	0000786	Demato, Michelle	\$120.53

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0000763	Diaz, Maria	\$1,542.50
5/31/2016	0000917	Dominguez, Carlos	\$3,441.22
5/31/2016	0153591	Donnelly, John	\$571.46
5/31/2016	0170558	Drury, Benjamin	\$2,093.13
5/31/2016	0003184	Druska, John	\$618.70
5/31/2016	0000735	Duhon, Steven	\$3,263.50
5/31/2016	0003181	Dutt, Eric	\$347.44
5/31/2016	0003180	Eaton, Barbara	\$883.02
5/31/2016	0005692	Enstrom, Elena	\$510.71
5/31/2016	0003179	Eshafi, Nouri	\$301.80
5/31/2016	0020621	Esposito, Marie	\$574.20
5/31/2016	0000828	Fabiyi, Edith	\$2,731.04
5/31/2016	0003210	Farina, Peter	\$861.73
5/31/2016	0003212	Farnsworth, Dan	\$329.75
5/31/2016	0000814	Favela, Martha	\$1,661.46
5/31/2016	0000762	Fejt, George	\$3,076.79
5/31/2016	0000777	Felice, Susan	\$2,956.04
5/31/2016	0068009	Ferro Lusk, Marie	\$2,494.62
5/31/2016	0079155	Fields, Stanley	\$10,850.00
5/31/2016	0092824	Folkers, Jeff	\$1,502.08
5/31/2016	0162452	Foltz, Chris	\$267.66
5/31/2016	0160558	Fortier, Jr, George	\$836.79
5/31/2016	0003006	Fram, Harriet	\$186.00
5/31/2016	0160367	Freemon, Yolanda	\$3,264.79
5/31/2016	0000938	Gan, Xiaoling	\$3,485.17
5/31/2016	0003008	Garcia, Jose	\$529.99
5/31/2016	0000838	Garcia-Searle, Brenda	\$2,296.54
5/31/2016	0180943	Gardner, Dawn	\$256.95
5/31/2016	0000879	Garza, Sylvia	\$1,895.46
5/31/2016	0000935	Gatyas, Kenton	\$4,402.40
5/31/2016	0000724	Gilligan, Brian	\$3,205.99
5/31/2016	0040272	Gilmartin, Beth	\$540.56
5/31/2016	0000896	Ginley, Steven	\$5,336.00
5/31/2016	0156018	Glover, Brian	\$409.40
5/31/2016	0153917	Gniadek, Jamie	\$968.48
5/31/2016	0003174	Gong, Michael	\$294.44
5/31/2016	0157185	Grady, Myeisha	\$267.66
5/31/2016	0003164	Graf, Christina	\$375.88
5/31/2016	0000932	Gramas, Margaret	\$4,694.71

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0000892	Grice, James	\$6,170.71
5/31/2016	0000788	Gutierrez, Rosa	\$2,134.71
5/31/2016	0003105	Haffron, Dennis	\$740.32
5/31/2016	0003110	Halm, James	\$832.42
5/31/2016	0000805	Halmon, Jamie	\$2,289.33
5/31/2016	0167600	Hasanbegovic, Alma	\$321.19
5/31/2016	0003113	Hauswald, Carol	\$294.44
5/31/2016	0156429	Haynes, Bernice	\$642.36
5/31/2016	0165694	Helmus, Sara	\$3,046.13
5/31/2016	0000841	Herrera, Michelle	\$1,655.67
5/31/2016	0159384	Herrmann, Julianne	\$2,291.63
5/31/2016	0172468	Heslop, Eugene	\$275.36
5/31/2016	0002953	Hirsch, Maynard	\$581.47
5/31/2016	0000793	Hopkins, Margaret	\$2,620.63
5/31/2016	0000922	Huff, Cheryl	\$709.31
5/31/2016	0002912	Imburgia, Joseph	\$651.05
5/31/2016	0176980	Jacklin, William	\$3,333.33
5/31/2016	0182036	Jaeschke, Megan	\$462.50
5/31/2016	0000876	Jaimes, Nydia	\$2,032.67
5/31/2016	0170465	Jake-Matthews, Charmaine	\$269.96
5/31/2016	0173034	James, Nadja	\$2,823.92
5/31/2016	0002876	Jaquez, Evelyn	\$1,666.66
5/31/2016	0003136	Jenkins, Anthony	\$1,195.63
5/31/2016	0163501	Jimenez, Cesar	\$2,724.04
5/31/2016	0000785	Johnson, Caroline	\$280.16
5/31/2016	0060105	Jonas, David	\$3,358.87
5/31/2016	0181792	Jones, Theresa	\$944.85
5/31/2016	0173738	Joslin, Jeremy	\$3,203.13
5/31/2016	0003017	Jundt, Gene	\$735.85
5/31/2016	0003021	Kamien, Linda	\$1,266.09
5/31/2016	0170840	Kanan, Martha	\$520.12
5/31/2016	0003022	Kapuza, Marta	\$529.99
5/31/2016	0170885	Karasek, Geoffrey	\$520.12
5/31/2016	0020803	Karlberg, Jeffrey	\$587.31
5/31/2016	0000870	Kasprowicz, Michael	\$4,358.85
5/31/2016	0003157	Kelikian, Toulia	\$2,823.92
5/31/2016	0153094	Khan, Imran	\$319.17
5/31/2016	0165341	Klementzos, Jennifer	\$1,655.67
5/31/2016	0158400	Knickerbocker, Sharon	\$763.72

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0003161	Knoll, Jean	\$294.34
5/31/2016	0077801	Knowski, James	\$646.80
5/31/2016	0000004	Kott, Micheal	\$3,018.75
5/31/2016	0000021	Koutny, Linda	\$2,234.88
5/31/2016	0165428	Kovacs, Laszlo	\$2,044.67
5/31/2016	0166877	Kress, Seth	\$818.80
5/31/2016	0002957	Kupec, Debra	\$2,109.00
5/31/2016	0107914	Labno, David	\$291.64
5/31/2016	0000755	Lanciotti, Lawrence	\$4,539.40
5/31/2016	0003171	Lasorella, Daliana	\$446.38
5/31/2016	0003023	Latham-Williams, Karen	\$700.40
5/31/2016	0002974	Latto, Lane	\$535.32
5/31/2016	0000832	Latto, Tara	\$632.45
5/31/2016	0003176	Leven, Robert	\$351.11
5/31/2016	0000811	Lind, Carmen	\$3,636.63
5/31/2016	0000833	Litwicki, Mark	\$4,296.29
5/31/2016	0003139	Loomis, Tisha	\$537.66
5/31/2016	0168347	Lopez, Aaron	\$277.24
5/31/2016	0002926	Lopez, Beda	\$256.95
5/31/2016	0060156	Lopez, Edwin	\$679.80
5/31/2016	0003025	Lopez, Flora	\$45.00
5/31/2016	0003094	Lopez, Noe	\$747.08
5/31/2016	0002037	LoPresti, Joseph	\$1,101.37
5/31/2016	0027824	Lorgus, Richard	\$267.66
5/31/2016	0003033	Lozano, Gloria	\$1,655.67
5/31/2016	0003026	Lubeck, Sarah	\$543.24
5/31/2016	0160597	Lubenkov, Paul	\$535.32
5/31/2016	0003100	Lyons, Kenneth	\$840.63
5/31/2016	0155594	MacHino, Jeri	\$4,103.92
5/31/2016	0173996	Mallett, Klaudia	\$289.07
5/31/2016	0154317	Mangia, Vlasta	\$1,593.89
5/31/2016	0037631	Marquez, Carlos	\$392.34
5/31/2016	0003027	Marquez, Maria	\$510.71
5/31/2016	0000822	Martinez, Blanca	\$1,723.50
5/31/2016	0168363	Martinez, Ernest	\$1,188.86
5/31/2016	0167581	Martinez Jr, Salvador	\$857.23
5/31/2016	0000955	Martinez, Raul	\$2,137.42
5/31/2016	0000869	Marzullo, Frank	\$3,867.50
5/31/2016	0017224	Mata, Gabriela	\$1,591.96

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0003106	Matthews, Kay	\$858.88
5/31/2016	0156448	Maxfield, Jessica	\$541.80
5/31/2016	0156656	Mazzone, Dominick	\$413.04
5/31/2016	0000732	McFadden, James	\$563.56
5/31/2016	0000909	McGhee, Edward	\$1,759.69
5/31/2016	0002697	McLaughlin, Keith	\$4,896.83
5/31/2016	0003030	McManmon, Zoe	\$543.24
5/31/2016	0002885	Miculinic, Bonnie	\$1,516.67
5/31/2016	0177186	Miller, Jacquelyn	\$525.46
5/31/2016	0003032	Miral, Luis	\$529.99
5/31/2016	0170780	Miranda, Ashley	\$882.77
5/31/2016	0000769	Mohr, Michele	\$3,851.00
5/31/2016	0181768	Mollett, Melissa	\$3,125.00
5/31/2016	0002467	Montgomery, Jered	\$256.95
5/31/2016	0002708	Montoro, Roger	\$2,197.19
5/31/2016	0054966	Montoro, Roger	\$1,200.42
5/31/2016	0000839	Moore, Linda	\$4,353.95
5/31/2016	0000816	Moravecek, Robert	\$639.86
5/31/2016	0155712	Moreno, Benjamin	\$281.21
5/31/2016	0003131	Moses, Calvin	\$309.35
5/31/2016	0000856	Munoz, Hector	\$3,343.58
5/31/2016	0000855	Mutameni, Shoeleh	\$4,287.96
5/31/2016	0161139	Nakashima, Anna	\$2,825.05
5/31/2016	0000910	Navarro, Rafael	\$1,650.24
5/31/2016	0003135	Neadly, Jerome	\$303.33
5/31/2016	0000815	Nedza, Michael	\$5,456.77
5/31/2016	0049422	Ocampo, Jose	\$1,342.65
5/31/2016	0003146	Ochoa-Galindo, Carmen	\$267.66
5/31/2016	0000928	O'Connell, James	\$2,370.26
5/31/2016	0081992	O'Halloran, Denis	\$256.95
5/31/2016	0000825	Orfei, Dante	\$9,693.94
5/31/2016	0000747	Paez, Elizabeth	\$2,287.21
5/31/2016	0003154	Palermo, Eileen	\$588.87
5/31/2016	0000951	Paneral, Beth	\$1,457.97
5/31/2016	0000784	Papes, Catherine	\$1,837.38
5/31/2016	0000778	Parise, Patricia	\$4,416.63
5/31/2016	0082070	Patterson, Jessica	\$785.40
5/31/2016	0000779	Pawlak, Richard	\$2,362.38
5/31/2016	0002913	Pearson, Dennis	\$5,843.63

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0144701	Pencak, Rose	\$356.88
5/31/2016	0000820	Pencheva, Tsonka	\$4,051.43
5/31/2016	0007939	Perez, Armando	\$1,763.00
5/31/2016	0000863	Perez, Guadalupe	\$1,723.46
5/31/2016	0000950	Perez, Jaime	\$1,042.51
5/31/2016	0003036	Perez, Margarita	\$829.10
5/31/2016	0000776	Perez, Mireya	\$3,730.67
5/31/2016	0003160	Perusich, James	\$588.88
5/31/2016	0003038	Pettus, Exodus	\$1,158.61
5/31/2016	0177526	Pierce, Tommy	\$3,750.00
5/31/2016	0000903	Piest, Karen	\$2,622.75
5/31/2016	0021099	Pila, Pamela	\$907.97
5/31/2016	0180195	Pipikios, Iwona	\$415.40
5/31/2016	0000752	Porod, Eric	\$2,951.88
5/31/2016	0000771	Potempa, John	\$4,403.34
5/31/2016	0160605	Primm, Rebecca	\$2,287.21
5/31/2016	0000848	Pullia, Nicole	\$1,523.67
5/31/2016	0041753	Quiroga-Nevarez, Daiana	\$2,046.38
5/31/2016	0000743	Raigoza, Suzanna	\$2,456.03
5/31/2016	0000889	Ramirez, Jose	\$1,657.54
5/31/2016	0168948	Ray, Anthony	\$4,166.67
5/31/2016	0000953	Raygoza, Liliana	\$1,291.63
5/31/2016	0156449	Raymond, Mary	\$2,919.92
5/31/2016	0000726	Reft, Jennifer	\$2,984.29
5/31/2016	0162405	Retzer, Martin	\$539.92
5/31/2016	0003168	Reynard, Michael	\$1,297.74
5/31/2016	0003172	Ritz, Jim	\$588.88
5/31/2016	0000872	Rivas, Angel	\$1,516.75
5/31/2016	0000795	Rivera, Doris	\$1,994.96
5/31/2016	0000925	Rivera, Juan	\$2,023.59
5/31/2016	0000748	Rodriguez, Diana	\$1,900.21
5/31/2016	0156404	Rodriguez Jr, Jesus	\$1,998.75
5/31/2016	0003042	Rohl, Michael	\$516.89
5/31/2016	0000851	Roland, H.M. Joyce	\$543.24
5/31/2016	0000741	Ross, Robert	\$1,536.94
5/31/2016	0000902	Rozhon, Kathleen	\$2,104.50
5/31/2016	0000797	Ruiz, Ruben	\$2,454.88
5/31/2016	0180942	Rule, Martin	\$256.95
5/31/2016	0000895	Rutka, Leonard	\$2,971.48

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0167605	Sahs, Marvin	\$462.50
5/31/2016	0000754	Sajatovic, Mark	\$1,829.79
5/31/2016	0156479	Samplawski, Phyllis	\$270.00
5/31/2016	0000907	Sanchez, Luis	\$5,305.07
5/31/2016	0003044	Sanchez, Pedro	\$543.24
5/31/2016	0003018	Sandoval, Jamie	\$409.40
5/31/2016	0162444	Sanei, Maxwell	\$178.44
5/31/2016	0000737	Sarther, Diane	\$5,294.13
5/31/2016	0003149	Sassetti, James	\$588.88
5/31/2016	0000921	Scatchell, Candyce	\$2,055.00
5/31/2016	0003134	Schmidt, Joseph	\$788.59
5/31/2016	0000898	Schmitt, Robert	\$4,073.52
5/31/2016	0000860	Schoepf, Cheryl	\$2,094.25
5/31/2016	0160546	Schrey, Courtney	\$499.63
5/31/2016	0002963	Schultz, Marcia	\$535.32
5/31/2016	0000801	Seibel, George	\$5,931.88
5/31/2016	0000731	Seo, Kymberly	\$5,843.64
5/31/2016	0000772	Shamoon, Zaya	\$687.03
5/31/2016	0002709	Shouba, Derek	\$4,312.00
5/31/2016	0000824	Siddiqi, Muddassir	\$7,364.88
5/31/2016	0003089	Sleeth, Bradley	\$2,796.08
5/31/2016	0121377	Smith, Daniel	\$275.36
5/31/2016	0003170	Smith, Duane	\$1,446.04
5/31/2016	0003165	Smith-Irwa, Pamela	\$928.05
5/31/2016	0000789	Smith, Maria	\$1,542.50
5/31/2016	0134848	Smith, Raymond	\$1,639.71
5/31/2016	0000939	Sonnier, Celeste	\$3,166.00
5/31/2016	0000842	Soto, Marlene	\$1,766.83
5/31/2016	0000882	Soto, Martin	\$2,474.42
5/31/2016	0125437	Soto, Yasna	\$1,291.63
5/31/2016	0000943	Spaniol, Scott	\$3,190.67
5/31/2016	0003155	Spoleti, Thomas	\$585.53
5/31/2016	0005838	Steinz, Margaret	\$2,002.19
5/31/2016	0007897	Stella, Leslie	\$524.23
5/31/2016	0003137	Stewart, Constance	\$588.88
5/31/2016	0099337	Stillo, Louis	\$963.76
5/31/2016	0000834	Stukel, Catherine	\$3,178.33
5/31/2016	0000761	Styer, Audrey	\$4,655.86
5/31/2016	0000874	Suire, Eugene	\$3,240.18

Morton College - Payroll Register - Period Ending May 31, 2016

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earning
5/31/2016	0003130	Sun, Yizhong	\$294.34
5/31/2016	0000897	Sykora, Donald	\$5,126.04
5/31/2016	0154190	Taylor, Kimberly	\$1,150.94
5/31/2016	0161138	Tejeda, Erika	\$2,171.25
5/31/2016	0159232	Thelemaque, Cristina	\$281.21
5/31/2016	0000836	Toledo, Raquel	\$2,247.08
5/31/2016	0000738	Torres, Gina	\$2,256.75
5/31/2016	0160493	Traver, David	\$547.37
5/31/2016	0003051	Trevino-Garcia, Linda	\$1,089.43
5/31/2016	0002931	Turner, Jocelyn	\$535.32
5/31/2016	0000019	Ulbrich, Scott	\$2,742.75
5/31/2016	0003107	Vacek, Sarah	\$919.76
5/31/2016	0003057	Valeriano, Joann	\$149.42
5/31/2016	0000886	Vargas, Maria	\$2,119.74
5/31/2016	0000796	Vazquez, Luis	\$887.52
5/31/2016	0000823	Vega, Alfonso	\$1,636.88
5/31/2016	0166301	Vega-Huezo, Wendy	\$2,647.92
5/31/2016	0000808	Velazquez, Marisol	\$3,004.70
5/31/2016	0000868	Walley, Cynthia	\$2,984.29
5/31/2016	0000817	Walsh, Cheryl	\$141.57
5/31/2016	0013245	Warren, John	\$3,929.80
5/31/2016	0000803	Wedge, Frances	\$3,626.46
5/31/2016	0000758	Weinstein, Thomas	\$2,309.29
5/31/2016	0163956	Wiehle, Michael	\$267.66
5/31/2016	0003059	Winningham, Susan	\$529.99
5/31/2016	0000767	Wolff, Michael	\$147.92
5/31/2016	0003060	Woodbury, Martha	\$485.00
5/31/2016	0000736	Wood, Robert	\$6,309.00
5/31/2016	0133829	Yaghoubi, Poupak	\$624.54
5/31/2016	0165741	Young-Huff, Evelyn	\$2,183.39
5/31/2016	0003061	Zabransky, Angela	\$485.00
5/31/2016	0003091	Zeni, Wendy	\$294.44
5/31/2016	0003086	Zick, Jennifer	\$294.44
5/31/2016	0000813	Zukauskas, Karolis	\$3,196.88
5/31/2016	0000883	Zych, Antoinette	\$2,528.46
Total			\$609,292.96

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 2:31 PM
To: Melissa Mollett
Cc: Maria Anderson; David Gonzalez
Subject: Fwd: Action Item 8.2 for 7/25/16 Board Meeting
Attachments: MC- May 16 budget (002).pdf; ATT00001.htm

Ok

Begin forwarded message:

From: "Mireya Perez" <mireya.perez@morton.edu>
To: "Stan Fields" <stan.fields@morton.edu>
Cc: "Melissa Mollett" <melissa.mollett@morton.edu>, "Maria Anderson" <maria.anderson@morton.edu>
Subject: FW: Action Item 8.2 for 7/25/16 Board Meeting

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING APRIL, 2016 BE RECEIVED AND APPROVED AS SUBMITTED.

Rationale: [Please refer to attached Monthly Budget Report.]

Attachments: Monthly Budget Report

Thanks,

*Mireya Perez
Director of Business Services
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: David Gonzalez
Sent: Thursday, July 14, 2016 11:13 AM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.2 for 7/25/16 Board Meeting

Mireya,

This is the new format for monthly report and I have also changed the Proposed Action wording below.

David

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING APRIL, 2016 BE RECEIVED AND APPROVED AS SUBMITTED.

Rationale: [Please refer to attached Monthly Budget Report.]

Attachments: Monthly Budget Report

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Morton Community College
Budget Report
For 11 Months Ending May 31, 2016



Morton Community College
Budget Report Summary
For 11 Months Ending May 31, 2016

92%

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 17,741,425	\$ 22,602,126	78.5%	\$ 4,860,701
Expenditures	17,836,494	22,318,736	79.9%	4,482,242
Net	\$ (95,069)	\$ 283,390		\$ 378,459
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 2,386,565	\$ 3,390,500	70.4%	\$ 1,003,935
Expenditures	2,659,574	3,388,839	78.5%	729,265
Net	\$ (273,009)	\$ 1,661		\$ 274,670
<u>Restricted Purpose Fund</u>				
Revenue	\$ 8,368,671	\$ 17,087,931	49.0%	\$ 8,719,260
Expenditures	9,242,240	17,087,931	54.1%	7,845,691
Net	\$ (873,570)	\$ -		\$ 873,570
<u>Audit Fund</u>				
Revenue	\$ 62,927	\$ 92,500	68.0%	\$ 29,573
Expenditures	-	90,000	0.0%	90,000
Net	\$ 62,927	\$ 2,500		\$ (60,427)
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ 677,175	\$ 751,000	90.2%	\$ 73,825
Expenditures	531,128	700,250	75.8%	169,122
Net	\$ 146,047	\$ 50,750		\$ (95,297)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 769,654	\$ 600,100	128.3%	\$ (169,554)
Expenditures	537,275	608,950	88.2%	71,675
Net	\$ 232,379	\$ (8,850)		\$ (241,229)
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 3,350,037	\$ 5,550,000	60.4%	\$ 2,199,963
Expenditures	3,685,232	5,550,000	66.4%	1,864,768
Net	\$ (335,196)	\$ -		\$ 335,196
<u>Auxiliary Fund</u>				
Revenue	\$ 1,484,287	\$ 2,342,000	63.4%	\$ 857,713
Expenditures	1,456,910	2,324,871	62.7%	867,961
Net	\$ 27,377	\$ 17,129		\$ (10,248)
<u>Working Cash Fund</u>				
Revenue	\$ 13,700	\$ 8,000	171.2%	\$ (5,700)
Expenditures	-	8,000	0.0%	8,000
Net	\$ 13,700	\$ -		\$ (13,700)
<u>All Funds</u>				
Revenue	\$ 34,854,439	\$ 52,424,157	66.5%	\$ 17,569,718
Expenditures	35,948,854	52,077,577	69.0%	16,128,723
Net	\$ (1,094,415)	\$ 346,580		\$ 1,440,995

EDUCATION FUND REVENUE
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 6,105,496	\$ 6,550,000	93.2%	\$ 444,504
Chargeback revenue	-	5,000	0.0%	5,000
Total Local Government	<u>6,105,496</u>	<u>6,555,000</u>	<u>93.1%</u>	<u>449,504</u>
CORP PERSONAL PROPERTY TAXES	<u>502,780</u>	<u>650,000</u>	<u>77.4%</u>	<u>147,220</u>
STATE GOVERNMENT				
ICCB credit hour grants	531,292	1,757,976	30.2%	1,226,684
ICCB equalization grants	857,969	3,376,250	25.4%	2,518,281
State board of ed- vocational education	-	123,800	0.0%	123,800
Total State Government	<u>1,389,261</u>	<u>5,258,026</u>	<u>26.4%</u>	<u>3,868,765</u>
STUDENT TUITION AND FEES				
Tuition	7,985,952	8,164,000	97.8%	178,048
Fees	1,703,981	1,666,300	102.3%	(37,681)
Total Tuition and Fees	<u>9,689,934</u>	<u>9,830,300</u>	<u>98.6%</u>	<u>140,366</u>
MISCELLANEOUS				
Sales and service fees	37,142	81,800	45.4%	44,658
Investment revenue	7,080	6,000	118.0%	(1,080)
Nongovernmental gifts & scholarships	9,733	13,000	74.9%	3,267
Total Other Sources	<u>53,954</u>	<u>100,800</u>	<u>53.5%</u>	<u>46,846</u>
Total Revenue	<u>17,741,425</u>	<u>22,394,126</u>	<u>79.2%</u>	<u>4,652,701</u>
Transfers in	<u>-</u>	<u>208,000</u>	<u>0.0%</u>	<u>208,000</u>
Total Revenue and Transfers in	<u>\$ 17,741,425</u>	<u>\$ 22,602,126</u>	<u>78.5%</u>	<u>\$ 4,860,701</u>

EDUCATION FUND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 6,807,107	\$ 7,597,420	89.6%	\$ 790,313
Employee benefits	536,717	582,522	92.1%	45,805
Contractual services	184,491	245,800	75.1%	61,309
Material and supplies	188,036	378,680	49.7%	190,644
Conferences and meetings	10,970	25,775	42.6%	14,805
Other	1,339	1,500	89.3%	161
Total Instruction	<u>7,728,660</u>	<u>8,831,697</u>	<u>87.5%</u>	<u>1,103,037</u>
Academic Support				
Salaries	1,208,281	1,363,267	88.6%	154,986
Employee benefits	163,040	186,632	87.4%	23,592
Contractual services	181,670	224,539	80.9%	42,869
Material and supplies	157,451	342,345	46.0%	184,894
Conferences and meetings	22,325	32,500	68.7%	10,175
Fixed charges	31,121	67,000	46.4%	35,879
Total Academic Support	<u>1,763,888</u>	<u>2,216,283</u>	<u>79.6%</u>	<u>452,395</u>
Student Services				
Salaries	1,390,093	1,663,953	83.5%	273,860
Employee benefits	182,080	214,379	84.9%	32,299
Contractual services	115,228	176,400	65.3%	61,172
Material and supplies	53,372	156,800	34.0%	103,428
Conferences and meetings	24,437	46,800	52.2%	22,363
Fixed charges	20,461	21,300	96.1%	839
Total Student Services	<u>1,785,672</u>	<u>2,279,632</u>	<u>78.3%</u>	<u>493,960</u>

EDUCATION FUND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Public Service/Continuing Education				
Salaries	145,247	216,420	67.1%	71,173
Employee benefits	23,187	29,961	77.4%	6,774
Contractual services	34,873	49,100	71.0%	14,227
Material and supplies	2,124	9,449	22.5%	7,325
Conferences and meetings	-	3,000	0.0%	3,000
Other	99	-	0.0%	(99)
Total Public Service/Continuing Education	<u>205,530</u>	<u>307,930</u>	<u>66.7%</u>	<u>102,400</u>
Auxiliary Services				
Salaries	178,432	194,784	91.6%	16,352
Employee benefits	23,883	21,227	112.5%	(2,656)
Contractual services	225,997	239,069	94.5%	13,072
Material and supplies	88,755	100,275	88.5%	11,520
Conferences and meetings	110,111	115,750	95.1%	5,639
Fixed charges	4,000	4,000	100.0%	-
Total Auxiliary Services	<u>631,178</u>	<u>675,105</u>	<u>93.5%</u>	<u>43,927</u>
Institutional Support				
Salaries	2,082,663	2,594,835	80.3%	512,172
Employee benefits	404,389	457,804	88.3%	53,415
Contractual services	1,440,355	1,764,500	81.6%	324,145
Material and supplies	441,031	588,850	74.9%	147,819
Conferences and meetings	113,077	216,100	52.3%	103,023
Fixed charges	1,380	1,000	138.0%	(380)
Capital outlay	44,356	45,000	98.6%	644
Other	33,624	40,000	84.1%	6,376
Total Institutional Support	<u>4,560,875</u>	<u>5,708,089</u>	<u>79.9%</u>	<u>1,147,214</u>

EDUCATION FUND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Scholarships, Student Grants & Waivers				
Student grants and scholarships	1,107,241	875,000	126.5%	(232,241)
Other	<u>53,449</u>	<u>55,000</u>	<u>97.2%</u>	<u>1,551</u>
Total Scholarships, Student Grants & Waivers	<u>1,160,690</u>	<u>930,000</u>	<u>124.8%</u>	<u>(230,690)</u>
 Total Expenditures	<u>17,836,494</u>	<u>20,948,736</u>	<u>85.1%</u>	<u>3,112,242</u>
Contingencies	<u>-</u>	<u>200,000</u>	<u>0.0%</u>	<u>200,000</u>
Transfers out	<u>-</u>	<u>1,170,000</u>	<u>0.0%</u>	<u>1,170,000</u>
 Total Expenditures and Transfers out	<u><u>\$ 17,836,494</u></u>	<u><u>\$ 22,318,736</u></u>	<u><u>79.9%</u></u>	<u><u>\$ 4,482,242</u></u>

OPERATIONS & MAINTENANCE FUND REVENUE
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ 1,261,732</u>	<u>\$ 1,545,000</u>	<u>81.7%</u>	<u>\$ 283,268</u>
CORP PERSONAL PROPERTY TAXES	<u>502,780</u>	<u>650,000</u>	<u>77.4%</u>	<u>147,220</u>
STUDENT FEES				
Fees	<u>604,034</u>	<u>570,000</u>	<u>106.0%</u>	<u>(34,034)</u>
Total Student Fees	<u>604,034</u>	<u>570,000</u>	<u>106.0%</u>	<u>(34,034)</u>
MISCELLANEOUS				
Sales and service fees	<u>3,270</u>	<u>10,000</u>	<u>32.7%</u>	<u>6,730</u>
Facilities	<u>10,080</u>	<u>13,500</u>	<u>74.7%</u>	<u>3,420</u>
Investment revenue	<u>843</u>	<u>2,000</u>	<u>42.2%</u>	<u>1,157</u>
Other	<u>3,826</u>	<u>-</u>	<u>0.0%</u>	<u>(3,826)</u>
Total Miscellaneous	<u>18,019</u>	<u>25,500</u>	<u>70.7%</u>	<u>7,481</u>
Total Revenue	<u>2,386,565</u>	<u>2,790,500</u>	<u>85.5%</u>	<u>403,935</u>
Transfers in	<u>-</u>	<u>600,000</u>	<u>0.0%</u>	<u>600,000</u>
Total Revenue and Transfers in	<u><u>\$ 2,386,565</u></u>	<u><u>\$ 3,390,500</u></u>	<u><u>70.4%</u></u>	<u><u>\$ 1,003,935</u></u>

OPERATIONS & MAINTENANCE FUND EXPENDITURES**92%**

For 11 Months Ending May 31, 2016

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$ 1,409,534	\$ 1,634,542	86.2%	\$ 225,008
Employee benefits	165,530	205,797	80.4%	40,267
Contractual services	285,099	495,000	57.6%	209,901
Material and supplies	85,623	166,500	51.4%	80,877
Conferences and meetings	2,116	6,000	35.3%	3,884
Utilities	696,128	820,000	84.9%	123,872
Capital outlay	15,545	51,000	30.5%	35,455
Other	-	10,000	0.0%	10,000
	<u>2,659,574</u>	<u>3,388,839</u>	<u>78.5%</u>	<u>729,265</u>
Total Operations and Maintenance of Plant	<u>2,659,574</u>	<u>3,388,839</u>	<u>78.5%</u>	<u>729,265</u>
Total Expenditures	<u>\$ 2,659,574</u>	<u>\$ 3,388,839</u>	<u>78.5%</u>	<u>\$ 729,265</u>

RESTRICTED PURPOSE FUND REVENUE
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
State board of education- adult education	\$ 10,500	\$ 700,517	1.5%	\$ 690,017
ICCB grant revenue- other	<u>138,461</u>	<u>3,913,006</u>	<u>3.5%</u>	<u>3,774,545</u>
Total State Government	<u>148,961</u>	<u>4,613,523</u>	<u>3.2%</u>	<u>4,464,562</u>
FEDERAL GOVERNMENT				
Department of education	7,994,918	12,017,326	66.5%	4,022,408
Other	<u>199,791</u>	<u>399,582</u>	<u>50.0%</u>	<u>199,791</u>
Total Federal Government	<u>8,194,709</u>	<u>12,416,908</u>	<u>66.0%</u>	<u>4,222,199</u>
OTHER SOURCES				
Nongovernmental grants	<u>25,000</u>	<u>57,500</u>	<u>43.5%</u>	<u>32,500</u>
Total Other Sources	<u>25,000</u>	<u>57,500</u>	<u>43.5%</u>	<u>32,500</u>
Total Revenue	<u>\$ 8,368,671</u>	<u>\$ 17,087,931</u>	<u>49.0%</u>	<u>\$ 8,719,260</u>

RESTRICTED PURPOSE FUND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 922,010	\$ 1,070,060	86.2%	\$ 148,050
Employee benefits	39,563	2,037,865	1.9%	1,998,302
Contractual services	58,975	172,832	34.1%	113,857
Material and supplies	27,090	178,609	15.2%	151,519
Conferences and meetings	15,367	21,400	71.8%	6,033
Capital outlay	836	10,000	8.4%	9,164
Other	-	500	0.0%	500
Total Instruction	<u>1,063,841</u>	<u>3,491,266</u>	<u>30.5%</u>	<u>2,427,425</u>
Academic Support				
Employee benefits	-	250,000	0.0%	250,000
Total Academic Support	<u>-</u>	<u>250,000</u>	<u>0.0%</u>	<u>250,000</u>
Student Services				
Employee benefits	-	350,000	0.0%	350,000
Total Student Services	<u>-</u>	<u>350,000</u>	<u>0.0%</u>	<u>350,000</u>
Public Service/Continuing Education				
Salaries	132,463	143,170	92.5%	10,707
Employee benefits	20,031	110,185	18.2%	90,154
Contractual services	3,342	2,200	151.9%	(1,142)
Material and supplies	529	2,580	20.5%	2,051
Conferences and meetings	9,329	12,465	74.8%	3,136
Total Public Service/Continuing Education	<u>165,694</u>	<u>270,600</u>	<u>61.2%</u>	<u>104,906</u>

RESTRICTED PURPOSE FUND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
Auxiliary Services				
Employee benefits	-	125,000	0.0%	125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
Operations and Maintenance of Plant				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
Institutional Support				
Employee benefits	-	400,000	0.0%	400,000
Total Institutional Support	-	400,000	0.0%	400,000
Scholarships, Student Grants & Waivers				
Salaries	79,386	97,527	81.4%	18,141
Student grants and scholarships	7,933,320	11,641,538	68.1%	3,708,218
Other	-	12,000	0.0%	12,000
Total Scholarships, Student Grants & Waivers	8,012,706	11,751,065	68.2%	3,738,359
Total Expenditures	<u>\$ 9,242,240</u>	<u>\$ 17,087,931</u>	<u>54.1%</u>	<u>\$ 7,845,691</u>

AUDIT FUND REVENUE AND EXPENDITURES**92%****For 11 Months Ending May 31, 2016**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ 62,925</u>	<u>\$ 72,500</u>	<u>86.8%</u>	<u>\$ 9,575</u>
Transfers in	<u>-</u>	<u>20,000</u>	<u>0.0%</u>	<u>20,000</u>
MISCELLANEOUS				
Investment revenue	<u>2</u>	<u>-</u>	<u>0.0%</u>	<u>(2)</u>
Total Revenue and Transfers in	<u><u>\$ 62,927</u></u>	<u><u>\$ 92,500</u></u>	<u><u>68.0%</u></u>	<u><u>\$ 29,573</u></u>
EXPENDITURES				
By Program:				
Institutional Support				
Contractual Services	<u><u>\$ -</u></u>	<u><u>\$ 90,000</u></u>	<u><u>0.0%</u></u>	<u><u>\$ 90,000</u></u>

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ 677,163</u>	<u>\$ 751,000</u>	<u>90.2%</u>	<u>\$ 73,837</u>
MISCELLANEOUS				
Investment revenue	<u>12</u>	<u>-</u>	<u>0.00%</u>	<u>(12)</u>
Total Revenue	<u><u>\$ 677,175</u></u>	<u><u>\$ 751,000</u></u>	<u><u>90.2%</u></u>	<u><u>\$ 73,825</u></u>
EXPENDITURES				
By Program:				
Instruction				
Employee benefits	<u>\$ 99,124</u>	<u>\$ 110,000</u>	<u>90.1%</u>	<u>\$ 10,876</u>
Academic Support				
Employee benefits	<u>14,339</u>	<u>13,500</u>	<u>106.2%</u>	<u>(839)</u>
Student Services				
Employee benefits	<u>15,833</u>	<u>18,000</u>	<u>88.0%</u>	<u>2,167</u>
Public Service/Continuing Education				
Employee benefits	<u>3,228</u>	<u>5,500</u>	<u>58.7%</u>	<u>2,272</u>
Auxiliary Services				
Employee benefits	<u>3,376</u>	<u>4,000</u>	<u>84.4%</u>	<u>624</u>
Operations and Maintenance of Plant				
Employee benefits	<u>18,004</u>	<u>19,250</u>	<u>93.5%</u>	<u>1,246</u>
Institutional Support				
Employee benefits	30,568	60,000	50.9%	29,432
Contractual services	325,486	370,000	88.0%	44,514
Fixed charges	<u>21,170</u>	<u>100,000</u>	<u>21.2%</u>	<u>78,830</u>
Total Institutional Support	<u>377,225</u>	<u>530,000</u>	<u>71.2%</u>	<u>152,775</u>
Total Expenditures	<u><u>\$ 531,128</u></u>	<u><u>\$ 700,250</u></u>	<u><u>75.8%</u></u>	<u><u>\$ 169,122</u></u>

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES**92%****For 11 Months Ending May 31, 2016**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Local taxes	<u>\$ 769,645</u>	<u>\$ 600,000</u>	<u>128.3%</u>	<u>\$ (169,645)</u>
MISCELLANEOUS				
Investment revenue	<u>9</u>	<u>100</u>	<u>9.2%</u>	<u>91</u>
Total Revenue	<u><u>\$ 769,654</u></u>	<u><u>\$ 600,100</u></u>	<u><u>128.3%</u></u>	<u><u>\$ (169,554)</u></u>
EXPENDITURES				
By Program:				
Institutional Support				
Fixed charges	<u>\$ 537,275</u>	<u>\$ 608,950</u>	<u>88.2%</u>	<u>\$ 71,675</u>
Total Institutional Support	<u>537,275</u>	<u>608,950</u>	<u>88.2%</u>	<u>71,675</u>
Total Expenditures	<u><u>\$ 537,275</u></u>	<u><u>\$ 608,950</u></u>	<u><u>88.2%</u></u>	<u><u>\$ 71,675</u></u>

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES
For 11 Months Ending May 31, 2016

92%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
Other state sources- capital grant	<u>\$ 3,350,037</u>	<u>\$ 5,000,000</u>	<u>67.0%</u>	<u>\$ 1,649,963</u>
Total Revenue	<u>3,350,037</u>	<u>5,000,000</u>	<u>67.0%</u>	<u>1,649,963</u>
Transfers in	<u>-</u>	<u>550,000</u>	<u>0.0%</u>	<u>550,000</u>
Total Revenue and Transfers in	<u><u>\$ 3,350,037</u></u>	<u><u>\$ 5,550,000</u></u>	<u><u>60.4%</u></u>	<u><u>\$ 2,199,963</u></u>
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Contractual services	<u>\$ 368,443</u>	<u>\$ 750,000</u>	<u>49.1%</u>	<u>\$ 381,557</u>
Capital outlay	<u>3,316,789</u>	<u>4,800,000</u>	<u>69.1%</u>	<u>1,483,211</u>
Total Operation and Maintenance of Plant	<u>3,685,232</u>	<u>5,550,000</u>	<u>66.4%</u>	<u>1,864,768</u>
Total Expenditures	<u><u>\$ 3,685,232</u></u>	<u><u>\$ 5,550,000</u></u>	<u><u>66.4%</u></u>	<u><u>\$ 1,864,768</u></u>

AUXILIARY FUND REVENUE AND EXPENDITURES**92%****For 11 Months Ending May 31, 2016**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
SALES AND SERVICE FEES				
Bookstore	\$ 1,484,287	\$ 2,342,000	63.4%	\$ 857,713
Total Revenue	<u>\$ 1,484,287</u>	<u>\$ 2,342,000</u>	<u>63.4%</u>	<u>\$ 857,713</u>
EXPENDITURES				
By Program:				
Auxiliary Services				
Salaries	\$ 196,234	\$ 241,874	81.1%	\$ 45,640
Employee benefits	18,906	23,547	80.3%	4,641
Contractual services	18,917	18,500	102.3%	(417)
Material and supplies	1,204,854	1,818,950	66.2%	614,096
Conferences and meetings	-	4,000	0.0%	4,000
Capital outlay	18,000	18,000	100.0%	-
Total Auxiliary Services	<u>1,456,910</u>	<u>2,124,871</u>	<u>68.6%</u>	<u>667,961</u>
Total Expenditures	<u>1,456,910</u>	<u>2,124,871</u>	<u>68.6%</u>	<u>667,961</u>
Transfers out	<u>-</u>	<u>200,000</u>	<u>0.0%</u>	<u>200,000</u>
Total Expenditures and Transfers out	<u>\$ 1,456,910</u>	<u>\$ 2,324,871</u>	<u>62.7%</u>	<u>\$ 867,961</u>

WORKING CASH FUND REVENUE AND EXPENDITURES**92%****For 11 Months Ending May 31, 2016**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
Other Sources				
Investment revenue	<u>\$ 13,700</u>	<u>\$ 8,000</u>	<u>171.2%</u>	<u>\$ (5,700)</u>
Total Revenue	<u><u>\$ 13,700</u></u>	<u><u>\$ 8,000</u></u>	<u><u>171.2%</u></u>	<u><u>\$ (5,700)</u></u>
Transfers Out	<u><u>\$ -</u></u>	<u><u>\$ 8,000</u></u>	<u><u>0.0%</u></u>	<u><u>\$ 8,000</u></u>

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 2:32 PM
To: Melissa Mollett
Cc: Maria Anderson; David Gonzalez
Subject: Fwd: Action Item 8.3 for 7/25/16 Board Meeting
Attachments: Treasurer's Report 5-31-16.pdf; ATT00001.htm

Ok

Begin forwarded message:

From: Mireya Perez <mireya.perez@morton.edu>
Date: July 14, 2016 at 11:10:29 AM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>
Subject: FW: Action Item 8.3 for 7/25/16 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR MAY 2016 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thanks,

*Mireya Perez
Director of Business Services
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: David Gonzalez
Sent: Thursday, July 14, 2016 11:08 AM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: FW: Action Item 8.3 for 7/25/16 Board Meeting

Ok to send

Begin forwarded message:

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Date: July 12, 2016 at 4:27:37 PM CDT

To: 'David Gonzalez' <David.Gonzalez@cpagwa.com>

Subject: Action Item 8.3 for 7/25/16 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR MAY 2016 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thank you,

Suzanna Raigoza
Accountant
Morton College
3801 S Central Ave
Cicero, IL 60804
P: 708-656-8000 ext 2305
F: 708-656-3194

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Morton College Treasurer's Report

Month Ending: May 31, 2016

Institution	Purchased	Principal	Rate	Type	Maturity
Fifth Third, Cicero	21-Feb-03	\$ 11,014.12	5.0000%	GNMA	15-Jan-18
	21-Feb-03	\$ 3,703.42	5.5000%	GNMA	15-Jan-17
	1-May-06	\$ 603,230.39	0.0100%	Money Market	31-May-16
	Sum	<u>\$ 617,947.93</u>			
The Illinois Funds, Springfield	1-May-06	\$10,037,370.57	0.0100%	TIF Prime Fund	31-May-16
	Sum	<u>\$10,037,370.57</u>			
Grand Total		\$10,655,318.50			

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 5:54 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: Action Item Personnel for July Board *corrected*
Attachments: HR Corrected Merit Pay Matrix version DG final.xlsx; ATT00001.htm

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 14, 2016 at 4:36:09 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item Personnel for July Board *corrected*

Proposed Action: That the Board approve the compensation for non-union employees for FY17 as submitted.

Rationale: [Required by Morton College Board Policies 1.1.1 and 1.5.6 and Chapter 110, Article 805, Section 3-24 of the Illinois Public Community College Act]. Compensation for Administrators, Professionals, and Classified Staff (Non-Union), both full and part-time, for FY17.

Cost Analysis: Increase of \$151,329.11 in salaries for FY17

Attached: Salary Grid

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, x2298

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Morton Community College
Proposed Wage Increase to Non Collective Bargaining Employees
Fiscal Year 2016-2017

Administrators & Professionals

First	Last	Status	Title	FY16 Salary	Performance Score	Increase	Additional	Total Increase	Proposed FY 17 Salary	
Martena	Avalos-Thompson	Administrator	Director of Student Development	\$ 75,726	3.00%	2,271.78		2,271.78	\$ 77,997.78	
Magda	Banda	Administrator	Director of Institutional Research	\$ 78,406	3.00%	2,352.18		2,352.18	\$ 80,758.18	
Joseph	Belcastor	Professional	Assistant Athletic Director	\$ 50,000	3.00%	1,500.00		1,500.00	\$ 51,500.00	
Cynthia	Bryan	Professional	Associate Director of Human Resources	\$ 65,000	3.00%	1,950.00		1,950.00	\$ 66,950.00	
Jennifer	Butler	Administrator	Director of Library & Hawthorne Museum	\$ 77,973	3.00%	2,339.19		2,339.19	\$ 80,312.19	
Ellen	Crowe	Administrator	Dean of Careers & Technical Education	\$ 99,089	3.00%	2,972.67		2,972.67	\$ 102,061.67	
Susan	Felice	Administrator	Director of Continuing Education	\$ 70,945	3.00%	2,128.35		2,128.35	\$ 73,073.35	
Yolanda	Freemon	Administrator	Director of Financial Aid	\$ 78,355	3.00%	2,350.65		2,350.65	\$ 80,705.65	
William	Jacklin	Administrator	Athletic Director	\$ 80,000	3.00%	2,400.00		2,400.00	\$ 82,400.00	
Cesar	Jimenez	Professional	Assistant Director of Student Development	\$ 65,377	3.00%	1,961.31		1,961.31	\$ 67,338.31	
Jeremy	Jordan	Administrator	Associate Dean of Arts & Sciences	\$ 76,875	3.00%	2,306.25		2,306.25	\$ 79,181.25	
Michael	Kott	Professional	Associate Director of Digital Media	\$ 72,450	3.00%	2,173.50		2,173.50	\$ 74,623.50	
Jeri	Marchino	Administrator	Director of Desktop Services	\$ 98,454	3.00%	2,954.82		2,954.82	\$ 101,448.82	
Frank	Marzullo	Administrator	Executive Director of Operations/Inspector General	\$ 92,820	3.00%	2,784.60	23,205.00	25,989.60	\$ 118,809.60	Increase due to added responsibilities
Keith	McLaughlin	Administrator	Vice President of Institutional Planning & Effectiveness	\$ 117,524	3.00%	3,525.72		3,525.72	\$ 121,049.72	
Hector	Mulhaz	Administrator	Associate Dean of Instruction	\$ 80,246	3.00%	2,407.38		2,407.38	\$ 82,653.38	
Anna	Nakashima	Administrator	Assistant Dean of Adult Education, Community Programming/Outreach	\$ 67,801	3.00%	2,034.03		2,034.03	\$ 69,835.03	
Tyra	Ousley*	Administrator	Director of Nursing Programs	\$ 95,000	0.00%	-		-	\$ 95,000.00	Hired June 20,2016
Mireya	Perez	Administrator	Director of Business Services	\$ 89,536	3.00%	2,686.08		2,686.08	\$ 92,222.08	
Tom	Pierce	Administrator	Dean of Adult & Community Education	\$ 90,000	3.00%	2,700.00		2,700.00	\$ 92,700.00	
John	Potempa	Administrator	Director of Facilities & Operations	\$ 105,680	3.00%	3,170.40		3,170.40	\$ 108,850.40	
Suzanna	Ralagosa	Professional	Accountant	\$ 53,586	3.00%	1,607.58		1,607.58	\$ 55,193.58	
Anthony	Ray	Administrator	Executive Director of Human Resources/Ombudsman	\$ 100,000	3.00%	3,000.00	20,000.00	23,000.00	\$ 123,000.00	Increase due to added responsibilities
Ruben	Ruiz	Professional	Systems Administrator - MIS	\$ 58,917	3.00%	1,767.51		1,767.51	\$ 60,684.51	
Derek	Shouba	Administrator	Dean of Arts & Sciences	\$ 103,488	3.00%	3,104.64		3,104.64	\$ 106,592.64	
Muddassir	Siddiqi	Administrator	Provost	\$ 173,157	0.00%	3,500.00		3,500.00	\$ 176,657.00	Retention Bonuses
Scott	Ulbrich	Professional	Systems Administrator	\$ 65,826	3.00%	1,974.78		1,974.78	\$ 67,800.78	
Wendy	Vega-Huazo	Professional	Associate Director of Business Process Management	\$ 63,550	3.00%	1,906.50		1,906.50	\$ 65,456.50	
Marisol	Velazquez	Administrator	Student Activities & Workforce Development Director	\$ 65,689	3.00%	1,970.67		1,970.67	\$ 67,659.67	
Frances	Wedge	Administrator	Director of Physical therapist Assistant Program	\$ 87,035	3.00%	2,611.05		2,611.05	\$ 89,646.05	
Totals				\$ 2,498,545		70,411.64	43,205.00	113,616.64	\$ 2,612,161.64	

Totals

Administrators & Professionals	113,616.64
Full Time Excluded	17,185.05
Part-Time Excluded	20,577.63

Total of Wage Increase to Non Collective Bargaining Employees \$ 151,329.11

Morton Community College
Proposed Wage Increase to Non Collective Bargaining Employees
Fiscal Year 2016-2017

Full Time Excluded

First	Last	Status	Title	FY16 Salary	Performance Score	Increase	FY17 Salary
Maria	Anderson	Excluded	Executive Assistant - President*	\$ 75,000	3.00%	\$ 2,250.00	\$ 77,250.00
Roxanne	Barone	Excluded	Executive Assistant - Provost	\$ 53,169	3.00%	\$ 1,595.07	\$ 54,764.07
Jody	Davidson	Excluded	Instructional Program Associate	\$ 63,673	3.00%	\$ 1,910.19	\$ 65,583.19
Jeff	Folkers	Excluded	Custodial Supervisor	\$ 36,050	3.00%	\$ 1,081.50	\$ 37,131.50
Melissa	Mollett	Excluded	Executive assistant*	\$ 75,000	3.00%	\$ 2,250.00	\$ 77,250.00
Roger	Montoro	Excluded	Sergeant	\$ 46,319	3.00%	\$ 1,389.57	\$ 47,708.57
Doris	Rivera	Excluded	Executive Assistant - HR	\$ 47,879	3.00%	\$ 1,436.37	\$ 49,315.37
Leonard	Rutka	Excluded	Chief	\$ 64,249	3.00%	\$ 1,927.47	\$ 66,176.47
Martin	Soto	Excluded	Assistant Director of Facilities & Operations	\$ 59,386	3.00%	\$ 1,781.58	\$ 61,167.58
Erika	Tejeda	Excluded	Fiscal & Grants Manager	\$ 52,110	3.00%	\$ 1,563.30	\$ 53,673.30

Totals \$ 572,835

\$ 17,185.05 \$ 590,020.05

Morton Community College
Proposed Wage Increase to Non Collective Bargaining Employees
Fiscal Year 2016-2017

Part-time Excluded

First	Last	Status	Title	FY16 Rate	Performance Score	Increase	FY 17 Salary
Michael	Andersen	PT Excluded	Reference Librarian	\$ 22.25	3.00%	\$ 0.67	\$ 22.92
Karina	Bahena	PT Excluded	Academic Dean's Office Support Specialist II	\$ 16.60	3.00%	\$ 0.50	\$ 17.10
Sandra	Bish	PT Excluded	Tutor	\$ 28.12	3.00%	\$ 0.84	\$ 28.96
Savtri	Boodoosingh	PT Excluded	Tutor	\$ 22.69	3.00%	\$ 0.68	\$ 23.37
Hui	Cao	PT Excluded	Lab Specialist	\$ 22.46	3.00%	\$ 0.67	\$ 23.13
Karen	Latham-Williams	PT Excluded	Acad. Supp. Spec. - AECPO	\$ 18.43	3.00%	\$ 0.55	\$ 18.98
Irina	Cline	PT Excluded	Academic Support Specialist	\$ 19.95	3.00%	\$ 0.60	\$ 20.55
Ashley	DeLoera	PT Excluded	Recruitment Assistant	\$ 13.27	3.00%	\$ 0.40	\$ 13.67
Guillermo	Gasca	PT Excluded	Reference Librarian	\$ 22.64	3.00%	\$ 0.68	\$ 23.32
Kerri	Gavin	PT Excluded	Tutor	\$ 22.57	3.00%	\$ 0.68	\$ 23.25
Christina	Golings	PT Excluded	Reference Librarian	\$ 20.14	3.00%	\$ 0.60	\$ 20.74
Courtney	Griffin	PT Excluded	Instructional Technologist*	\$ 21.60	3.00%	\$ 0.65	\$ 22.25
Jazmyne	Hernandez	PT Excluded	Administrative Assistant - Duplication	\$ 12.30	3.00%	\$ 0.37	\$ 12.67
Tanya	Jaines	PT Excluded	Academic Support Specialist	\$ 18.63	3.00%	\$ 0.56	\$ 19.19
Demetra	Karas	PT Excluded	Tutor	\$ 28.53	3.00%	\$ 0.86	\$ 29.39
David	Labno	PT Excluded	Tutor	\$ 21.74	3.00%	\$ 0.65	\$ 22.39
Aaron	Lopez	PT Excluded	Tutor	\$ 21.70	3.00%	\$ 0.65	\$ 22.35
Noe	Lopez	PT Excluded	Tutor	\$ 22.46	3.00%	\$ 0.67	\$ 23.13
Heidi	Lundquist	PT Excluded	Technology Librarian	\$ 22.25	3.00%	\$ 0.67	\$ 22.92
Thomas	Mantzakides	PT Excluded	Circulation Librarian	\$ 22.25	3.00%	\$ 0.67	\$ 22.92
Jesus	Montelongo	PT Excluded	Computer Paraprofessional	\$ 12.63	3.00%	\$ 0.38	\$ 13.01
Olivia	Montolin	PT Excluded	Reference Librarian*	\$ 21.60	3.00%	\$ 0.65	\$ 22.25
Elizabeth	Napoleitano	PT Excluded	Computer Paraprofessional	\$ 14.04	3.00%	\$ 0.42	\$ 14.46
Evelyn	Perez	PT Excluded	Academic Support Specialist	\$ 18.63	3.00%	\$ 0.56	\$ 19.19
Beatriz	Rangel	PT Excluded	Service Aide - Admissions & Records	\$ 12.30	3.00%	\$ 0.37	\$ 12.67
Yesel	Rodriguez	PT Excluded	Service Aide - Duplications	\$ 12.77	3.00%	\$ 0.38	\$ 13.15
Rosaura	Sandoval	PT Excluded	Service Aide - LLC	\$ 12.30	3.00%	\$ 0.37	\$ 12.67
Faviola	Anaya	PT Excluded	Stud Activities Service Aide	\$ 12.30	3.00%	\$ 0.37	\$ 12.67
Zaya	Shamoon	PT Excluded	Tutor	\$ 27.98	3.00%	\$ 0.84	\$ 28.82
Tasha	Sookchohoff	PT Excluded	Tutor	\$ 21.00	3.00%	\$ 0.63	\$ 21.63
Julie	Steinhaus	PT Excluded	Tutor	\$ 22.15	3.00%	\$ 0.66	\$ 22.81
Paul	Thomas	PT Excluded	Tutor	\$ 22.46	3.00%	\$ 0.67	\$ 23.13
John	Twomey	PT Excluded	Tutor	\$ 27.19	3.00%	\$ 0.82	\$ 28.01

\$ 19.74

Assuming YTD Part Time Hours Average 1040 Hours

19.74*1040 Hours

20,527.42



HIGHER LEARNING COMMISSION

230 South LaSalle Street, Suite 7-500
Chicago, IL 60604-1411
Ph: 312.263.0456 | Fax: 312.263.7462

INVOICE

Morton College
Dr. Stanley Fields,
President
3801 S. Central Avenue
Cicero IL 60804

Invoice Date: 6/28/2016

Invoice Number: D24240

Your Account Number: A1127

Customer PO:

Quantity	Description	Price	Total
0	FY'16-17 Additional Location Dues	\$90.00	\$0.00
1	FY'16-17 Base Dues	\$4,150.00	\$4,150.00
2,499	FY'16-17 FTE Dues	\$0.55	\$1,374.45

Handwritten notes:
to 700
to SF
7.6.16

TOTAL INVOICE: \$5,524.45

PAYMENTS: \$0.00

TOTAL DUE: \$5,524.45

Payment due upon receipt of invoice.
Contact us at finance@hlcommission.org

the
ILLINOIS COUNCIL of
COMMUNITY COLLEGE PRESIDENTS

DUES
INVOICE

Morton College
Attn: Dr. Stan Fields
3801 South Central Avenue
Cicero, IL 60804

Invoice #	Date	Please pay by
PC80029	6/16/2016	Due on receipt

Description	Amount
FY17 Illinois Council of Community College Presidents (Presidents Council) Dues	2,750.00
Please make check payable to: Presidents Council and mail to: ICCTA c/o Stephanie Spann 401 E. Capitol Ave, Ste 200 Springfield, IL 62701-1711	Total \$2,750.00

401 E. Capitol Avenue, Suite 200 * Springfield, Illinois 62701-1711 * 217-528-2858 * 217-528-8662 (fax)

Melissa Mollett

From: Stan Fields
Sent: Tuesday, July 12, 2016 3:03 PM
To: Melissa Mollett
Cc: Maria Anderson; William Jacklin
Subject: Fwd: Action Item NJCAA Men and Women Membership for July 25 Board Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Nydia M Jaimes <Nydia.Jaimes@morton.edu>
Date: July 12, 2016 at 2:00:57 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>
Subject: Action Item NJCAA Men and Women Membership for July 25 Board Meeting

To: Stan Fields
CC: Melissa Mollett, Maria Anderson
Subject: Action Item NJCAA Men and Women Membership for July 25 Board Meeting

Proposed Action: That the Board approve continued institutional membership in the National Junior College Athletic Association (NJCAA) for the Men's and Women's Athletic Teams in the total amount of \$7,100 for FY 2017.

Rationale: As required by Board Policy 2.10. The NJCAA is the community college national organization for athletic participation and is divided into XXIV Regions; Morton College is in Region IV. In order for Morton College teams to qualify in post-season sectional, regional and national tournaments, the College must be a member in good standing of the national organization. The NJCAA also provides updated information regarding eligibility rule changes, insurance policies, and liability guidelines. The association is also a forum for exchange of ideas and procedures among member college.

Support: Men's Region IV NJCAA Annual Fees and Dues	\$3,060
Women's Region IV NJCAA Annual Fees and Dues	\$1,850
Men's and Women's National NJCAA Annual Membership	<u>\$2,190</u>
	\$7,100 TOTAL

Nydia Jaimes
Athletic Success Coordinator

MORTON COLLEGE
3801 S. Central Avenue
Cicero, IL 60804-4398

708.656.8000 ext. 2371
708.656.3161 - Fax
nydia.jaimes@morton.edu
www.gomcpantthers.com
Twitter: @MCAthletics1924

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Melissa Mollett

From: Stan Fields
Sent: Tuesday, July 12, 2016 3:03 PM
To: Melissa Mollett
Cc: Maria Anderson; William Jacklin
Subject: Fwd: Action Item Skyway Membership for July 25 Board Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Nydia M Jaimes <Nydia.Jaimes@morton.edu>
Date: July 12, 2016 at 2:00:58 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>
Subject: Action Item Skyway Membership for July 25 Board Meeting

To: Stan Fields
CC: Melissa Mollett, Maria Anderson
Subject: Action Item Skyway Membership for July 25 Board Meeting

Proposed Action: That the Board approve continued institutional membership in the Illinois Skyway Collegiate Conference for FY 2017 for a fee of \$3,950 as submitted.

Rationale: As required by Board Policy 2.10. The Illinois Skyway Collegiate Conference formulates and governs intercollegiate athletic competition for men and women for 11 different sports, and four co-curricular events. The Conference regulates the criteria for eligibility, competition, procedure, guidelines, awards, and discipline of participation.

Support: Men's/Women's Athletic Fee	\$2,050
Co-Curricular Programming	<u>\$1,900</u>
	\$3950 FY 17 Total Membership

Nydia Jaimes
Athletic Success Coordinator

MORTON COLLEGE
3801 S. Central Avenue
Cicero, IL 60804-4398
708.656.8000 ext. 2371
708.656.3161 - Fax
nydia.jaimes@morton.edu
www.gomcpantthers.com
Twitter: @MCAthletics1924



ILLINOIS SKYWAY COLLEGIATE CONFERENCE

2016-2017 Invoice

To:

Morton College
3801 South Central Avenue
Cicero, IL 60804

Conference Dues (please submit by September 30, 2016):

Men's and Women's Athletics	\$2,050.00
Co-Curricular Programming	<u>\$1,900.00</u>
Total	\$3,950.00

Payable to:

Illinois Skyway Collegiate Conference

Mail to:

Juletta Patrick
Asst. Vice President, Academic & Student Affairs
McHenry County College
8900 U.S. Highway 14
Crystal Lake, IL 60012

This is your invoice for services rendered by College Central Network, Inc.
Thank you for your prompt payment. No statement will be sent.

BILL TO

Morton College
Marisol Velazquez, Director of Student Activities and Workforce
3801 South Central Avenue
Student Success Center, Room 214C
Cicero, IL 60804-4398

■ **DATE** 06/01/2016■ **INVOICE NO.** 7363

Make your check payable to:

"CCN Financial Services, Inc."

Include a copy of this invoice with your payment
and write the invoice number on your check.■ **Please note:**

1. Invoice is due and payable in full by due date.

2. No discount or change in payment method
is permitted.■ **TERMS** Net 30**DESCRIPTION****AMOUNT**

Career Services Central®—Application Service Provider Fee (07/01/16 to 06/30/17)

\$1,500.00

PLEASE NOTE: This invoice is due in full by 07/01/16. Thank you!

Please make check payable to:

CCN Financial Services Inc.
PO Box 153943
Irving, TX 75015-3943
EIN: 75-3045035

FAX CREDIT CARD PAYMENT TO 1-775-546-6040**Note:** For your convenience, you may pay your College Central Network invoice by credit card.Simply complete this form and fax it back to: **1-775-546-6040**.Your credit card statement will show your payment was made to **CCN Financial Services, Inc.**

Pay this invoice or invoice no. _____ Your PO number (if applicable) _____

Payment amount \$ _____

Please charge my ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Cardholder's name _____

Card no. _____ Expiration (month/year) ____/____

Authorized signature _____

Print name _____

Area/phone* _____ Fax* receipt to: _____

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*Required

■ **TOTAL** \$1,500.00**College Central Network, Inc.—Now powering over 500 college and university career services and employment offices.**

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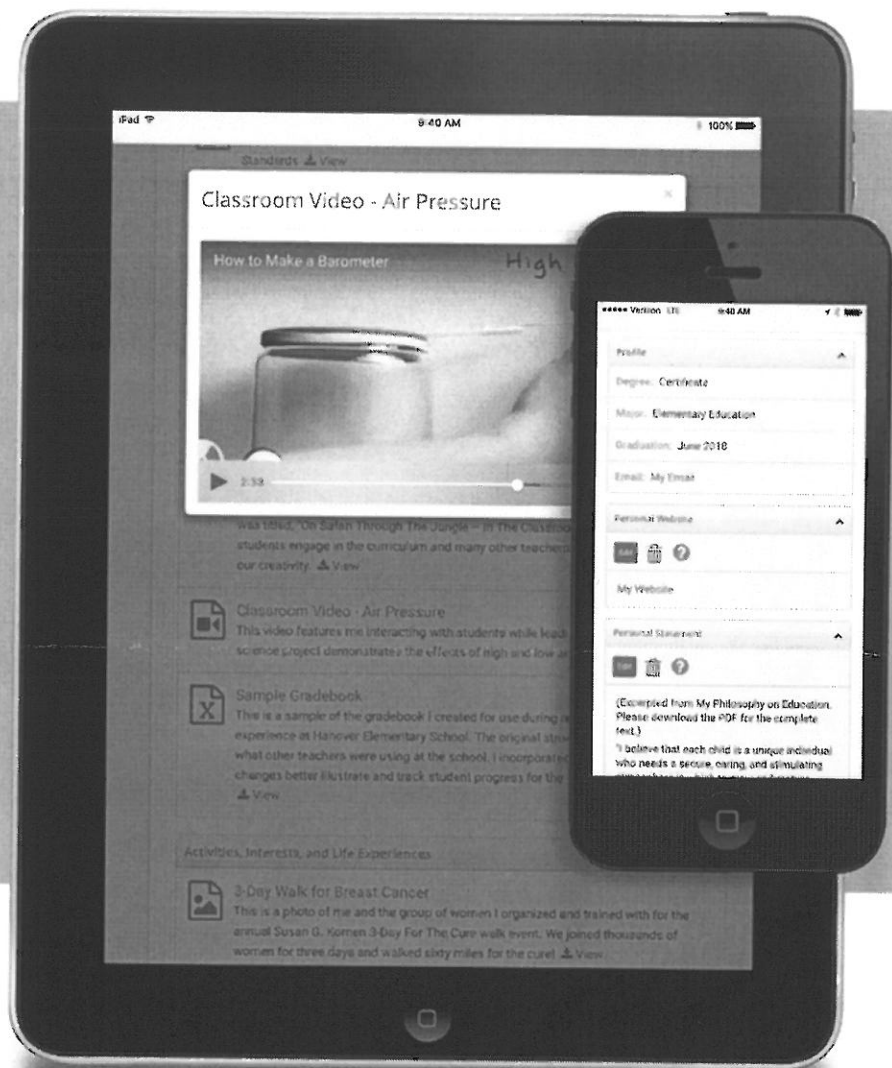
Past due accounts are subject to a service charge of 1½% per month until remittance is made.

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Rev 0110

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- ◆ Abilities may be showcased in any medium, including print, video, Web, photography, and more

For Employers:

- ◆ Organized presentation of a job seeker's background and readiness for a job
- ◆ Sought-after skills are featured to substantiate a job seeker's candidacy
- ◆ Employers can quickly grasp an individual's qualifications for each job application

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forms, pre-filled registrations, invoicing, secure credit card payments, real-time online monitoring of registration submissions and approvals, comprehensive reporting, and much more!

For you and your staff...

- ◆ Announce your event to all registered employers or target specific employers with the "Invitation Only" option.
- ◆ Quick and easy exhibitor registration approval and payment tracking.
- ◆ Easy event day directory creation.
- ◆ 24/7 access to data for post-event reporting, analysis, and more!
- ◆ One-click event duplication saves time and effort.

For job seekers...

- ◆ Exhibitor search engine for pre-event research and visit planning.
- ◆ Detailed searchable exhibitor descriptions featuring employer profiles and available opportunities.
- ◆ Event Website optimized for viewing on all mobile devices. Clean design makes it easy to locate exhibitor info.
- ◆ Integrated social tools; share event via email, Facebook, Twitter and LinkedIn.

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INVOICE
MEMBERSHIP DUES: JULY 1, 2016 - JUNE 30, 2017

**National Alliance of Community
and Technical Colleges**

Date	Invoice #
5/3/2016	0016-2017-60804

Bill To
Dr. Stan Fields, President Morton College 3801 S. Central Ave. Cicero, IL 60804

Member Information
Morton College 3801 S. Central Ave. Cicero, IL 60804

PO	Terms	Due Date
	Due in 60 days	7/15/2016

Description	Amount
Institution 0016-2017-60804 Morton College -Renewing NACTC Member	\$2,000.00
Balance Due	\$2,000.00

Payment by Check:

Please send the invoice and your check made out to "NACTC Membership 2017" to the fiscal agent at Cuyahoga College at the following address:

Mrs. Nichelle Knox
Administrative Assistant II
College Pathway Programs
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

ATTN: NACTC Fiscal Agent

Payment by Credit Card:

If you prefer to make payment by credit card, please call Ms. Nichelle Knox at 216-987-6408 and she will connect you with the payment office.

If you have any questions, please contact Dr. Terry Sawma, Executive Director at 281-726-3464 or e-mail at terry.sawma@yahoo.com

Thank you,

A handwritten signature in blue ink that reads "Terry Sawma". The signature is written in a cursive style with a long horizontal line extending from the top of the "T".

Melissa Mollett

From: Stan Fields
Sent: Tuesday, June 14, 2016 4:16 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: June Board Policy Item
Attachments: 8 3 Reimbursement for Travel Expenses Policy_revised.docx; ATT00001.htm

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: June 14, 2016 at 4:14:20 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>, Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: June Board Policy Item

Proposed Action: The Board Review the Proposed changes to Board Policy 8.3 - Reimbursement for Travel Expenses

Rationale: (Required by Board Policy 1.2.2)
The recommend change is for increased compliance with accepted practices and government regulations. The policy is for your review at the June 20, 2016 Board Meeting, and will be presented for approval at the July 27, 2016 Board Meeting.

Cost Analysis: N/A

Attachments: Proposed Revised Board Policy 8.3

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

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MORTON COLLEGE BOARD POLICY

TITLE: Reimbursement for Travel Expenses **NO.:** 8.3

SECTION: Institutional

PAGE: 1 of 3

Transportation, meals, lodging and other documented expenses referenced herein incurred by authorized persons while on college-approved travel may be reimbursed.

Reimbursement shall be as follows:

- a. Travel: The traveler is expected to select the most economical route and mode of transportation. Should the traveler select an indirect route for convenience, any extra costs incurred will be borne by the traveler, and reimbursement will be based only on such charges as would have been incurred traveling the most direct and economical route.
 - i. Public Carrier: The expense of traveling by public carrier (rail, bus or airplane) will be allowed on the basis of actual cost but limited to coach/tourist fare in any case and further limited by the cost of tourist class/coach commercial air transportation.
 - ii. Private Vehicle:
 - (1) If travel by private vehicle is chosen, the traveler will be reimbursed for mileage at the current allowable rate as specified by the Internal Revenue Service.
 - (2) When two or more travelers are traveling to the same event by private vehicle, they are expected to share transportation expenses unless other arrangements are approved in advance.
 - (3) Mileage reimbursement will be based on distances recorded on an official highway map for the most direct route.
 - (4) Additional mileage will be allowed as necessary for transportation in the community which is the point of destination.
 - (5) The reimbursable amount allowed for travel by private vehicle normally shall not exceed the cost of tourist class/coach commercial air fare transportation. However, exception will apply in circumstances in which the traveler's schedule or destination does not correspond with that of public carriers.

DATE APPROVED BY BOARD OF TRUSTEES: March 27, 1980

REVISION DATES: March 24, 1983; October 25, 2001; January 23, 2002; April 22, 2009
December 15, 2010

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527



MORTON COLLEGE BOARD POLICY

TITLE: Reimbursement for Travel Expenses

NO.: 8.3

SECTION: Institutional

PAGE: 2 of 3

(6) Travelers driving privately owned vehicles are expected to be properly licensed and protected at their own expense by personal liability and property damage insurance at the level currently required by law. Traffic tickets are the responsibility of the driver except for Morton College equipment defect violations.

- iii. Rental Vehicle: When a rental vehicle is chosen for a trip, reimbursement will be based upon receipts for actual charges.
- iv. Other Ground Transportation: Expenses for ground transportation not identified above (taxi, local bus, and subway) and miscellaneous travel expenses (parking and tolls) are allowed as necessary.

- b. Lodging: The General Services Administration (GSA) establishes the per diem rates for the lower 48 Continental United States (CONUS), which are the maximum allowances that federal employees are reimbursed for expenses incurred while on official travel. Actual cost of the least expensive single room available at conference designated hotels or the equivalent and for only the nights necessary to attend to College business. When a traveler shares lodging with an unauthorized traveler, the traveler will provide a receipt or printed rate schedule showing the single occupancy rate. If documentation of the single occupancy rate is not provided, the allowable expense will be computed by dividing the number or persons into the total daily rate as indicated on the bill. Morton College Employees are expected to use these rates to obtain lodging and for reimbursement. Employees will not have to submit a receipt, but will be required to submit the daily rate, for the area in which the College Business took place, from the GSA website (<http://www.gsa.gov/portal/category/104711>).

—If a room more expensive than a single room (i.e., a suite) is needed for the continuation of College business when a conference room/center is not available for use by the College and a suite is actually used for the continuation of College business and the suite is more economical than booking an additional conference room/center, then with the pre-approval of the President and Board Chair, one traveler among the group who will use the suite for business purposes may book and be reimbursed for the appropriate sized suite for said business. Employees must submit receipts for the actual expenses to be reimbursed.

DATE APPROVED BY BOARD OF TRUSTEES: March 27, 1980

REVISION DATES: March 24, 1983; October 25, 2001; January 23, 2002; April 22, 2009
December 15, 2010

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527



MORTON COLLEGE BOARD POLICY

TITLE: Reimbursement for Travel Expenses **NO.:** 8.3

SECTION: Institutional

PAGE: 3 of 3

- c. Meals and Incidentals*: A per diem is given in lieu of the meal allowance and is to cover the cost of meals and tips. Receipts are not required to support this allowance. Per diem is based on the quarter system for computing the allowance for days or fractions thereof. Each quarter is 6 hours beginning at midnight, 6:00 a.m., Noon, and 6:00 p.m. The traveler is allowed one fourth of the allowance for each period of 6 hours or fraction thereof. The per diem rate shall be ~~the greater of \$100.00 per day or the current applicable Internal Revenue Service Meals and Incidentals Per Diem Rate as defined and posted by location~~ obtained from the GSA website (<http://www.gsa.gov/portal/category/104711>) under M&I, for the location that the College Business took place.

*Incidentals are defined by the IRS and shall, in combination with the cost of meals, not exceed the per diem rate

- d. Conference Registration Fees: Actual cost for conference registration fee. Meals included with Registration Fee are not eligible for per diem reimbursement.
- e. Expenses not related to the College's business are not reimbursable. Examples of non-reimbursable expenses include but are not limited to:
- i. Alcoholic beverages;
 - ii. Coat check;
 - iii. Global Positioning Systems (GPS), either rental or purchase;
 - iv. Personal entertainment charges such as movies, sporting events, spa/health clubs, sightseeing, tours, etc.
 - v. Personal convenience charges such as personal phone calls from hotel room in excess of one per day (at 15 minutes or less), hotel laundry, shoe care, and valet services;
 - vi. Limousine services unless the rate charged is equivalent or less than a taxi fare;
 - vii. Late check-out and room guaranteed charges;
 - viii. Non-College related expenses, including spouse/family travel expense unless specific prior approval is provided in a grant or contract;
 - ix. Gifts;
 - x. Purchase of clothing and/or toiletries;
 - xi. Traveler's checks;
 - xii. Interest on credit cards;
 - xiii. Misuse of lost credit cards;
 - xiv. Tobacco products;
 - xv. Towing of a personal automobile;
 - xvi. Removal of keys locked in personal automobile;
 - xvii. Damage to automobile (rental or personal);
 - xviii. Maintenance or repair of personal property;
 - xix. Parking tickets or other traffic fines;
 - xx. Personal automobile accident insurance;

Field Code Changed

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527

- xxi. Insurance on personal property; and
- xxii. Loss of personal property, personal funds or cash advances.

DATE APPROVED BY BOARD OF TRUSTEES: March 27, 1980

REVISION DATES: March 24, 1983; October 25, 2001; January 23, 2002; April 22, 2009
December 15, 2010

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527

FULL-TIME EMPLOYMENT REPORT

NAME	POSITION	SALARY	EFFECTIVE	COMMENTS
Blanca Jara	Director of Public Relations and Community Outreach <i>Recent Employment:</i> UNO Charter School	\$55,000*	August 15, 2016	Administrator, Full-time Non-Union <i>New Position</i>
Michael Iniquez	Custodian (Evenings) <i>Recent Employment:</i> Terracino	\$23,395*	July 26, 2016	Classified, Full-time SEIU Local 73 <i>Replacing: Enrique Avila</i>
Elaine Jefferson	Nursing, Full-time <i>Recent Employment:</i> Adjunct, Morton College	\$76,799*	August 18, 2016	Faculty, Full-time AFT, Local 1600 <i>Replacing: Tara Latto</i>
Rodolfo Yanez	Academic Advisor <i>Recent Employment:</i> Elgin Community College	\$54,000*	August 8, 2016	Classified, Full Time AFT, Local 1600 <i>New Position</i>

*Salary will be prorated for the remainder of the year

Melissa Mollett

From: Stan Fields
Sent: Tuesday, July 19, 2016 2:47 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: Action Item Personnel for July Board

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 19, 2016 at 1:43:31 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item Personnel for July Board

TRANSFER EMPLOYMENT REPORT

NAME: Diana Rodriguez

POSITION: Academic Advisor

SALARY*: \$52,104.00/year

EFFECTIVE DATE AND COMMENTS: Effective July 25, 2016. Classified Union AFT Local 1600. Employee awarded the vacancy based on a successful bid under Article 8.4 of the CBA.

Previous position information: Enrollment Specialist, Full-time, Classified Staff Aft Local 1600. Salary: \$47,201.00/year

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

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Melissa Mollett

From: Stan Fields
Sent: Tuesday, July 12, 2016 3:02 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray; William Jacklin
Subject: Fwd: Action Item Athletic Coaches Report for July 25 Board Meeting

Follow Up Flag: Follow up
Flag Status: Completed

Ok

Begin forwarded message:

From: Nydia M Jaimes <Nydia.Jaimes@morton.edu>
Date: July 12, 2016 at 2:00:59 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>
Subject: Action Item Athletic Coaches Report for July 25 Board Meeting

To: Stan Fields
CC: Melissa Mollett, Maria Anderson
Subject: Action Item Athletic Coaches for July 25 Board Meeting

Proposed Action: That the Board approve the Personal Service Agreement of Part-Time and Temporary Athletic Coaches.

Rationale: As required by Morton College and Morton College Athletics to facility practices, scrimmages and games for the 2016-2017 athletic year.

Support:	Gus Coronado	Head Coach Cross Country	\$6,695	7/1/16 – 6/30/17
	Juan Franco	Head Coach Women's Soccer	\$7,996	7/1/16 – 6/30/17
	Juan Franco	Head Coach Men's Soccer	\$7,996	7/1/16 – 6/30/17
	Thomas Malesky	Head Coach Volleyball	\$7,409	7/1/16 – 6/30/17
	Larry Lanciotti	Head Coach Women's Basketball	\$8,755	7/1/16 – 6/30/17
	Nestor Carrillo	Head Coach Baseball	\$7,532	7/1/16 – 6/30/17
	Thomas Malesky	Head Coach Softball	\$8,775	7/1/16 – 6/30/17

Nydia Jaimes
Athletic Success Coordinator

MORTON COLLEGE
3801 S. Central Avenue
Cicero, IL 60804-4398
708.656.8000 ext. 2371
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Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 2:27 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: Action Item Personnel for July Board
Attachments: Director of Library and Instructional Technology Services_Draft.doc; ATT00001.htm; Director of Library and Museum 061708.doc; ATT00002.htm

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 14, 2016 at 1:13:45 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item Personnel for July Board

PROPOSED ACTION: That the Board approve the title change from Director of Library and Hawthorne Works Museum to Director of Library and Instructional Technology Services and job description changes, EFFECTIVE July 25, 2016 as submitted.

RATIONALE: [Required by Board Policy 1.1.1] Ensure an efficient, effective organizational structure that meets and exceeds the needs of students, staff and community.

COST ANALYSIS: No changes in salary and benefits

ATTACHED: Job Descriptions: Director of Library and Hawthorne Museum; Director of Library and Instructional Technology Services

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, x2298

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Morton College

Job Description

Job Title: Director of Library and Instructional Technology Services

**Reports to and
Evaluated by:** Provost/Chief Academic Officer

**Required
Qualifications:** Master's degree in Library Science and/or Educational Media; at least five years of relevant higher education experience, preferably in library or instructional design, including supervisory and budget experience; familiarity with library automation, personal computers and office software; experience with Internet-based information literacy services; excellent writing skills; grant writing experience; and understanding of how technology can be utilized in the teaching and learning environment.

**Desirable
Qualifications:**

Community college library experience; experience with blended and online modes for the design and delivery of library and instructional services; leadership style that emphasizes collaboration, team building, accessibility; experience in planning for and providing online circulation, catalog, reference databases. Excellent interpersonal skills; bi-lingual in English/Spanish. Ability to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.

Job Summary:

The Director of Library and Instructional Technology Services works under the general direction of the Provost and provides leadership over Library, Museum, and Instructional Technology services to college students, faculty, staff and community patrons.

**Specific Job
Duties:**

- To provide leadership for library and instructional technology services, including the virtual library, and online curriculum and instructional design.
- To collaborate with academic leadership, faculty, and colleagues to integrate library and instructional technology resources to support learner-centered pedagogies.
- To partner with MIS Department to promote collaboration with educational technologists college wide and to leverage technology resources for learning.
- To manage fiscal resources to include budget planning and ongoing review of library and instructional design resources in consultation with academic deans and other stakeholders.
- To oversee the planning, supervision, assessment and evaluation of the Library, Museum, and Instructional Technology resources.
- To participate in college-wide committees.
- To perform other duties as assigned by the supervisor.

Position Unit:

☒ Administration

Morton College

Job Description

Job Title:	Director of Library & Hawthorne Works Museum
Reports to and Evaluated by:	Vice President of Academic & Student Development
Required Qualifications:	MLS from an ALA accredited institution or equivalent; at least five years of increasingly responsible, professional-level, recent academic library experience including at least three years of supervisory management and reference experience; experience with budget development, personnel administration and evaluation; familiarity with library automation, personal computers and office software; experience with Internet-based information literacy services; excellent writing skills; grant writing experience; and understanding of how technology can be utilized in the teaching and learning environment.
Desirable Qualifications:	Community college library experience; leadership style that emphasizes collaboration, team building, accessibility; experience in planning for and providing online circulation, catalog, reference databases. Excellent interpersonal skills; bi-lingual in English/Spanish. Ability to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.
Job Summary:	To provide library and multimedia services to college students, faculty, staff and community patrons.
Specific Job Duties:	<ul style="list-style-type: none">• To supervise and assist LRC staff in planning for and providing all aspects of library service including circulation, reference, information technology, bibliographic instruction, technical, and multimedia services.• To develop the LRC print, non-print and electronic collections.• To maintain the College archives.• To conduct an annual inventory.• To provide for the information needs of all areas of the College in collaboration with students, faculty, staff and administrators.• To represent the College at SLS and NILRC meetings.• To assist with budget preparation and daily monitoring of requests for expenditures.• To recommend employment of all LRC staff.• To participate in college-wide committees.• To conduct planning and assessment on library services and the museum.• To perform other duties as assigned by the supervisor.
Position Unit:	<input checked="" type="checkbox"/> Administration

Melissa Mollett

From: Stan Fields
Sent: Wednesday, July 20, 2016 8:49 AM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: Action Item Personnel for July Board *final*

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 20, 2016 at 8:16:05 AM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item Personnel for July Board *final*

Promotion report:

NAME	POSITION COMMENTS	SALARY	EFFECTIVE
Cesar Jimenez 2016	Director of Student Development Administrator, Full-time Non-Union Replacing Marlena Avalos-Thompson	\$75,000	July 25,

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298-**

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FULL-TIME PROMOTION REPORT

NAME	POSITION	SALARY*	EFFECTIVE DATE AND COMMENTS
Cesar Jimenez	Director of Student Development <i>From:</i> Assistant Director of Student Development	\$75,000	Effective: July 25, 2016 Administrator, Full-time Non-Union Replacing Marlena Avalos-Thompson

*Prorated from effective date

Individual(s) has/have successfully gone through the selection process in accordance with Board-Union Agreement/Handbook

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 3:39 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: Action Item Personnel for July Board
Attachments: Counselor.docx; ATT00001.htm

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 14, 2016 at 2:39:59 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item Personnel for July Board

Proposed Action: That the Board approve the creation of a new Non-Union, Classified Staff position of Counselor, effective July 25, 2016, as submitted.

Rationale: [Required by Board Policy 1.1.1 and in accordance with Section 2.2 of the Classified Staff, AFT Local 1600, CBA]. The creation of a Counselor position would help target services for students who have disabilities or other challenges.

Cost Analysis: \$50,000 – 65,000 FY17 Salary range

Attached: Job Description – Counselor

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

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Morton College

Job Description

Job Title: Counselor

Range: Non-Union

Grant-Funded: NA

Reports to and Evaluated by: Manager, Student Success Center

Required

Qualifications: Master's degree in Social Work, LSW required, LCSW preferred or Master's degree in Counseling Psychology, LPC required, LCPC preferred. Previous therapeutic experience working with individuals living with clinical diagnosis, specifically, depression, anxiety, grief, loss, sexual and domestic violence, LGTBQQ and more. Must have experience with providing intake sessions, creating and carrying out treatment plans and proper termination processes. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable

Qualifications: Previous experience working within community agency/non for profit and/or educational settings. Strong communication and training skills required to aid in campus wide education relevant to behavioral health needs. Ideal candidate will be detail oriented, possess strong organization skills and professional demeanor to collaborate with diverse population in a multicultural environment.

Job Summary:

Essential Job Functions

- Provide individual and/or group therapy sessions utilizing proper therapeutic techniques for students enrolled at Morton College.
- Interpret all relevant diagnostic documentation specific for each student and create appropriate treatment plans that will aid in student social, emotional and academic success.
- Educate faculty/staff campus wide on topics relevant to behavioral health and academic success.
- Follow up with students during inpatient psychiatric hospitalizations and create transition plan for return to Morton College.
- Collaborate with District 201 behavioral health team to aid in transition of support services for students in need.

- Provide immediate crisis intervention and assessment to support the mental health concerns of the student body.
- Provide appropriate referrals for behavioral health services off campus.
- Maintain confidential files on all students served.
- Document direct service hours into school database system for annual statistical review.
- Participate in Student Success Workshops run through Student Activities.

Other Duties: • Perform other duties and special projects as assigned

Work Environment: Typical office environment.

Physical Demands: Long periods of sitting. Some standing, stooping, and lifting up to 25 lbs. May travel to off-site locations to perform work occasionally.

Position Unit:

<input type="checkbox"/>	Administration - Exempt
<input type="checkbox"/>	Professional Staff - Exempt
<input type="checkbox"/>	Faculty, Local 1600, A.F.T.
<input type="checkbox"/>	Adjunct Faculty, IEA-NEA
<input checked="" type="checkbox"/>	Classified Staff - Excluded
<input type="checkbox"/>	Classified Staff, Local 1600, A.F.T.
<input type="checkbox"/>	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Part-Time, Local 1600, A.F.T
<input type="checkbox"/>	Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee _____ **Date** _____

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 10:54 AM
To: Melissa Mollett
Cc: Maria Anderson; Muddassir Siddiqi; Anthony Ray
Subject: Fwd: JULY BOARD ITEM - 2016 SUMMER FACULTY ASSIGNMENT/EMPLOYMENT REPORT
Attachments: Copy of Additional Stipends-summer 2016.xlsx; ATT00001.htm; Calculations for Differential Pay-Summer 2016.xlsx; ATT00002.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Muddassir Siddiqi <muddassir.siddiqi@morton.edu>
Date: July 14, 2016 at 9:09:29 AM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Roxanne M Barone <Roxanne.Barone@morton.edu>
Subject: JULY BOARD ITEM - 2016 SUMMER FACULTY ASSIGNMENT/EMPLOYMENT REPORT

Below is recommendation for Board approval:

Proposed Action: That the Board approve the Faculty Assignment/Employment Report and Differential Pay for Summer Semester 2016 in the amount of \$9,613.38
as submitted, pending additional class cancellations and/or additions.

Rationale: [Required by Board Policy 2.3, the Board-Union Agreement, and Chapter 110, Act 805, Section 3-26 of the Illinois Compiled Statutes]

Support: This recommendation supports employment/assignments in which full-time and adjunct instructors teach summer courses that began with the 1st five-week session, 8 week session and the 2nd five-week session, community service courses as well
as differential pay per Board-Union Agreement, pending additional class cancellations and/or additions, which would subsequently be submitted for approval.

A separate excel file for calculating differential pay is also attached for your information.

Thanks,

Muddassir Siddiqi, Ed.D.
Provost
Morton College
3801 South Central Avenue
Cicero, Illinois 60804 – 4398

muddassir.siddiqi@morton.edu
708-656-8000 X 2240

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Summer 2016 Addendum- Adjunct Assignments/Differential Pay Community Service

NAME	CRS ID#	COURSE TITLE	SALARY	Enrollment	Faculty Status	
Chang, Stephen	MAT-093-21	Intensive Elementary Algebra	\$2,016.47	7	PT	pro-rated - teaching 7/5 - 8/4/2016
DIFFERENTIAL PAY						
Blumer, Judy	BIO 100 NR	Introducing Biology	\$97.65	21	FT	
Miranda, Ashley	ENG 102 1B	Rhetoric II	\$218.66	27	PT	
Dominguez, Carlos	MAT 141 NR	Statistics	\$1,755.60	44	FT	
COMMUNITY SERVICE						
Fortier, George	ATM 010 03	Auto Maintenance	\$1,600.00	14	PT	6/16-8/4/2016
Alexandersson, Christina	TST 002 78	Accuplacer Review (LA)	\$625.00	3	PT	7/11-8/8/2016
Cisco, Taylor	TST 003 78	Accuplacer Review (Math)	\$750.00	4	PT	7/6-8/10/2016
Buongiorno, Mary Jo	SND 002 01	Competitive Soccer for Adults	\$450.00	4	PT	7/5-7/16/2016
Jaeschke, Megan	CMP 001 01	STEM Day Camp	\$600.00	11	PT	7/11-7-14/2016
Quatrini, Susan	EFL 001 01	English Comm for Academics	500.00	4	PT	5/05/2016-5/26/2016
Alexandersson, Christina	TST 002 06	Accuplacer Review (LA)	500.00	3	PT	6/06/2016-6/27/2016
Cisco, Taylor	TST 003 06	Accuplacer Review (Math)	<u>500.00</u>	6	PT	6/08/2016-6/29/2016
TOTAL:			\$9,613.38			

151

CRS ID#	LAST NAME	FIRST NAME	MAX	ENR	Over/Under		Factor	ECH	Diff Load	OVL Rate	Total Diff Pay
BIO-100-NR	Bluemer	Judy	20	21	-1	1	0.03	3.00	0.09	\$1,085.00	\$ 97.65
ENG-102-1B	Miranda	Ashley	24	27	-3	3	0.03	3.00	0.27	\$809.87	\$ 218.66
MAT-141-NR	Dominguez	Carlos	30	44	-14	14	0.03	4.00	1.68	\$1,045.00	\$ 1,755.60

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") for consulting services is made and entered into this ____ day of _____, 2016, between Morton College, Community College District #527, 3801 S. Central Ave., Cicero, IL 60804-439 ("the College") and Victory Media Group, Ltd., 1701 E. Lake Ave., Suite 475, Glenview, IL 60025 ("Contractor").

Recitals

WHEREAS, the College wishes to retain Victory Media Group, Ltd. to perform certain advertising/graphic design/digital media and publications services (hereinafter more particularly described) on behalf of the College and its subsidiaries in the State of Illinois; and

WHEREAS, Victory Media Group, Ltd. has represented to the College that it is capable and is willing to undertake the performance of said advertising/graphic design/digital media and publications services.

Now, THEREFORE, in consideration of the payments to be made to Victory Media Group, Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Contractor's Scope of Services. During the term of this Agreement, the Contractor shall perform the following duties including but not limited to: serving as the college's graphic designer, providing digital media and advertising placement services, media relations services, execution of e-communication strategy, and overseeing the outside printing vendors.

Additionally, the Contractor will continue to execute an advertising campaign with these objectives:

1. Raise Morton College's profile in the Chicago media market; and
2. Target individuals in the immediate Morton College geographical area to become Morton College students.

The Campaign will use the following advertising mediums to obtain its goal: TV advertising, radio advertising, digital online advertising, social media and monitoring, direct mail, telecommunications strategies. Contractor will work in conjunction with Morton College personnel to produce all paid communications.

This scope of services does not include/contemplate: content management of the College website, redesign of the College website.

2. Campaign Costs: The direct costs of the Campaign shall not exceed \$150,000.00. For purposes of this Agreement, direct costs are defined as costs that can be directly related to producing the advertising (in whatever form) or disseminating the advertising, including but not limited to production fees, reproduction fees, mailing fees, broadcasting fees, and air-time fees, but specifically excluding services performed by Contractor except for the standard agency commission on all placed advertising. The work of Contractor on the Campaign is included in its monthly fee and standard agency commission set forth below.

Contractor will advance the direct costs to the vendor and will seek reimbursement from the College on a monthly basis by submitting a detailed invoice to the College for these direct costs.

3. The College's Obligations

During the term of this agreement, the College shall promptly pay all costs and fees of Contractor in accordance with the terms of this Agreement.

The Vice President of Institutional Planning and Effectiveness shall provide direction to the Contractor, specifically but not limited to: provide advance notice of events to be covered, identify assignments, approve placement of advertisements in excess of \$10,000.00, and receive copies of final work product.

4. Fees: In consideration of Contractor's services under this Agreement, Contractor shall be compensated by Morton College in the total sum of \$7,500.00 (Seven Thousand Five Hundred Dollars) per month plus the standard agency commission on all placed advertising, capped at 15%.
5. Invoicing and Payment Upon execution of this Agreement and for each month during the term of this Agreement, Contractor will invoice the College on the 15th of each month for the preceding month's work product. The College will remit payment in accordance with the Illinois Local Government Prompt Payment Act.
6. Insurance Both the Contractor and the College agree to maintain commercially reasonable and adequate casualty and liability insurance coverage.
7. Indemnification

Contractor will assume full responsibility for and shall indemnify and hold harmless the College and its subsidiaries and their directors, officers, employees and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of Contractor or any breach by of any of the terms and provisions of this Agreement.

The College will assume full responsibility for and shall indemnify and hold harmless Contractor and its subsidiaries and their directors, officers, employees and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of the College or any breach by the College of any of the terms and provisions of this Agreement.

8. Term: The term of this Agreement shall be July 1, 2016 and shall continue in full force and effect until June 30, 2017. This agreement will automatically renew at the end of each term unless either party gives the other written notice of termination of at least 60 days prior to the end of the relevant term.
9. Termination: Either party may terminate this agreement at any time, for any reason or no reason whatsoever, upon providing the other party with sixty (60) days advanced written notice. Said notice to be delivered to the notice addresses set forth herein.
10. Default and Remedies: In the event of a default by either party in performing its obligations under this Agreement, the non-defaulting party shall be entitled to recover as part of its damages all legal expenses incurred in adjudicating default, including reasonable attorneys' fees.

11. Notices: Any and all notices, demands, requests, and any other communication required or permitted to be served on or given by either party to the other shall be in writing and delivered personally, by nationally-recognized overnight courier or by deposit in the United States Mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the addresses set forth below or at such other or additional address in Illinois as the other party may designate by notice to the other:

If to the College:
Morton College
3801 South Central Avenue
Cicero, Illinois 60804
708-656-8000

With a copy to:
Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
708-222-7000
Fax: 708-222-7001

And

If to Contractor:

Jeff Davis
Victory Media Group, Ltd
1701 E. Lake Ave., Suite 475
Glenview, IL 60025

Each party will promptly notify the other party in writing within five (5) business days of any changes of its business address; any legal or governmental action initiated against it which could materially affect this Agreement; and any other known occurrence that could materially impair the party's ability to carry out its duties and obligations under this Agreement.

12. Controlling Law: This Agreement shall be construed and interpreted under the laws of the State of Illinois, exclusive of choice of law provisions.
13. Severability: If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not affect the remaining provisions or the same provision as applied to any other fact or circumstance.
14. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
15. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all other agreements between the parties, either oral or in writing, with respect to the subject matter of this Agreement.
16. Assignment: This Agreement is not assignable or transferable.

APPROVED AND ACCEPTED BY:

Morton College

Victory Media Group, Ltd.

Dr. Stan Fields	Date
President	

Jeffrey D. Davis
President

Date

Morton Community College

SERVICE AGREEMENT

This Service Agreement (the "Agreement"), entered into by and between Morton Community College, an Illinois Community College ("The College"), with its principal place of business at 3801 S. Central Ave, Cicero, IL 60804 and GW & Associates, P.C., (GWA) with office at 2617 Chicago Road, South Chicago Heights, IL 60411.

WHEREAS, GWA provides staff augmentation consulting services related to finance and accounting services; and

WHEREAS, The College wishes to have GWA supply consultants and staff with financial and accounting expertise (collectively, "Consultants") directly to The College and GWA wishes to provide such Consultants to The College.

NOW, THEREFORE, GWA and the College, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

1. CONSULTANT SERVICES

- A. During the Term of this Agreement, GWA agrees to supply Consultants, who shall in all cases be employees of GWA, to provide The College those services set forth on Attachment A which is hereby made an integral part of the Agreement (the "Services").
- B. Consultants will report to the Chief Financial Officer of the College and or the President of the College.

Upon execution of this Agreement, GWA shall designate one of its Consultants as Financial Consultant (the "FC"). The FC shall be primarily responsible for communication with the College management, as well as designate its other GWA Consultants to augment functions currently being performed by College employees. Within seven (7) days of the execution of this Agreement, GWA shall designate the FC.

2. PRICING, INVOICING AND PAYMENT TERMS

- A. The College will pay GWA for Services rendered by Consultants in accordance with the pricing set for in Attachment A. Requests for services and/or activities which are not set forth in the attachments shall be accompanied by a written description of the project and/or the type of services and activities needed by The College ("work order"). GWA shall provide appropriate Consultants to staff work order requests at the request of the College. Any such work order shall be in writing, and signed and dated by the parties. The pricing upon the parties in Attachment A, as in a work order, is confidential and is proprietary to GWA and The College, and, except as required by law, or to inform its legal and/or financial advisors, neither party will divulge or disclose the pricing or billing rates with the prior express written permission of the other.

- B. GWA will submit invoices to The College on a monthly basis.

Invoices shall be submitted for payment by mail delivery to:

Morton Community College
3801 S. Central Ave.
Cicero, IL 60804
Attn: Mireya Perez

GWA shall report and pay the employee's share of applicable state and local taxes, federal taxes, workers compensation, FICA, federal unemployment insurance, and the like, with respect to all compensation received by GWA employees. GWA agrees to indemnify and hold harmless The College against any liability for premiums, contributions or taxes payable under any worker's compensation, unemployment compensation, disability benefits, old age benefits or tax withholding laws with respect to any of the Consultants.

3. RESPONSIBILITIES OF GWA

- A. GWA represents that it is and will be the employers of any Consultants it assigns to the College.
- B. Confidentiality: GWA acknowledges and agrees that certain information including without limitation all proprietary information and trade secrets of The College regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by GWA whether during the term of this Agreement or at any time thereafter, except solely as required in the course of GWA performance of the Services hereunder. GWA shall comply with the applicable privacy laws and regulation affecting The College and will not disclose any of The College's records materials or other data to any third party, other than its attorneys or individuals with GWA related business entities who have a need to know and who agree in advance not to make further disclosure or unless required to do so by law.
- C. Reports and information: As reasonably requested by The College, but in no event more frequently than bi-weekly, GWA will provide the College with status reports of the Services rendered and work orders hereunder.
- D. Propriety Rights: Any and all analyses, reports, plans, specifications, synopses, estimates, memoranda, tables, charts, source code or any other code, inventions, ideas, products, trade secrets, hardware, software (including, but no limited to, enhancements and derivative works), and other materials, including all documents on electronic and magnetic storage media prepared pursuant to this Agreement shall become the property of the College.

4. TERM AND TERMINATION

4.1. This Agreement shall be deemed to have commenced on the effective date of this Agreement and shall continue until June 30, 2018. (The "Term") or until terminated as hereinafter provided.

4.2. Termination

4.2.1 Both GWA and The College shall have the right to immediately cancel this Agreement in whole without cause with 60 days written notice, other than the College's failure to pay GWA invoices in a timely matter.

4.2.2. GWA shall have the right to immediately cancel this Agreement in whole in the event The College fails to pay GWA invoices in accordance with the provisions of The Illinois Prompt Payment Act by providing five business days written notice to The College.

5. RELATIONSHIP OF THE PARTIES

At all times during the Term of this Agreement, GWA shall retain its independent status, and GWA and its Consultants are and shall at all-time be independent contractors to The College. The consultants assigned to The College under this agreement shall remain employees of GWA and shall not by reason of their assignment to The College become employees of The College.

6. INDEMNIFICATION

- A. GWA assumes and agrees to indemnify and save harmless The College and its elected officials, employees, agents and representatives, successors and assigns, from any liability and expenses (including, but limited to reasonable attorneys' fees and other reasonable litigation-related expense) with respect to claims for bodily injury or death or property loss or damage (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) by whomsoever such claims may be asserted which claims are based in whole or in part upon any negligent or intentional act or omission on the part of GWA, its agents, servants, or employees in providing Services.
- B. The College will promptly notify GWA of the assertion of any claim related to this indemnification so as to permit GWA reasonable time within which to notify its insurers of such claims, and the tender of the defense thereof by the GWA.

REPRESENTATIONS AND WARRANTIES

GWA Representation and Warranties:

- A. GWA hereby represents and warrants to and covenants with The College as of the date hereof and throughout the term of this Agreement that it has the capacity and ability to complete the Services hereunder in conformance with the terms of this Agreement, and will perform the Services in a good and workmanlike manner.
- B. To the best of its actual knowledge, GWA is familiar with the requirements of the Services and this Agreement and has the necessary skill, financial resources and personnel to successfully complete the Services under this Agreement.
- C. GWA is authorized to do business in the State of Illinois, GWA represents and warrants that it is a company which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

The College Representation and Warranties:

- A. All necessary corporate, regulatory or other similar action has been taken to authorize and empower The College to execute, deliver and perform this Agreement.
- B. No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial and administrative, is pending or threatened against or material adverse effect on the execution, delivery, performance or enforceability of this Agreement, As of the date of execution of this Agreement, The College has not received notice, or has a reasonable basis for believing that The College or any of its officers, managers or employees are the subject of any criminal action, complaint or investigation pertaining to any felony charge.
- C. The College warrants that it shall be responsible for providing office space for Consultants at The College, as well as computers. Other Consultants shall be entitled to use a College computer, as necessary.

NOTICES

Any notices or demands, which may be or are required, to be given by either party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (a) by hand delivery; or (b) by United States certified mail, postage prepaid addressed to GWA or The College, respectively, at the following addresses, or at such other place as GWA or The College may from time to time designate in writing:

If to the College

Morton Community College
3801 S. Central Ave.
Cicero, IL 60804
Attn: President Stan Fields

If to GWA

GW & Associates, P.C.
2617 Chicago Road
South Chicago Heights, IL 60411
Attn: David A. Gonzalez, Partner

MISCELLANEOUS

This Agreement shall be binding upon and insure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

The terms of this Agreement shall be constructed and taken effect in all respects in accordance with the laws of the State of Illinois. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of Cook County, Illinois.

In the event of any legal proceeding brought by a party under this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all cost, including reasonable attorney fees, court costs and ancillary expenses incurred by such party in enforcing its rights hereunder.

In the performance of this Agreement, each party agrees to comply with all the applicable laws, rules and regulations.

The terms of this Agreement are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Agreement. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

No waiver of a breach of any provision of this agreement shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

- A. Neither party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, insurrection, fire, flood, tornado, natural calamity, strike or other labor activities, or because of any law or government regulations, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further on and use its best efforts to complete full performance of this Agreement when such causes are removed.
- B. This Agreement and Attachment A constitute the entire Agreement between the parties, superseding any prior understanding, arrangements or agreements whether in writing or oral. This Agreement embodies the entire Agreement between the parties hereto. Any amendment or modification or other change in the provisions of this agreement must be made in writing and signed by both parties to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

Morton Community College

By: _____

Its: _____

Date: _____

GW & Associates, P.C.
A Professional Corporation

By: 

Its: Partner

Date: _____

**Morton Community College
ATTACHMENT A
FINANCIAL SERVICE AGREEMENT**

Services to be performed:

GWA will augment College's finance personnel and will provide or assist in the following services:

- Budget preparation
- Reconciliation of other general ledger accounts
- Financial statement preparation
- Tax levy preparation
- Month and year end closing procedures
- Maintenance of capital asset records
- Manage Accounting, Payroll and Accounts payable personnel
- Cash flow management
- Review of internal controls, processes and procedures and recommendations for improvement
- Special reports and analysis
- Presentations to College Board Members
- General ledger maintenance
- Accounting research and guidance
- TIF Joint Review Board meetings
- Work with External Auditors

The contractor shall ensure that all budgets, accounting and financial service timelines are monitored and reported to College management.

2. Policy update

The College Board routinely considers financial policies for adoption. The contractor shall participate in the creation, addition or modification to the existing documents and identify if there are any new policies that should be considered.

3. Communication and Reporting

1. Review and Report

- a) Prepare and present financial reports and matters to the CFO and or College Board at their regular meetings as required.

Morton Community College
ATTACHMENT A
FINANCIAL SERVICE AGREEMENT

3. Support of Technology Goals

One of the primary goals of the College is to align technology resources to advance the innovative use of technology to enhance responsiveness, reduce costs and improve the effectiveness of decisions. The contractor will team with College staff to meet these self-service, efficiency, continuity and transparency goals of the College.

4. Pricing

GWA's fee for the services set forth herein for the term of the Agreement shall be \$10,000 per month commencing the day GWA Consultants start at College.

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 14, 2016 5:56 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray; Steve Patterson
Subject: Fwd: Action Item for July Board

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 14, 2016 at 4:50:09 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item for July Board

PLACEHOLDER

Proposed Action: That the Board approve the consulting services agreement between Res Publica and Morton College for FY 2017 as submitted.

Rationale: [Required by Board Policy 5.3.1 and Chapter 110, Act 805, Paragraph 3-27.1 of the Illinois Compiled Statutes] Res Publica will provide public relations, media , and branding/marketing services for Morton College. Morton College seeks to enhance its brand and exposure in the community and beyond

Cost Analysis:

Attached:

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

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July 27, 2016

Morton College
3801 S. Central Ave.
Cicero, IL 60804

Members of the Board:

We appreciate your consideration of giving Res Publica Group the opportunity to work with Dr. Fields and his team as they take steps to elevate the school's profile and improve its standing not only in the communities it serves, but within higher education.

It is our understanding that school leadership wants to improve both its internal and external communications efforts, including creating a Director of Public Relations and Community Outreach, as part of a larger mission to demonstrate the educational value at Morton, increase enrollment and improve community relations and support. We would look to assist your team in developing a comprehensive communications program at Morton College to achieve those goals.

Through this agreement, we would help the school build a strong foundation for a successful communications department by creating a strategic plan for implementation. We would do that through a series of steps, working closely with your newly hired Director, including but not limited to some of the following:

- Meet with students, faculty, administrators and other key stakeholders to identify positive story ideas and the proper media outlet to secure coverage
- Identify programs and opportunities to elevate the school's profile by highlighting unique programs and success stories among students and staff, helping to promote those stories through paid, earned and social media opportunities.
- Develop a communications calendar, based on media trends and higher education themes throughout the year, and matching those trends with stories from your students and staff.
- Create a speaker's bureau, made up of subject-matter experts on staff, and identify appropriate forums for them to make presentations or participate in panel discussions, forums and conferences – with the objective of elevating Morton's status and strengthening connections with key community groups.



Approved:

(First Name, Last Name)

Date: _____

CC: D. Hamilton

EXHIBIT A Terms and Conditions

The following is an agreement ("Agreement") between the party listed on the letter agreement ("Client") and The Res Publica Group, LLC ("Res Publica") relating to the services to be provided by Res Publica to Client. This Agreement incorporates by reference those terms and conditions set forth in the letter agreement. In addition, the following terms and conditions apply:

1. **Services.** Res Publica will perform the services set forth in the letter agreement ("Services"). If Client wants to expand the scope of the Services, Client and Res Publica shall agree upon the services to be performed and their price by amending the letter agreement.

2. **Ownership.** All slogans, trademarks, ideas and/or other materials developed, submitted or purchased by Res Publica for Client, in the form and to the extent specifically utilized in Client's program covered by this Agreement ("Works"), shall be Client's property exclusively. Res Publica hereby assigns, grants and transfers to Client all rights solely to the Works.

3. **Expenses.** Client shall reimburse Res Publica for all out-of-pocket, third-party expenses, and all travel and related expenses incurred by Res Publica in performing the Services. Client shall also reimburse Res Publica for its administrative costs. Administrative costs shall be billed at a rate of 3% of the total fees billed each month, but will not exceed \$1,950.00 per month. Administrative costs include, but are not limited to, all file sharing, content management, news media research, photocopy, color output, telephone, fax, postage and delivery expenses.

4. **Payment.** Res Publica shall invoice Client on a monthly basis and all invoices are due within 30 days of receipt. For late payments, Res Publica may assess a late payment charge at the rate of 3.5% per month (36% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Res Publica may, in its sole discretion, cease performing Services.

5. **Right to Use.** Client represents and warrants that: (i) all materials furnished to Res Publica will not in any way constitute an infringement, misappropriation or other violation of any third party's intellectual property rights; and (ii) Client has properly obtained all necessary permissions and licenses from any individuals whose name, image or likeness is used in any such materials.

6. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Res Publica, solicit or hire (either directly or indirectly) any Res Publica employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Res Publica, Client shall pay Res Publica a fee equal to the total amount of such employee's [annual] cash and non-cash compensation as a reimbursement to Res Publica of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** 7.1 Confidentiality Obligations (a) Confidentiality. Res Publica agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement. (b) Non-Use. Res Publica agrees to use Confidential Information solely in accordance with the terms of this Agreement.

7.2 Confidentiality Standard of Care. Res Publica shall exercise at least the same degree of care as it uses with regard to its own

Confidential Information, but in no event less than reasonable degree of care, in protecting Client Confidential Information.

7.3 Required Disclosure of Confidential Information. In the event that Res Publica is compelled by law to disclose any Confidential Information: (a) Notice of Disclosure. Res Publica shall provide Client with prompt written notice of the order to disclose. (b) Cooperation to Seek Protective Order. Res Publica shall cooperate with Client to assert and to allow Client to assert all applicable privileges over the Confidential Information, to quash a subpoena or other process, or to otherwise obtain a protective order or other appropriate remedy. (c) Limited Disclosure. In the event that a protective order or other remedy is not obtained, or Client waives compliance with the provisions of this Agreement, Res Publica shall:

(i) disclose only the portion of Confidential Information that is legally required to disclose; and (ii) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to Confidential Information.

7.4 Return of Property. At Client's request, all Confidential Information in the possession of Res Publica shall be immediately returned to Client or destroyed.

7.5 Definition of Confidential Information

(a) Included Information. Confidential Information means any non-public information disclosed to Res Publica, whether orally, in writing, through any means of communication, by or on behalf of Client, including but not limited to information that is attorney-client privileged and/or subject to the attorney work-product doctrine. (b) Excluded Information. The restrictions of this Agreement on use and disclosure of Confidential Information will not apply to: (i) Public Information. Information that is or becomes publicly known without the breach of this Agreement. (ii) Already Known. Information that at the time of disclosure under this Agreement is already known to Res Publica without any restriction on its disclosure. (iii) Third Party Source. Information that is or subsequently comes into the possession of Res Publica from a third party without violation of any contractual or legal obligation. (iv) Independently Developed. Information that is independently developed by Res Publica without the use of Confidential Information or breach of this Agreement.

Res Publica will have the burden of proof regarding the applicability of any exception. Notwithstanding these exceptions, information that is attorney-client privileged or subject to the attorney work-product doctrine shall at all times remain subject to the restrictions of this Agreement on use and disclosure of Confidential Information.

8. **Injunctive Relief.** In addition to any other rights or remedies it may have at law or under contract, Res Publica may apply to any court of competent jurisdiction for injunctive or other equitable relief to enforce this Agreement, without being required to show actual damages or post any bond. If any provision or portion of a provision is held to be unenforceable, the rest of the Agreement will remain in effect.

9. **Indemnification.** Client shall defend and indemnify Res Publica against any liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs (collectively "Claims"), that arise out of or relate to: (i) Client's breach of this Agreement or any representation or warranty made to Res Publica; (ii) information, statements or materials prepared or provided by Client, that Client directed Res Publica to use or that were approved by Client; (iii)

EXHIBIT A Terms and Conditions

product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iv) Client's gross negligence or willful misconduct.

In addition, Client shall pay or reimburse Res Publica for all reasonable staff time, attorneys' fees, costs and expenses Res Publica incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target and which do not arise from Res Publica's gross negligence or willful misconduct.

10. Entire Agreement. Client is deemed to have accepted this Agreement when Client signs or returns the letter agreement to Res Publica. These terms and conditions will not be superseded by any conflicting terms or conditions in any other form of written communication, unless signed by both parties. This Agreement together with the letter agreement is the complete statement of the terms of the understanding between the parties, merging and superseding all prior negotiations or agreements of the parties, either written or oral, made either prior to or contemporaneously with this Agreement. This Agreement cannot be modified or amended except by a subsequent written instrument executed by the parties.

11. Term. The term of this Agreement shall commence as of date of the letter agreement, and shall continue until terminated by either party upon [30] days prior written notice. Termination of the Agreement shall not relieve the parties of any obligation accruing prior to such termination. In that regard, such termination shall not relieve Client of any obligation or liability with respect to contracts for services or materials entered into by Res Publica on behalf of Client with any third party.

12. LIMITATION. IN NO EVENT WILL RES PUBLICA BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OTHERWISE EXCEPT SUCH DAMAGES AND/OR LOST PROFITS ARISING FROM RES PUBLICA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT SUBJECT TO THE IMMEDIATELY FOREGOING LIMITATION. RES PUBLICA'S ENTIRE LIABILITY TO CLIENT UNDER THIS AGREEMENT OR OTHERWISE, WILL BE LIMITED TO 3X THE FEES PAID BY CLIENT TO RES PUBLICA PURSUANT TO THIS AGREEMENT.

13. Notices. Notices shall be in writing and sent by certified mail, return receipt requested. Notices to Client will be sent to Client's address on the letter agreement. Notices to Res Publica will be sent to The Res Publica Group, 444 N. Michigan Avenue, Suite 3600, Chicago, IL 60611, Attention: Guy Chipparoni, President.

14. Governing Law. This Agreement and any disputes among the parties will be governed by the internal laws (exclusive of the conflicts of law principles) of the State of Illinois. The parties consent to the exclusive and sole jurisdiction of the federal court located in Chicago, Illinois or the state court located in Cook County, Illinois with respect to all litigation, claims, causes of action, demands, controversies or disputes among the parties.

Melissa Mollett

From: Stan Fields
Sent: Monday, July 18, 2016 1:14 PM
To: Melissa Mollett
Cc: Maria Anderson; Muddassir Siddiqi
Subject: Fwd: Agreement with City of Berwyn for EMT program
Attachments: IGA with the City of Berwyn.docx; ATT00001.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Muddassir Siddiqi <muddassir.siddiqi@morton.edu>
Date: July 18, 2016 at 11:06:59 AM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Roxanne M Barone <Roxanne.Barone@morton.edu>
Subject: Agreement with City of Berwyn for EMT program

Proposed Action: That the Board approve the intergovernmental agreement between Morton College and City of Berwyn to approve Fire Department Station 2 located at 6415 W. 16th Street in order to conduct program for Emergency Medical Technician (EMT).

Rationale: Required by Board Policy 1.1.1 and pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq

Morton College does not have adequate space to conduct EMT course and wishes to utilize the Berwyn Fire Dept Station 2 as training/instructional site for this purpose. The agreement will commence August 1, 2016 and terminates on July 31, 2017.

The resolution and agreement are attached.

Muddassir Siddiqi, Ed.D.
Provost
Morton College
3801 South Central Avenue
Cicero, Illinois 60804 – 4398

muddassir.siddiqi@morton.edu
708-656-8000 X 2240

www.Morton.edu

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into this 25th day of July, 2016, by and between Morton College, Illinois Community College District No. 527, an Illinois community college district (“Morton College”), and the City of Berwyn, an Illinois municipal corporation (“City”), (collectively, Morton College and the City may, for convenience purposes only, be referred to as the “Parties” and each individually as a “Party”).

WITNESSETH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, Morton College and the City are both public agencies under the laws of the State of Illinois; and

WHEREAS, Morton College operates an Emergency Medical Technician (“EMT”) Program (the “Program”);

WHEREAS, the City is the owner of the City of Berwyn’s Fire Department Station 2 (the “Premises”), located at 6415 W. 16th Street, Berwyn, Illinois; and

WHEREAS, Morton College desires to utilize the City’s Premises for conducting the Program and for utilizing the storage area for Morton College’s equipment; and

WHEREAS, Morton College intends to hire EMT professionals from the City to instruct and assist with the Program; and

WHEREAS, the City desires to enter into this Agreement with Morton College to allow Morton College to use the Premises for the purpose of carrying out its business and activities related to the Program; and

WHEREAS, based on the foregoing, the Parties have concluded that it is in their best interests to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **License and City Responsibilities.** Subject to the terms, conditions and limitations contained in this Agreement, the City hereby grants to Morton College a revocable license (the "License") to use classrooms on the Premises for the duration of Morton College's Program. The City agrees to allow employees, students, and visitors to the Premises for the purpose of the Program. The License is revocable at will by the City and is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.
3. **Morton College Responsibilities.**
 - A. Morton College agrees to pay for the utility costs incurred as a direct result of the Program.
 - B. Morton College further agrees to clean up the Premises after each class of the Program and agrees to be financially responsible for replacing any damaged property resulting from Morton College or its officers', employees', agents', contractors', representatives', guests' or invitees' use of, access to, and ingress and egress to and from the Premises related to the Program.
 - C. Morton College agrees to abide by all City rules and regulations regarding use of the Premises.
 - D. Morton College shall be responsible for student safety at all times during the Program. Morton College acknowledges that the City will require Morton College's students to sign releases and other authorization forms in order for students to participate in the Program.
 - E. Morton College shall require all students participating in the Program to maintain health insurance.
 - F. Morton College intends to hire EMT's employed by the City to provide instruction for the Program. While providing instruction for the Program, these EMTs shall be direct employees of Morton College, and shall not be considered on loan from the City.

4. **Term.** The term of this Agreement shall commence on August 1, 2016, and shall terminate July 31, 2017, unless earlier terminated as set forth herein. If a make-up course or more classroom instruction time is needed, the Parties shall agree to such change in writing.
5. **Termination.** Either Party may terminate this Agreement at any time, for cause or no cause, upon providing sixty (60) calendar days' written notice to the other Party of its intent to terminate.
6. **Mutually Beneficial Program.** Neither Party shall compensate monetarily either Party to the other under this Agreement. It being acknowledged that the Program provided hereunder is mutually beneficial. The Parties will cooperate in administering this Program in a manner that will tend to maximize mutual benefits provided to both Parties.
7. **Insurance.** Each Party shall maintain in force for the entire duration of this Agreement comprehensive general liability and property liability insurance, insuring against any and all claims, liability, demands and losses of judgment arising out of or occurring in connection with any act or omission of their agents, employees and/or students. This policy shall provide coverage against the aforementioned risks in an amount of not less than One Million and no/100 U.S. Dollars (\$1,000,000.00) per occurrence or claim and not less than Three Million and no/100 U.S. Dollars (\$3,000,000.00) in the aggregate.
8. **Indemnification.** Each Party agrees to indemnify and hold harmless the other from and against any and all claims, costs, actions, suits, judgments, damages, liabilities, losses, or expenses including, without limitation, reasonable attorneys' fees and the reasonable fees of expert witnesses and other consultants, which arise or are asserted against or imposed upon or incurred by the Party seeking indemnification ("Indemnitee") as a consequence of any act or omission related to the Program by the Party from whom indemnification is sought ("Indemnitor") or any employees, agents, or contractors of the Indemnitor. This provision shall survive termination of this Agreement. Nothing in this Agreement shall be construed to limit the indemnity or contribution rights that the Parties may have under law.
9. **Non-Discrimination.** The Parties shall not discriminate on the basis of race, color, religion, sex, sexual preference, genetics, national origin, citizenship status, ancestry, age, marital status, physical or mental handicap, military status or any other factor as protected or prohibited by federal, state or local law, statute, ordinance, rule or regulation.
10. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any

breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.

11. **Entire Agreement; Modification.** This Agreement shall constitute the sole and entire understanding and agreement by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
12. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without regard to any conflict of laws provision. All disputes arising out of the Agreement, wherever derived, shall be resolved in the Circuit Court of Cook County, Illinois.
14. **Notice.** Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the City:

Berwyn City Hall
6700 26th Street
Berwyn, Illinois 60402
Attn: Anthony Bertuca, City Attorney

With a Copy to:

Dennis O'Halloran, Fire Chief
6700 26th Street
Berwyn, Illinois 60402

If to Morton College: Morton College
3801 S. Central Avenue
Cicero, IL 60804
Facsimile: (708) 656-3186
Attn: Ellen Crowe, Ph.D.

With a copy to: Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
Facsimile: (708) 222-7001

15. **Non-Waiver of Immunity.** Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
16. **Counterparts.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
17. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
18. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a Party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior, written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
19. **Relationship.** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership or other agency relationship between the Parties hereto.
20. **Breach.** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suits incurred by the prevailing Party. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
21. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any

provision, term or condition of this Agreement (including, without limitation, the failure to make a monetary payment when due), the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement.

22. **Authorized Representative.** This Agreement is executed by an authorized representative of the City in the representative's official capacity only, and the representative shall have no personal liability under the Agreement. This Agreement is executed by an authorized representative of Morton College in the representative's official capacity only, and the representative shall have no personal liability under the Agreement.
23. **Legislation.** Morton College and the City shall enact all necessary ordinances or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

[SIGNATURE PAGE FOLLOWS]

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 25th day of July, 2016, by the proper persons, as set forth below.

MORTON COLLEGE

CITY OF BERWYN

Stan Fields

Printed Name

Printed Name

Signature

Signature

President

Title

Title

Date

Date

Melissa Mollett

From: Stan Fields
Sent: Monday, July 18, 2016 3:44 PM
To: Melissa Mollett
Cc: Maria Anderson; Muddassir Siddiqi
Subject: Fwd: JULY BOARD ITEM-NURSING LAB - Independent Contractor
Attachments: agreement - Elliott - NUR - FY 2017.docx; ATT00001.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Ok

Begin forwarded message:

From: Muddassir Siddiqi <muddassir.siddiqi@morton.edu>
Date: July 18, 2016 at 2:17:21 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Roxanne M Barone <Roxanne.Barone@morton.edu>
Subject: JULY BOARD ITEM-NURSING LAB - Independent Contractor

Below is the proposed action item for July Board:

Proposed Action: That the Board approve the agreement with Mr. Terry L. Elliot, an independent contractor, for services in Nursing Lab in an amount not to exceed \$33,068 for fiscal year 2017, as submitted.

Rationale: Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes

This is an independent contractor and Mr. Elliot is responsible for all taxes. There are no additional benefits to be paid or obligations incurred by Morton College.

Mr. Elliot's salary is to be paid through the Perkins Grant. (Mr. Elliott has been independent contractor for services in the Nursing Lab since 2010.

The cost is \$33,068 for FY 2107, paid by Perkins Grant (\$41.21 p/h x 19 hours per week)

The agreement for FY 2017 is attached.

Thanks,

Muddassir Siddiqi

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INDEPENDENT CONTRACTOR AGREEMENT

This Agreement outlines the arrangement between Terry L. Elliott, L.L.C., heretofore referred to as IC, and Morton College, heretofore referred to as CLIENT. IC and CLIENT are the only parties to this Agreement. CLIENT desires to engage IC to perform consulting services further described herein. In consideration of the foregoing representations, CLIENT and IC have agreed upon the terms and conditions as stated in this Agreement as follows:

1. TERM OF THE AGREEMENT

The term of this Agreement shall commence on August 18, 2016 and terminate May 30, 2017. Either party may terminate this Agreement on thirty (30) days' written notice. All provisions of this Agreement shall apply to all services and all periods of time in which IC renders services for or on behalf of CLIENT, regardless of the date on which the Agreement is actually executed.

2. INDEPENDENT CONTRACTOR STATUS

The express intention of the parties is that IC is an independent contractor and not an employee, agent, or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between IC and CLIENT or any employee or agent of IC. Both parties acknowledge the IC is not an employee for state or federal tax purposes.

IC declares that IC is self-employed and engaged in the independent business of consulting.

3. LICENSING REQUIREMENTS

IC declares that IC has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

4. TAX RESPONSIBILITIES

IC declares that IC has complied with all necessary federal, state, and local self-employment tax requirements and that IC shall file all of the necessary tax returns and pay all of the necessary self-employment taxes. CLIENT shall not assist with any federal or state income tax withholdings or make any tax contributions on behalf of IC.

5. INSURANCE

IC declares that IC has obtained professional liability insurance for IC and that IC shall make all applicable premium payments, deductibles, and renewal payments for such insurance policies of IC. IC agrees to hold harmless and indemnify CLIENT for any and all claims arising out of any injury, disability, or death of IC. IC understands that CLIENT shall not obtain or pay for any insurance on behalf of IC.

6. PERFORMANCE OF SERVICES

IC shall work on selected projects designated by Morton College and related to the Morton College Nursing program.

IC shall be supervised by the Morton College Dean of Career & Technical Education and work in collaboration with:

- Director of Nursing Program and
- Dean of Career & Technical Education

IC reserves the sole right to control or direct the manner in which services are to be performed.

IC shall retain the right to perform similar services for other entities during the term of this Agreement but agrees to use its best efforts to perform the consulting services for Morton College.

IC reserves the right to refuse to perform services outside the scope of this Agreement.

Subject to the foregoing, CLIENT reserves the right to inspect, stop work, prescribe alterations, and generally to supervise the work to ensure its conformity with that specified in this Agreement.

7. TIME AND LOCATION OF WORK

IC shall perform the services required by this Agreement at any place or location and at any time as IC deems necessary and appropriate.

8. TERMS OF PAYMENT

Client agrees to compensate IC at a rate of \$41.21 per hour. IC shall submit hours worked on a weekly basis to the Director of Nursing and/or Dr. Ellen Crowe. Payment of hours shall be made on a semi-monthly basis in accordance with all the rules and regulations of the State of Illinois and the Internal Revenue Service. Work performed by IC during the full term of this Agreement shall not exceed in total the cost of \$33,068.

9. PAYROLL AND EMPLOYMENT TAXES

No payroll or employment taxes of any kind shall be withheld or paid by CLIENT on behalf of IC, including without limitation, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, workers' compensation, and state unemployment tax. CLIENT's understanding is that IC is taking care of all of these items.

10. EXPENSES

IC shall be responsible for all costs and expenses incidental to the performance of services for CLIENT, including without limitation, all costs of fees, fines, licenses, or taxes required of or imposed against IC and all other of IC's costs of doing business. CLIENT shall not be responsible for expenses incurred by IC in performing services for CLIENT.

11. INDEMNIFICATION

To the extent permitted by law, IC will indemnify protect, defend and hold the College, its trustees, individually and collectively and its affiliates, officers, agents and employees (the "Indemnified Parties") free and harmless for any and all liabilities, claims, demands, actions,

costs, suits or matters arising out of or related to the performance of the work under this Agreement, whether based upon or claimed to be based upon statutory, contractual, tort or other liability of any indemnity hereunder, provided that no party shall be indemnified for claims arising from such party's own negligence. The provisions of this Article shall not be construed to require IC to indemnify any party for or against such party's own negligence. The obligations of IC pursuant to this Article are not to be construed to negate or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Article. IC's obligation to indemnify the CLIENT shall survive the termination of this Agreement.

12. CONFIDENTIALITY

So long as this Agreement remains in effect, IC may have access to and become acquainted with various trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of the CLIENT, which are owned by the CLIENT and which are regularly used in the operation of the CLIENT's business. IC acknowledges such information is secret and confidential (except as prohibited by law) and that the CLIENT disclosed the same to IC so it could undertake the work per this Agreement. IC shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with Agreement or otherwise as required by law. The CLIENT acknowledges that IC may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing the work per this Agreement and any additional services it provides to the CLIENT, and nothing contained herein precludes IC from developing or disclosing such materials and information provided that the same do not contain or reflect confidential information belonging to the CLIENT.

All files, records, documents, drawings, specifications, equipment and similar items relating to business at the CLIENT, whether prepared by IC or those acting on behalf of IC, shall remain the property of the CLIENT. IC shall not be entitled to review any records protected by the Family Educational Rights and Privacy Act, except upon written approval by an officer of the CLIENT.

At any time upon the CLIENT's request and/or upon termination of the Agreement, IC shall immediately deliver to the CLIENT all personal property owned by, belonging to or concerning any part of the CLIENT's activities or concerning any part of IC's activities relating to the Project (collectively, the "Property"). The Property is acknowledged by IC to be the CLIENT's property, which is only entrusted to IC on a temporary basis in its capacity as a provider of services to the CLIENT.

13. SUBSIDIARY OR AFFILIATE OF CONTRACTOR

By signing this contract, IC agrees that the work shall be in the name of IC. IC may not enter into a contract with the CLIENT in the name of any affiliate, subsidiary, parent, brother or sister company or related entity of IC. IC may not subcontract the work of the agreement. Subcontracting will be deemed to be in substantial compliance with the contract and will be deemed to be non-responsive to the CLIENT's contractual terms.

IC has no authority to contract with third parties. IC may recommend vendors to the President. In the event the CLIENT secures a vendor to provide professional service to the

CLIENT and such costs are directly or indirectly passed on to the CLIENT for payment, the party providing the primary professional service shall not 'mark-up' the costs to the CLIENT and that the CLIENT shall only be responsible for any actual costs incurred and paid for by the contractor providing professional services directly to the CLIENT.

IC must disclose all financial gains resulting from vendor contracts, or for service procured by third party vendors.

14. NOTICES

All notices and demands required hereunder shall be deemed given upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by a reputable overnight delivery carrier; or (c) three (3) business days after the sender posts with the United States Post Office via registered or certified mail (return receipt requested) with postage prepaid and properly addressed as follows or to such other address as either party may specify in writing.

If to CLIENT: Morton College
3801 S. Central Ave.
Cicero, IL 60804
ATTN: Office of the President

If to IC: _____

15. MISCELLANEOUS

A. Construction and Governing Law

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The parties acknowledge that they have had an opportunity to negotiate, review and revise this Agreement and have it reviewed by legal counsel, if desired. Further, the parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement.

B. Modification

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by authorized representatives of each party. No waiver by either party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

C. Headings

The headings used herein form no substantive part of this Agreement, are for the convenience of the parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

D. Facsimile Transmission

A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature

E. Non Assignment

This Agreement is personal in character and neither the CLIENT nor IC shall assign its respective interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

F. Partial Invalidity

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions shall remain in full force and effect without impairment or invalidation.

17. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

Executed on the date and year first above written, by:

INDEPENDENT CONSULTANT:

CLIENT:

Terry L. Elliott, L.L.C. Date

Stanley S. Fields, Ph.D. Date
President

Printed:
Terry L. Elliott, L.L.C.

Printed:
Stanley S. Fields

Melissa Mollett

From: Stan Fields
Sent: Thursday, July 21, 2016 1:37 PM
To: Melissa Mollett
Cc: Maria Anderson; Anthony Ray
Subject: Fwd: Action Item Personnel for July Board

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: July 21, 2016 at 12:52:02 PM CDT
To: Stan Fields <stan.fields@morton.edu>
Cc: Melissa Mollett <melissa.mollett@morton.edu>, Maria Anderson <maria.anderson@morton.edu>, Doris Rivera <Doris.Rivera@morton.edu>
Subject: Action Item Personnel for July Board

STAFF RESIGNATION REPORT

NAME	POSITION	EFFECTIVE DATE
<u>Administrators</u>		
Dr. Tyra Ousley	Director of Nursing Programs	July 21, 2016

Anthony Ray, PHR
Director of Human Resources
Room 210-B
anthony.ray@Morton.edu

Morton College
3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

STAFF RESIGNATION REPORT

NAME	POSITION	EFFECTIVE DATE
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Administrator

Tyra Ousley	Director of Nursing Programs	July 21, 2016
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*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Magda Banda an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Institutional Research ("Director of Institutional Research" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Institutional Research of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Institutional Research of the College and be employed as the Director of Institutional Research of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Institutional Research of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Institutional Research of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole

discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty Thousand Seven hundred and Fifty-eight U.S. Dollars (\$80,758.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during

any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the

Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Magda Banda

██████████ ██████████ ██████████
██

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of this day of , 2016.

Executed:

Stan Fields
President, Morton College

Date

Magda Banda	Date
Employee	

Morton College

Job Description

Job Title:	Director of Institutional Research
Reports to and Evaluated by:	Vice President of Institutional Advancement
Required Qualifications:	Bachelor's degree in statistics, mathematics or a research-based discipline. In depth understanding of research design, statistics, and strategic planning. Demonstrated proficiency in creating complex relational databases and spreadsheets. Familiarity with statistical software packages (e.g., SPSS). Excellent analytical, writing, and presentation skills.
Desirable Qualifications:	Master's degree and three years' experience in institutional research, assessment and/or planning. Experience developing and managing budgets and the grant proposal process. A leadership style that emphasizes collaboration, team building, and accessibility. Able to demonstrate Morton's core value of truth, compassion, fairness, responsibility and respect.
Job Summary:	Design and conduct institutional research studies, serve as administrative liaison to faculty driven assessment activities, manage the strategic planning process, prepare and submit reports to various state and federal agencies, serve as contact to the Higher Learning Commission of the North Central Association of Colleges and Schools. Assist in maintaining grants. Assist others in grant proposals to support educational programs and to gather and disseminate research information about the college and grants that may be available.
Specific Job Duties:	<ul style="list-style-type: none"> • Design and conduct institutional research studies and communicate results to College constituencies. • Collect data in support of assessment, planning, grant proposals and related activities. • Work with faculty on information-driven assessment towards the improvement of teaching, learning, retention, and student success. • Take a leadership role in planning and communications activities.

- Collaborate with and assist all areas of the college regarding the acculturation of information-driven, reflective implementation of policies, programs, and other initiatives.
- Responsible for timely reporting to bodies governing the operations of the College.
- Provide assistance, data and direction in all matters involving the Higher Learning Commission of the North Central Association of Colleges and Schools, including institutional self-studies, writing self-study reports, and performing other activities to maintain the college's accreditation.
- Develop, maintain and use relational databases and spreadsheets.
- Responsible for budget development, management and review.
- Revise and update the Websites for Institutional Research, planning and assessment.
- Perform other job-related duties as assigned.

Position Unit:

☒ Administration

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Jennifer Butler, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Library and Hawthorne Museum ("Director of Library and Hawthorne Museum" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Library and Hawthorne Museum of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Library and Hawthorne Museum of the College and be employed as the Director of Library and Hawthorne Museum of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Library and Hawthorne Museum of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Library and Hawthorne Museum of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole

discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty thousand Three hundred and Twelve U.S. Dollars (\$80,312.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during

any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the

Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Jennifer Butler
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields
President, Morton College

Date

Jennifer Butler
Employee

Date

Morton College

Job Description

Job Title:	Director of Library & Hawthorne Works Museum
Reports to and Evaluated by:	Provost
Required Qualifications:	MLS from an ALA accredited institution or equivalent; at least five years of increasingly responsible, professional-level, recent academic library experience including at least three years of supervisory management and reference experience; experience with budget development, personnel administration and evaluation; familiarity with library automation, personal computers and office software; experience with Internet-based information literacy services; excellent writing skills; grant writing experience; and understanding of how technology can be utilized in the teaching and learning environment.
Desirable Qualifications:	Community college library experience; leadership style that emphasizes collaboration, team building, accessibility; experience in planning for and providing online circulation, catalog, reference databases. Excellent interpersonal skills; bi-lingual in English/Spanish. Ability to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.
Job Summary:	To provide library and multimedia services to college students, faculty, staff and community patrons.
Specific Job Duties:	<ul style="list-style-type: none">• To supervise and assist LRC staff in planning for and providing all aspects of library service including circulation, reference, information technology, bibliographic instruction, technical, and multimedia services.• To develop the LRC print, non-print and electronic collections.• To maintain the College archives.• To conduct an annual inventory.• To provide for the information needs of all areas of the College in collaboration with students, faculty, staff and administrators.• To represent the College at SLS and NILRC meetings.• To assist with budget preparation and daily monitoring of requests for expenditures.• To recommend employment of all LRC staff.• To participate in college-wide committees.• To conduct planning and assessment on library services and the museum.• To perform other duties as assigned by the supervisor.

Position Unit: ☒ Administration

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Ellen Crowe, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Dean of Careers and Technical Education ("Dean of Careers and Technical Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Dean of Careers and Technical Education of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Dean of Careers and Technical Education of the College and be employed as the Dean of Careers and Technical Education of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Careers and Technical Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Careers and Technical Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole

discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred and Two Thousand and Sixty-two U.S. Dollars (\$102,062.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during

any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the

Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Ellen Crowe

██████████
██████████

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of this day of , 2016.

Executed:

Stan Fields
President, Morton College

Date

Ellen Crowe	Date
Employee	

Morton College

Job Description

Job Title:	Dean of Careers and Technical Education
Reports to and Evaluated by:	Provost
Required Qualifications:	Earned master's degree in an appropriate discipline with college-level teaching experience. College-level administrative experience in curriculum development, program planning and review, grant administration and reporting, budget development and administration, and personnel evaluation. Experience in union contract administration and the administration of CTE grants. Excellent written and verbal communication and leadership skills. Attention to detail and ability to execute time-sensitive projects. Ability to utilize personal computer and office software including Microsoft Word, Excel, PowerPoint, and Outlook.
Desirable Qualifications:	Earned doctoral degree. Illinois community college administrative experience. Experience with the regional accreditation process and college-wide assessment initiatives. Experience in developing dual-credit partnerships with area high schools. Strong background in technology and customer service. Familiarity with the application of multimedia technologies to the teaching and learning process.
Job Summary:	The Dean of Career and Technical Education is responsible for the day-to-day operations involved in supporting students and faculty in the career and technical program areas of Automotive Technology, Business, Computer Aided Design Computer Information Systems, Early Childhood Education, Heating, Ventilation and Air Conditioning, Law Enforcement, Office Management Technology, Physical Therapist Assistant, Therapeutic Massage, and Nursing. The Dean will be responsible for course scheduling, full-time and adjunct staffing, faculty evaluation, curriculum development, course articulation, program planning, budgeting, assessment, and resolving student complaints. The Dean will also collaborate with other departments on campus to support student learning.
Specific Job Duties:	<ul style="list-style-type: none">• Administer the CTE instructional programs of the College• Provide administrative oversight for the campus Childcare Center• Serve as liaison with the local high schools to administer the dual-credit program and increase dual-credit offerings• Implement a course scheduling process that maximizes utilization of classroom space and ensures best use of staffing models while meeting the needs of students

- Recommend employment, supervise, and evaluate full- and part-time faculty in CTE areas, working with program coordinators as appropriate
- Resolve student complaints, issues of academic honesty, and code of conduct violations
- Develop and maintain program budgets through daily monitoring of requests for expenditures and yearly reporting
- Administer and complete necessary reports for CTE grants including Perkins, Partnership for College and Career Success (PCCS), Innovation, MacNeal, and other grants as appropriate
- Serve as an administrative member of various college committees
- Participate in the achievement of the College's strategic initiatives and enrollment management plan
- Perform other duties as assigned by the Provost

Position Unit:

- ☒ Administration - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Non-Union

Approved 04/22/2009

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Susan Felice, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Continuing Education ("Director of Continuing Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Continuing Education of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **EMPLOYMENT:**

1.1 **Position.** Employee shall serve as the Director of Continuing Education of the College and be employed as the Director of Continuing Education of the College.

1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Continuing Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Continuing Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 **Best Efforts.** Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. **TERM:**

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. **RESTRICTIVE COVENANTS:**

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. **REMUNERATION:**

Employee shall receive the following as his/her total remuneration:

- 4.1 **Base Salary.** Employee shall receive an annual base salary of Seventy-Three Thousand and Seventy-three U.S. Dollars (\$73,073.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 **Expenses.** Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

- 4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

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- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. **RETURN OF THE COLLEGE'S PROPERTY:** At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. **CONFIDENTIALITY:** Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. **NOTICE:** Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel
 Del Galdo Law Group, LLC
 1441 South Harlem Ave.
 Berwyn, IL 60402.

If to Employee: Susan Felice
 

9. **MISCELLANEOUS:**

- 9.1 **Acknowledgement and Indemnification.** Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 **Construction and Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 **Modification.** The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.



Morton College

Job Description

Job Title: Director of Continuing Education

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by: Dean, Careers and Technical Education

Required Qualifications:

Four years' professional experience in post-secondary education, administration/management or business and industry setting. Knowledge and skill in the use of integrated software systems and Microsoft applications. Excellent writing, and communication skills. Knowledge of restricted and unrestricted funded programming including grant proposal submission and budget preparation. Experience with external funds/grant application writing and submissions. Understanding and knowledge of multi-cultural educational and employment settings. Must be very well organized, self-motivated and able to think and work independently. Must be able to multi-task and work with deadlines. Must be able to interact with people at all college levels, both interdepartmental and students as well as community residents. Must be able to demonstrate an entrepreneurial spirit.

Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.

Desirable Qualifications:

Proficiency in Spanish/English, both oral and written. Master's degree in Business, Education, Marketing or related field. Prior experience with curriculum development, especially in the area of continuing education and community programming. Excellent verbal, analytical, organizational and planning skills. Familiarity with budgets and public relations experience

Job Summary:

The Director of Continuing Education is responsible for the development and operation of the college's Continuing Education program. This includes all noncredit courses and programs, continuing education courses for state and customized training for business and industry.

Specific Job Duties:

- Coordinates the planning, development, implementation and support of the college's continuing education division;
- Works with business and industry to access needs and develop customized training;
- Prepares and implements a comprehensive marketing plan for continuing education;
- Oversees curriculum design, development and implementation of noncredit courses and programs;
- Manages planning, scheduling, budgeting and operational efficiency;
- Maintains effective communication with administration, faculty and staff;



Morton College

Job Description

- Recruits, supervises and evaluates faculty and personnel in continuing education
- Supervises and directs required reporting to state and national agencies
- Ensures compliance guidelines, licensure requirements and other state and federal regulations;
- Collaborates with credit faculty to identify new continuing education courses and programs;
- Research, plan, develop, implement, coordinate, track and maintain all business and industry, employee training and continuing education programs including those to satisfy licensure requirements and upgrade current workforce skills.
- Conduct area employer/employee and business needs assessments
- Develop and maintain liaison relationship between Morton College and area community and business leaders, designated agencies and offices.
- Work in conjunction with the Dean of Careers and Technical Education and other Morton College staff to develop customized business and partner agency contracts for offered training programs
- Develop marketing tools and strategies for all training programs, seminars and events
- Assist with searches for new course sites and laboratories
- Assist with curriculum development for all unit programming
- Assist with Unit registration and assessment as needed
- Assist other College areas as needed particularly the academic advising, and career planning and placement areas
- Collaborate with area IETC to provide on-site recruitment
- Research, write and develop external fund grant proposals
- Assist with grant required record keeping as needed
- Perform other job related duties as assigned by supervisor

**Work
Environment:**

Usual office working conditions. The noise level in the work environment is typical of most office environments. Travel and evening and weekend hours may be necessary to attend monthly Board of Trustee meetings, other meetings, and public relations events.

**Physical
Demands:**

While performing the duties of this position, the employee is frequently required to sit, communicate, reach and manipulate objects, tools or controls. The position requires mobility. Minimum physical exertion. Duties involve moving materials weighing up to 5 pounds on a regular basis and up to 20 pounds on an occasional basis. Manual dexterity and coordination are required over 50% of the work period while operating equipment such as computer keyboard, mouse, calculator and similar machines. Some travel is involved.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T.
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee _____ Date _____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Yolanda Freemon, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Financial Aid ("Director of Financial Aid" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Financial Aid of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Financial Aid of the College and be employed as the Director of Financial Aid of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Financial Aid of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Financial Aid of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty Thousand and Seventy-Six U.S. Dollars (\$80,076.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Yolanda Freemon
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

Morton College

Job Description

Job Title: Director of Financial Aid

**Reports To and
Evaluated By:**

**Position
Summary:** The Director of Financial Aid will be responsible for implementing and managing a comprehensive program of financial aid opportunities and services that are compliant with federal, state, Accreditation and institutional requirements, and which supports the colleges' objective to deliver financial aid services that are clear, compliant, professional and efficient.

The candidate must demonstrate an understanding of and commitment to the community college philosophy in addition to an appreciation of and sensitivity to the importance of financial aid programs in facilitating access to higher education.

The candidate must be familiar with federal and state regulations associated with financial aid and have experience with directing a comprehensive program of financial aid services including grants, loans, a variety of scholarships and Veterans benefits. Must be able to perform student and system financial aid audits.

The candidate must be detail –oriented, able to provide leadership, exercise sound judgment, maintain an even temperament, demonstrate initiative and flexibility and have the ability to establish effective relationships with students, faculty and staff within a multicultural environment.

This position requires that the candidate be able to work some evenings.

Qualifications: Must have ability to successfully manage a diverse staff.

The successful candidate will possess a Bachelor's degree in Business or a Liberal Arts discipline, or related experience. Extensive Leadership experience in the area of Financial Aid Administration supervising employees, packaging and certifying financial aid awards, managing aid from Title IV and other agencies including MAP awards, Veterans Benefits and institutional scholarships, working with various electronic

financial aid systems and preparing accurate reports for submission to federal, state and other regulatory agencies.

**Essential Duties
and
Responsibilities:**

- Establish and direct the daily operation of the Financial Aid office
- Maintain financial aid records and regulatory compliance according to the federal, state, accrediting and institutional guidelines
- Select, train, supervise and evaluate employees in the Financial Aid office
- Budgetary responsibility includes: developing future budgets, monitoring present budget, and supervision of all department expenditures for college, state, and federal monies
- Ensure that Financial Aid team is fully knowledgeable of financial aid policies and procedures and can articulate accordingly
- Identify and address developmental needs as observed to encourage financial aid employee's success
- Be available to intervene/or help Financial Aid employees who need help with students, parents or with the application of a regulatory guideline
- Identify and include stakeholders in procedural changes with potential to impact the way they manage their business area
- Share the mission of the college with the Financial Aid team
- Provide cross—training opportunities within the Financial Aid office for maximum service to students
- Recommends changes in existing policies/procedures as needed to ensure compliance with regulatory and statutory regulations
- Standardizes procedures so as to improve operating efficiencies
- Provide guidance and assistance to students and/or parent(s) who seek financial aid
- Prepare and submit reports required by federal, state and other regulatory agencies within the time—frame stipulated
- Facilitate consensus and develop positive working relationships throughout the institution. Must be a team player and team builder
- Will serve of the Accreditation and other committees
- Handles other related duties as assigned

Position Unit: ☒

Administration - Exempt

☐

Professional Staff - Exempt

☐

Faculty, Local 1600, A.F.T.

☐

Classified Staff - Excluded

☐

Classified Staff, Local 1600, A.F.T.

☐

Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO

☐

Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO

☐

Classified Staff - Part-Time, Local 1600, A.F.T

☐

Classified Staff - Part-Time, Non-Union

Approved 10-01-13

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and William Jacklin, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Athletic Director ("Athletic Director" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Athletic Director of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Athletic Director of the College and be employed as the Athletic Director of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Athletic Director of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Athletic Director of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-Two Thousand Four Hundred U.S. Dollars (\$82,400.00), for Fiscal Year 2016–2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: William Jacklin
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields	Date
President, Morton College	

William Jacklin	Date
Employee	

Morton College

Job Description

Job Title:	Athletic Director
Reports to and Evaluated by:	Vice President of Institutional Planning and Effectiveness
Required Qualifications:	Master's degree from four-year college or university; five years of related experience and/or training; five years of experience in athletic leadership; or a combination of experience and education. Must be able to work flexible hours including evenings and weekends as needed. Must possess a valid, State-issued, driver's license. Must be able to demonstrate Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.
Desirable Qualifications:	Exceptional communication skills. Bilingual in Spanish and English, both written and oral. Honesty, flexibility, punctuality, and logical reasoning ability. Ability to interact well with students, faculty and staff.
Job Summary:	The Athletic Director is responsible for providing leadership and oversight for all intercollegiate, intramural and recreational athletic staff, programs, facilities and activities. Plans, administers, and directs intercollegiate athletic activities. Directly supervises all department personnel. Carries out supervisory responsibilities in accordance with Morton College policies/procedures, including: interviewing, recommending for hire, and training athletic department employees; planning, assigning and directing work, appraising performance and disciplining employees; addressing complaints and resolving problems.
Specific Job Duties:	<ul style="list-style-type: none">• Interprets and participates in formulating extramural athletic policies. Liaisons and ensures compliance with the National Junior College Athletic Association (NJCAA/Region IV) as well as the Illinois Skyway Collegiate Conference (ISCC).• Hires and discharges coaching staff and other department employees consistent with Board Policies. Plans and coordinates activities of coaching staff.• Directs preparation and dissemination of publicity to promote athletic events. Manages all award and enshrinement related athletics programs for Morton College.• Prepares budget, SUAP report and authorizes department expenditures.• Prepares annual Equity in Athletics Disclosure Act Survey (EADA) and reports/surveys the college deems appropriate.• Plans and schedules sports events, and oversees ticket sales activities. Certifies reports of income produced from athletic ticket sales.• Works with the Morton College Athletic Association (MCAA) to generate financial support and develop fundraising sources.• Supervises utilization of all the athletic facilities. Coordinates athletic uses of training and weight room facilities. Reviews and recommends policies, repairs, and improvements for the facilities. Coordinate the scheduling of off-site facilities when appropriate.

- Oversees compliance with Title IX/Section 504 in the athletic department and report to the College Title IX / Section 504 Coordinator on all issues relating to these regulations from the Department of Education, Office of Civil Rights; and assist with investigations as appropriate.
- Oversees the coordination of college vehicles for athletic travel, insurance claim processing, concession procedures and athletic out-of-state travel.
- Supervises the Assistant Athletic Director and Athletic Success Coordinator.
- Develop and provide a variety of student services and programs such as student athletic recruitment and retention, academic tracking and athletic eligibility, health and safety.
- Perform other duties as assigned by Vice President of Institutional Planning and Effectiveness

Position Unit:

- ☒ Administration - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Professional Staff – Exempt
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T.
- ☐ Classified Staff - Part-Time, Non-Union

Created 06/09, revised 11/11, revised 01/2015

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Jeremy Joslin, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Associate Dean of Arts & Sciences ("Associate Dean of Arts & Sciences" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of Arts & Sciences of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Associate Dean of Arts & Sciences of the College and be employed as the Associate Dean of Arts & Sciences of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Arts & Sciences of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Arts & Sciences of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-Nine Thousand One Hundred and Eighty-one U.S. Dollars (\$79,181.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

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A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
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C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Jeremy Joslin
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

Morton College

Job Description

Job Title:	Associate Dean of Arts and Sciences
Range:	Administrator
Grant-Funded:	N/A
Reports to and Evaluated by:	Dean of Arts & Sciences
Required Qualifications:	Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.
Desirable Qualifications:	Master's degree in higher education administration or an academic discipline related to one of the academic disciplines represented in the division. Relevant administrative and teaching experience at the college level. Familiarity with best practices in course scheduling, curriculum development, faculty development, faculty evaluation, union contract implementation, program and institutional accreditation, assessment, budget management, and online program management. Familiarity with personal computers, academic databases, teaching technologies, and office productivity software. The ability to pay attention to detail while executing multiple, time-sensitive projects. Excellent written and interpersonal communication skills. A knowledge of best practices in areas related to student success and the national degree completion agenda. Ability to demonstrate Morton College's core values of compassion, fairness, respect, responsibility, tolerance, and truth.
Job Summary:	Under the supervision of the division dean, the Associate Dean of Arts and Sciences will help division faculty members to implement Morton College's strategic goals. The Associate Dean of Arts and Sciences will provide administrative support for assessment, accreditation, curriculum development, course scheduling, articulation and transfer processes, union contract implementation, student complaint resolution, budget management, adjunct faculty recruitment, adjunct faculty development, and adjunct faculty evaluation. The Associate Dean of Arts and Sciences will help the Dean to implement initiatives related to student success, online program education, educational technology education, diversity, grant writing, and sustainability. The Associate Dean will represent the Dean to varied internal and external constituencies.
Essential Job Functions	<ul style="list-style-type: none">• To aid the dean and the division department chairs in the creation of an academic course schedule that supports student success

- Under the supervision of the Dean of Arts and Sciences, to collaborate with the academic deans and faculty to create and maintain an online educational program that meets accreditation standards and adheres to the industry's best practices
- To aid the dean, department chairs, curriculum committee, full-time faculty, and other relevant college actors, to maintain an efficient process for implementing curriculum revisions.
- To maintain a robust adjunct faculty development, observation, and evaluation plan for the division.
- To aid the Dean of Arts and Sciences in supporting the Teaching and Learning Center's varied initiatives.
- To aid the Dean in program review, assessment, and accreditation processes.
- Under the supervision of the Dean, to resolve student complaints and grade appeals.
- To support the implementation of student success initiatives, including expanded tutoring and student success course programming.
- To keep the College's in good standing with the Illinois Articulation Initiative and other relevant state initiatives.
- To assist the dean and faculty with articulation and transfer issues.
- To assist the Dean with budget preparation and daily monitoring of requests for expenditures.
- To assist the Dean is interviewing adjunct instructors to teach courses
- Assist the Dean with implementing the guidelines and process involved with college grants.

Other Duties:

- To train faculty in the use of Curriconet, the College's curriculum software.
- To use the Human Resource Department software to recruit and hire adjunct faculty.
- To maintain the webpages for the academic division and coordinate the division's other relevant marketing and/or outreach activities.

Work Environment:

- Work is generally performed within an office environment, with standard office equipment available

Physical Demands:

- Must be able to sit or stand for long periods of time and work.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T.
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ **Date**_____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Jeri Machino, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Deskside Services ("Director of Deskside Services" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Deskside Services of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Deskside Services of the College and be employed as the Director of Deskside Services of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Deskside Services of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Deskside Services of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred and One Thousand Four Hundred and Forty-nine U.S. Dollars (\$101,449.00) for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Jeri Machino

[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or

otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields
President, Morton College

Date

Jeri Machino
Employee

Date

Morton College

Job Description

Job Title: Director of Deskside Services

**Reports to
and Evaluated
by:** Provost

**Required
Qualifications:** Five plus (5 +) years of experience with functional and technical aspects of IT support services and related solutions. An advanced degree is preferred, but compatible experience is acceptable. Knowledge of functions and operations of the MIS department including network access and security, ERP, help desk, user support, data storage, backup and disaster recovery, inventory management, and budgeting. Demonstrate strong programming and data base skill set. Work experience in customer service in relation to IT is needed. Must be able to work flexible hours including evenings and weekends as needed.

**Desirable
Qualifications:** Strong leadership skills, superior interpersonal skills, a strong technical base of hardware and software with emphasis on MS Windows, Active Directory, Windows Server, Datatel, Cisco, and HP hardware, web-based technology, plus demonstrated management skills. Work experience including training and leading successful projects. Experience in upgrading software, and maintenance of operating systems and customer service. Be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.

Job Summary: The Director of Deskside Services primary responsibility is to oversee the streamlined operation of the IT services area for the College. The Director will ensure that operations align with the business and academic objectives of the organization, specifically in the area of desktop computing and technology in classrooms. The Director will be responsible for attaining service level agreements for the user community within the organization.

**Specific Job
Duties:**

- Lead the day-to-day function of College's IT functions to include, but not limited to: email administration, digital learning technologies, data center, network infrastructure, telecommunications, security, training, procurement,

computer labs, classroom technologies, wireless networks, desktop, helpdesk, duplication and multimedia services.

- Supervise, direct and set priorities for desktop support; and monitor maintenance, upgrades, replacements, training and support for classrooms, public and lab computers, and faculty and staff workstations.
- Research and recommend new technology that will improve services for students, faculty and staff.
- Lead IT efforts and training sessions for the Morton's community and cooperate with other Morton divisions to develop, promote and provide technology instruction.
- Act as a consultant to Morton's community, advising and recommending hardware and software purchases in support of all aspects of teaching and research.
- Oversee upgrades and information technology deployments throughout the College.
- Work with College staff to place media equipment for special events at the college.
- Other duties as assigned.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Approved 10-01-13

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Keith McLaughlin, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Vice President of Institutional Effectiveness and Planning ("Vice President of Institutional Effectiveness and Planning" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Vice President of Institutional Effectiveness and Planning of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Vice President of Institutional Effectiveness and Planning of the College and be employed as the Vice President of Institutional Effectiveness and Planning of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Vice President of Institutional Effectiveness and Planning of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Vice President of Institutional Effectiveness and Planning of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of

interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred and Twenty-one Thousand and Fifty U.S. Dollars (\$121,050.00) for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination

of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College

shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;

- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the

event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Keith McLaughlin
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No

waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields	Date
President, Morton College	

Keith McLaughlin	Date
Employee	

Morton College

Job Description

Job Title:	Vice President of Institutional Planning and Effectiveness
Reports to:	College President
Required Qualifications:	An earned doctorate from an accredited institution or a Master's Degree. Candidate must have substantial academic administrative and planning experience in higher education with progressively responsible leadership roles; demonstrated expertise in current principles and procedures of higher education strategic planning, assessment, and data analysis; a minimum of five years of strategic planning and assessment experience; and ability to work as a team member on the president's administrative staff.
Desired Qualifications:	Diverse cultural experience preferred. Candidates should have a vision of and dedication to the philosophy and mission of the comprehensive community college and should have planning experience as an assistant vice president or dean. Other desirable characteristics include: evaluation and assessment of programs and academic disciplines including adult education programs; experience in the orientation and review of both full-time and adjunct faculty; knowledge of regional accreditation standards, including specialized accreditation, certification and licensure requirements; an understanding of and commitment to faculty, staff, and student diversity; experience in a union environment; ability to administer grants and budgets; excellent interpersonal and communication skills. Candidate will be expected to adhere to the Morton College core values of truthfulness, compassion, fairness, responsibility, respect, and tolerance.
Job Summary:	The Vice President of Institutional Advancement will be responsible for the development, implementation and evaluation of a broad range of processes related to strategic planning, analysis and/or evaluation of the institution's effectiveness. The position provides support to the College President in furthering the goals of the College. The Vice President will work with College administrators, faculty and staff to support and guide management's strategic planning activities throughout the campus.
Specific Job Duties:	<ul style="list-style-type: none">• Provides leadership and coordination of college-wide strategic planning initiatives• Serves as a member of and coordinates the operational activities of the Strategic Planning Committee• Works with College units to establish goals, objectives and indicators of success in specific outcomes that are consistent with institutional goals• Oversees college-wide professional development training activities associated with strategic planning

- Collaborates with the Vice President of Academic and Student Development and the Vice President of Administration to ensure that the College meets the Higher Learning Commission (HLC) accreditation standards and guidelines in all areas of institutional planning, assessment and resource allocation
- Provides support to the academic and administrative divisions to ensure that operating, capital, and technology budget requests are linked to the strategic planning process
- Oversees the maintenance of the planning area on the College's website to ensure that both internal and external constituencies are kept informed of Strategic Planning processes and outcomes
- Develops and distributes performance outcomes reports and detailed annual reports on the progress of planning and assessment efforts at the College
- Ensures that periodic, quarterly, and end-of-year reports are communicated and widely disseminated
- Performs other duties as assigned by the President

Position Unit:

- ☒ Administration - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Professional Staff - Exempt
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Hector Munoz, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Associate Dean of Instruction ("Associate Dean of Instruction" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of Instruction of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Associate Dean of Instruction of the College and be employed as the Associate Dean of Instruction of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Instruction of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Instruction of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-Two Thousand Six Hundred and Fifty-three U.S. Dollars (\$82,653.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Hector Munoz
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

Morton College

Job Description

Job Title:	Associate Dean of Instruction
Reports to and Evaluated by:	Dean of CTE/Dean of Arts & Sciences
Required Qualifications:	Master's degree in an academic discipline. Teaching experience at a diverse college. College-level administrative experience in curriculum development, evaluation, and review for transfer disciplines and career programs; personnel administration and evaluation; and academic assessment beyond the classroom. Experience working with union contracts. Familiarity with personal computers and office productivity software. A professional history that demonstrates motivation and the ability to execute time-sensitive projects. A proven track record in teamwork, assessing progress, and attention to detail. Excellent written and interpersonal communication skills.
Desirable Qualifications:	Doctoral degree. Bilingual in English and Spanish. Illinois community college administrative experience. Understanding of how technology can be utilized in a teaching and learning environment. A working knowledge of budget development and administration. Accreditation experience. Customer service oriented. Be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility and respect.
Job Summary:	The Associate Dean of Instruction will focus on the day-to-day operations of supporting students and faculty to improve student success. In addition to assisting in the achievement of the goals of the Dean's office, the Associate Dean of Instruction will interface with other campus areas to achieve the College's mission and goals. The Associate Dean of Instruction will provide administrative support for scheduling, staffing, curriculum development, academic technology and course articulation as well as academic assessment, planning, budgeting and accreditation. The Associate Dean of Instruction will think critically, facilitate progress where needed, and assist the faculty and the Deans in providing seamless

programming for students in developmental through college-level instruction.

Specific Job Duties:

1. To assist the deans in managing all aspects of the division including various tasks through evaluation, workload, planning and development.
2. To collaborate with the areas of the college to ensure seamless programming for students.
3. To assist the deans to identify urgent issues, appropriate goals, and craft and pursue methods to those ends.
4. To assist the deans and faculty in articulation issues.
5. To assist the faculty and deans in revising and developing new curriculum.
6. To assist in the implementation of the Curricunet process.
7. To assist in the improvement of instruction including college wide academic assessment.
8. To assist the Deans with budget preparation and daily monitoring of requests for expenditures.
9. To assist the Deans is interviewing adjunct instructors to teach courses.
10. To assist the Deans and faculty in developing the course schedule.
11. To interface with Student Affairs to continually improve processes.
12. Work with local High School faculty and administrators to assist with monitoring and assessing the curriculum in the Dual Credit program.
13. Assist the Deans with implementing the guidelines and process involved with college grants. Grants include Perkins, Student Success, McNeal, Chicago Trust as well as proposals that will be developed.

Position Unit: ☒ Administration
☐ Faculty; Local 1600, A.F.T.

- ☐ Classified Staff - Excluded
- ☐ Classified Staff; Local 1600 A.F.T.
- ☐ Classified Staff; Campus Safety, Local 73 SEIU, AFL-CIO
- ☐ Classified Staff; Service Employees, Local 73 SEIU, AFL-CIO

Approved 06/15/11

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Anna Nakashima, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Assistant Dean of Adult Education, Community Programming/Outreach ("Assistant Dean of Adult Education, Community Programming/Outreach" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Assistant Dean of Adult Education, Community Programming/Outreach of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Assistant Dean of Adult Education, Community Programming/Outreach of the College and be employed as the Assistant Dean of Adult Education, Community Programming/Outreach of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Assistant Dean of Adult Education, Community Programming/Outreach of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Assistant Dean of Adult Education, Community Programming/Outreach of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the

Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Sixty-nine Thousand Eight Hundred and Thirty-five U.S. Dollars (\$69,835.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred

and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

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EMPLOYER		EMPLOYEE	
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Family PPO	64%	Family PPO	36%

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- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated

if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or

- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death,

which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel
 Del Galdo Law Group, LLC
 1441 South Harlem Ave.
 Berwyn, IL 60402.

If to Employee: Anna Nakashima

[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields Date
President, Morton College

Anna Nakashima Date
Employee

Morton College

Job Description

Job Title:	Assistant Dean of Adult Education, Community Programming & Outreach
Reports to and Evaluated by:	Dean, Adult Education, Community Programming & Outreach
Required Qualifications:	Master's degree in Adult Education, TESOL, Linguistics, Curriculum and Instruction, Education, English, Marketing or related field. Bilingual Spanish/English, both oral and written required. 5 years' teaching experience. Prior experience working in a post-secondary educational setting. Knowledge of grant funded programming including proposal submission and budget preparation. Understanding and knowledge of multi-cultural educational and employment settings. Must be very well organized, self-motivated and able to think and work independently. Must be able to multi-task and work with deadlines. Must be able to interact with people at all college levels, both interdepartmental and students. Be able to demonstrate Morton College core values of truth, compassion, fairness, responsibility and respect.
Desirable Qualifications:	Prior experience in educational administration, especially Adult Basic Education, continuing education and community programming. Excellent verbal, analytical, organizational and planning skills. Familiarity with budgets and public relations experience. Ability to interact well with students, faculty, staff and community residents.
Job Summary:	Responsible for the day to day supervision of Adult Education, Community Programming & Outreach Staff. Recruit, hire, assign, and evaluate Adult Education & Family Literacy (AEFL) faculty including site supervisors. In coordination with the Adult Education Instructional Program Associate, select and manage Continuing Education & Community Service faculty. Through active outreach engagement, plan, develop, and implement all types of classes, events, and programming for the Adult Education, Community Programming and Outreach unit based on College, community and enrollment needs. Responsibilities and duties of the Assistant Dean of Adult Education, Community Programming and Outreach are under the supervision of the Dean of Adult Education, Community Programming & Outreach, and may change according to the needs of the College.
Specific Job Duties:	<ul style="list-style-type: none">• Supervision of Adult Education, Community Programming & Outreach staff• Interview and recommend for hire, new instructors and site coordinators• Supervise site coordinators and adjunct faculty

- Recruit, and evaluate new and existing program instructors
- Search for course sites and laboratories
- Develop new area partner initiatives and take an active role in the Area Planning Council
- Serve as Adult Education, Community Programming and Outreach liaison for school districts, community based agencies and students including maintaining updated annual site contracts
- Coordinate curriculum development
- Research and develop new instructional programming based on College, community and enrollment needs
- Development and coordination of instructional technology
- Assist with resource development for all instructional and outreach areas
- Plan, develop, and provide direct supervision to Adult Education Instructional Program Associate for all instructional programs in the Adult Education, Community Programming and Outreach unit including current Adult Education, Children's and Senior programming
- Responsible for final administrative approval for instructional assignments, schedules, and enrollment initiatives
- Develop marketing tools and strategies for all Unit instructional programming
- Assist with grant required record keeping and reports
- Assist with financial budgeting and monitoring
- Assist in the development of unit class schedules
- Assist with Unit registration as needed
- Perform other job related duties as assigned by supervisor

Position Unit:

<input checked="" type="checkbox"/>	Administration - Exempt
<input type="checkbox"/>	Professional Staff - Exempt
<input type="checkbox"/>	Faculty, Local 1600, A.F.T.
<input type="checkbox"/>	Classified Staff - Excluded
<input type="checkbox"/>	Classified Staff, Local 1600, A.F.T.
<input type="checkbox"/>	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Service Employees, Local 73, SEIU
<input type="checkbox"/>	Classified Staff - Part-Time, Local 1600, A.F.T
<input type="checkbox"/>	Classified Staff - Part-Time, Non-Union

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Tom Pierce, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Dean of Adult & Continuing Education ("Dean of Adult & Continuing Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Dean of Adult & Continuing Education of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Dean of Adult & Continuing Education of the College and be employed as the Dean of Adult & Continuing Education of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Adult & Continuing Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Adult & Continuing Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole

discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Ninety-Two Thousand Seven Hundred U.S. Dollars (\$92,700.00) for Fiscal Year 2016–2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during

any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the

Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Tom Pierce
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of this day of , 2016.

Executed:

Stan Fields
President, Morton College

Date

Tom Pierce	Date
Employee	

Morton College

Job Description

Job Title:	Dean of Adult and Community Education
Range:	Administrator
Grant-Funded:	N/A
Reports to and Evaluated by:	Provost
Required Qualifications:	Master's degree in education, education administration, adult education or a related field from an accredited institution. Five years community college instructional administration required in a line position. Experience in budget, supervision, grant management, and educational planning at a community college required. Must be able to communicate at all College levels, both interdepartmental and students. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.
Desirable Qualifications:	Background in the use of technology and multimedia instruction in teaching and learning environments. Ability to acquire and administer external funding for support of programs in the Unit.
Job Summary:	Monitor, develop and implement ABE/ESL/GED, bilingual and community programming for adult students. Orientation and supervision of Unit adjunct faculty and Unit staff. Coordinate with Adult Education Grants Programs Associate, Unit grant budgets, proposals and reports.
Specific Job Duties:	<ul style="list-style-type: none"> • Provide leadership for planning, implementing, evaluating and coordinating the educational programs of Adult and Community Education. • Supervise and assist faculty in all aspects of the Unit including daily tasks and long-range planning • Monitor and assist with Unit curriculum development • Assist with budget preparation and monitoring of daily Unit grant expenditures • Hire, supervise, and evaluate Unit staff and faculty • Assist with Unit staff and faculty orientations • Create and monitor Unit policies and procedures manual • Develop new instructional programming based on community and College population needs • Coordinate Unit student disciplinary policy including academic honesty, and inappropriate behavior components • Collaborate with appropriate College divisions including Student Services and Office of Admissions and Records on joint projects or services • Develop community instructional and service partnerships • Perform other job related duties as assigned by the Provost.

**Work
Environment:**

Office Environment; Generally 8:00 a.m. until 4:30 p.m.; Some nights and weekends required; Summer hours generally 7:45 a.m. until 4:30 p.m. with Fridays off.

**Physical
Demands:**

Must be able to sit at a desk for long periods of time, doing computer work as required. Walking across campus for workshops and other special events is necessary, carrying materials weighing up to 30 pounds.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ **Date**_____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and John Potempa an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Facilities & Operations ("Director of Facilities & Operations" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Facilities & Operations of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Facilities & Operations of the College and be employed as the Director of Facilities & Operations of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Facilities & Operations of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Facilities & Operations of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred and Eight Thousand Eight Hundred and Fifty U.S. Dollars (\$108,850.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: John Potempa

[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

Morton College

Job Description

Job Title:	Director of Facilities & Operations
Reports to and Evaluated by:	Executive Director of Campus Safety/Inspector General
Required Qualifications:	Associate's degree or equivalent educational coursework focusing on management, building technologies, engineering, or a related field. Knowledge of state and federal environmental laws, budget development and management, and conflict resolution. Must demonstrate good managerial, communication, and computational skills. Knowledge of HVAC, electrical, and plumbing systems. Thorough understanding of energy control and conservation problems and solutions. Ability to effectively supervise union and non-union employees in a physical plant setting. Knowledge of basic engineering and architectural concepts. Must display and even temperament, reliability, calmness in critical situations, and good interpersonal skills. Three years of job-related experience.
Desirable Qualifications:	Bachelor's degree and physical plant management experience in a college environment. Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.
Job Summary:	To supervise the grounds, custodial and maintenance staffs; prepare and administer physical plant budgets; plan and organize projects to maintain and repair the physical plant and its furnishings; complete various sections of RAMP and submit reports to ICCB and other state agencies; and work with engineering, architectural, and other technical consultants as required.
Specific Job Duties:	<ul style="list-style-type: none">• Supervise maintenance, custodial, and grounds staffs.• Prepare annual budget for operations and maintenance.• Work with architects and engineers for construction, remodeling and on special projects as needed.• Complete all facilities related ICCB, CDB, and other state and local reports and forms.• Participate with appropriate staff in union negotiations.

- Complete performance evaluations for appropriate physical plant employees.
- Coordinate the use of the facilities with outside groups.
- Interact extensively with vendors and contractors for the continuous operation of the facilities.
- Respond to inquiries in a courteous and timely manner.

Position Unit:

☒ Administration

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Anthony Ray, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Executive Director of Human Resources/Ombudsman ("Executive Director of Human Resources/Ombudsman" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Director of Human Resources/Ombudsman of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Executive Director of Human Resources/Ombudsman of the College and be employed as the Executive Director of Human Resources/Ombudsman of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Director of Human Resources/Ombudsman of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Director of Human Resources/Ombudsman of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or

potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred Twenty-three Thousand U.S. Dollars (\$123,000.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion

of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own “communication devices” (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any “communication devices.”

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee’s employment for Disability by giving the other Party fifteen (15) calendar days’ written notice. For purposes of this Agreement, “Disability” shall mean Employee’s inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee’s termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee’s employment at any time for Cause. For purposes of this Agreement, “Cause” means any of the following, as determined by a majority vote of the Board:

- (A) Employee’s conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to

Employee's obligations to the College or otherwise relating to the business of the College;

- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return

receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Anthony Ray
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields President, Morton College	Date
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Anthony Ray Employee	Date
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Morton College

Job Description

Job Title:	Executive Director of Human Resources/Ombudsman
Range:	Administrator
Grant-Funded:	NA
Reports to and Evaluated by:	President of the College
Required Qualifications:	<p>Bachelor's degree in human resources, industrial relations, business administration or a related field, ten (10) years of combined HR and management experience; or equivalent combination of education and experience sufficient to successfully perform the essential tasks of the job. Certified Professional in Human Resources (PHR). Experience with Labor Relations and the ability to negotiate and administer Collective Bargaining Agreements (CBAs). Demonstrated knowledge of employment law, compensation strategy, staffing practices, and benefit administration. Good oral and written skills. Experience handling matters of a confidential nature. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.</p>
Desirable Qualifications:	<p>Master's degree in HR Management, MBA, or a related field and ten (10) years HR experience and five (5) years business management experience. Certified Senior Professional in Human Resources (SPHR). Strong leadership qualities and demonstrated experience leading an HR team. Experience negotiating union contracts and resolving union related issues. Experience in the Illinois higher education system. Knowledge of the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and Title IX. Ability to use Human Resources Information Systems (HRIS) such as Ellucian and PeopleAdmin. Working knowledge of all HR topics. Membership in a professional development group and evidence of continued professional development. Be well-organized, detail-oriented, self-motivated and be able to work independently with little or no supervision. Demonstrate good judgment and the ability to work well with others in a multicultural environment.</p>
Job Summary:	<p>Lead the HR department and be a subject matter expert on all HR related topics. Serve as a strategic HR business partner for the College. Function as a Cabinet member and advisor to the President of Morton College. Create and execute strategic planning for various HR topics and projects. Provide Ombuds services to address concerns of</p>

currently enrolled students. The position will work collaboratively with the all departments to ensure consistency of services across the campus. Assume other duties as assigned by the President.

Specific Job Duties:

Employee/Labor Relations

- Administer, interpret, and enforce the CBAs for all union groups.
- Serve as the primary point of contact for all Union and employee related issues.
- Lead the negotiation team in all collective bargaining.
- Conduct sensitive investigations into National Labor Relations Board (NLRB) matters. Respond to all NLRB charges in a timely manner.
- Write, approve, and/or review all workplace policies, procedures, and rules with the Administration.

Employment Law

- Serve as the Title IX Coordinator for Morton College.
- Coordinate Title IX and investigate Equal Employment Opportunity Commission (EEOC) issues in a confidential and expedient manner.
- Enforce Federal, State, and local laws, as well as Morton College Board policies.
- Create Affirmative Action Plans and generate EEOC reports.
- Serve as the Chief Diversity Officer for Morton College.

Workforce Planning

- Create and execute strategic plans to attract, maintain, and retain top talent.
- Develop a recruiting approach to fill openings within an acceptable time frame.
- Use HRIS to monitor position management throughout the College.
- Generate reports related to all aspects of staffing.
- Maintain the Morton College performance management system.
- Create, monitor, and maintain all job descriptions for every position at Morton College.
- Insure that Employee records are being maintained according to existing laws and policies.

Compensation and Benefits

- Create and maintain a Total Rewards strategy for Morton College.
- Conduct annual salary surveys and benefit needs analysis to insure alignment with Morton College Total Rewards philosophy.
- Monitor and maintain employee benefit programs and ensure compliance with legislation and policy.
- Review all Employee Benefit programs and make recommendations for changes or retention annually.

Training and Development

- Review and approve all professional development funds for eligible employees.
- Produce development programs for employee groups.
- Conduct training sessions on HR topics for all employee groups.
- Maintain records of all employee education and training as it occurs.

Business Management

- Assume fiduciary responsibility for the HR budget and all line items related to HR issues.
- Assist with the strategic planning for the organization.
- Ensure that the organization operates in an ethical and lawful manner.
- Reduce risk and exposure to the College by assisting the Board Attorney.
- Conduct periodic HR Audits to monitor compliance.

Ombudsman Services

- Conduct confidential investigations into any matter involving students and/or their conduct.
- Receive and resolve student matters. Conduct appeals in accordance with the prescribed timeline.
- Form hearing panels and guide student conduct hearings.
- Coordinate with all departments to ensure the process is fair and impartial.
- Ensure the Student Code of Conduct is followed.

Work Environment:

Typical office environment

Physical Demands:

Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Derek Shouba, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Dean of Arts & Sciences ("Dean of Arts & Sciences" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Dean of Arts & Sciences of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Dean of Arts & Sciences of the College and be employed as the Dean of Arts & Sciences of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Arts & Sciences of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Arts & Sciences of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred and Six Thousand Five Hundred and Ninety-three U.S. Dollars (\$106,593.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses

for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the

death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by

Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment,

tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel
 Del Galdo Law Group, LLC
 1441 South Harlem Ave.
 Berwyn, IL 60402.

If to Employee: Derek Shouba
 [REDACTED]
 [REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In

the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

Morton College

Job Description

Job Title: Dean of Arts and Sciences

**Reports to and
Evaluated by:** Provost

**Required
Qualifications:** Earned master's degree in a discipline within the Arts & Sciences area and a minimum of two years of college-level teaching experience. A minimum of two years of college-level administrative experience including academic program management, administration and budgeting. Experience in the leadership of college faculty. Attention to detail and ability to execute time-sensitive projects. Computer proficiency. Be able to demonstrate the Morton College Core Values of compassion, fairness, respect, responsibility, tolerance, and truth.

**Desirable
Qualifications:** Earned doctoral degree. Illinois community college administrative experience. Experience in: the regional accreditation process; college-wide assessment initiatives; union contract administration. Experience in dealing with student issues relevant to academic functions. Excellent written and oral communication. Experience in developing dual-credit partnerships with area high schools. Familiarity with the application of multimedia technologies to the teaching and learning process and on-line instruction. Experience working with diverse student populations.

Job Summary: The Dean of Arts and Sciences provides leadership, and manages the day-to-day operations in developmental- and transfer-level areas. Responsibilities include: course scheduling; full-time and adjunct staffing; faculty evaluation; curriculum development; course articulation; program planning; budgeting; assessment; and resolving student complaints. Collaborates with other departments to support student learning.

Specific Job Duties:

- Administer the developmental and general education instructional programs of the College
- Provide administrative oversight for the Individual Learning Center (ILC), Library, and Hawthorne Works Museum
- Implement a course scheduling process that maximizes utilization of classroom space and ensures best use of staffing models while meeting the needs of students
- Supervise and coordinate Chairs within the Arts & Sciences
- Recommend employment, supervise, and evaluate full- and part-time faculty in general education areas, working with Chairs as appropriate
- Resolve student complaints, issues of academic honesty, and code of conduct violations

- Oversight of program and curriculum development within the Arts & Sciences
- Provide administrative leadership in the assessment of general education outcomes
- Develop and maintain program budgets through daily monitoring of requests for expenditures and yearly reporting
- Serve as an administrative member of various College committees
- Participate in the achievement of the College's strategic initiatives and enrollment management plan
- Perform other duties as assigned by the Provost

Position Unit:

- ☒ Administration - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Professional Staff - Exempt
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Non-Union

Approved 1/2010

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Marisol Velazquez an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Student Activities ("Director of Student Activities" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Student Activities of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Student Activities of the College and be employed as the Director of Student Activities of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Student Activities of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Student Activities of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the

Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Sixty - seven Thousand Six Hundred and Sixty U.S. Dollars (\$67,660.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused

at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own “communication devices” (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any “communication devices.”

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee’s employment for Disability by giving the other Party fifteen (15) calendar days’ written notice. For purposes of this Agreement, “Disability” shall mean Employee’s inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee’s termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee’s employment at any time for Cause. For purposes of this Agreement, “Cause” means any of the following, as determined by a majority vote of the Board:

- (A) Employee’s conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to

Employee's obligations to the College or otherwise relating to the business of the College;

- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return

receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Marisol Velazquez
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields President, Morton College	Date
--	------

Marisol Velazquez Employee	Date
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Morton College

Job Description

Job Title: Director of Student Activities

Range: Administrator

Grant-Funded: N/A

**Reports to and
Evaluated by:** President of the College

**Required
Qualifications:** Bachelor's degree in liberal arts or college student personnel administration. Ability to provide leadership, exercise sound judgment, maintain an even disposition and demonstrate initiative and flexibility in administering all aspects of co-curricular activities, program development and event planning. Experience with development and presenting informational, motivational and leadership workshops and seminars. Ability to establish effective relationships with students, faculty, and staff in a multicultural environment. Must be able to work a flexible schedule and accompany student leaders on occasional trips off campus. Prior relevant leadership/advising experience. Excellent organizational, verbal and written communication skills. Ability to maintain confidentiality. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

**Desirable
Qualifications:** Master's degree. Bilingual in Spanish and English both written and oral. Prior supervisory experience in a community college setting. Experience coordinating cultural programming and organizing campus activities and/or intramural events. Experience in student success and career planning and placement programs. Detail oriented, self-directed, and creative. Aptitude with word processing and database systems. Valid Illinois driver's license.

Job Summary: Develop and implement cultural, educational, social, recreational and governance programs for students. Coordinate the activities of student clubs, student publications, intramurals, leadership

development programs, commencement, student government, and a campus activity board. Develop, implement and maintain governance, student leadership, and student success. Duties will have a focus on recruitment, retention, and transition and student success of all students while collaborating with any and all areas of the college, as appropriate.

Essential Job Functions:

- Develop and implement a program of cultural, educational, social, recreational and governance programs for students.
- Coordinate the activities of student clubs, student publications, intramurals, leadership development programs, commencement, student government and a campus activity board.
- Exercise major responsibilities in the selection, training, supervision and evaluation of full-time and part-time employees.
- Direct the daily operation of the Student Activities Office and Student Union.
- Develop and monitor the departmental and student association budgets, prepare and submit reports, and collaborate with other college departments as needed in the development of a comprehensive campus life program.
- Promote high standards of student conduct and ethical decision making.
- Work closely with student organizations to ensure programs are effective and reflect college policy.
- Attend student organization meetings, advise individual members, provide training and leadership development and assure compliance with college policy and procedures, including financial practices.
- Provide support and structure for student officer training and transition.
- Provide direction for faculty club advisors.
- Ensure proper funding of requests and spending of the student association budget.
- Coordinate staff development, research and assessment.
- Evaluate existing procedures and recommend revisions that enhance campus life, retention, transition, and placement.

- Coordinate the annual Commencement and student recognition.
- Assist in developing and managing services designed to increase student retention and transition rates.
- Track data, maintain records, and use assessment tools for reports.
- Coordinate the student volunteer program.
- Develop workshops and seminars on topics which promote personal growth and development including skills enhancement, college adjustment, educational planning.
- Maintain informational databases in the areas of student leadership and student success.
-

Other Duties:

- Perform other duties as assigned.
-

**Work
Environment:****Physical
Demands:****Position Unit:**

- ☐ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T.
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____Date____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Frances Wedge, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Physical Therapist Assistant Program ("Director of Physical Therapist Assistant Program" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Physical Therapist Assistant Program of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Physical Therapist Assistant Program of the College and be employed as the Director of Physical Therapist Assistant Program of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Physical Therapist Assistant Program of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Physical Therapist Assistant Program of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of

interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-nine Thousand Six Hundred and Forty-six U.S. Dollars (\$89,646.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination

of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College

shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Frances Wedge
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields
President, Morton College

Date

Frances Wedge
Employee

Date

Morton College

Job Description

Job Title:	Director - Physical Therapist Assistant Program
Reports To and Evaluated by:	Dean of Career and Technical Education
Required Qualifications:	<p>The successful candidate will possess at minimum a Master's degree; licensure as a physical therapist or physical therapist assistant in the State of Illinois (or licensure eligible). The candidate will have a minimum of five years of clinical experience beyond entry-level. The candidate will have a minimum of two years of didactic and/or clinical teaching and experience in administration. The candidate will have excellent analytical, interpersonal, oral and written communications skills, as well as basic computer literacy.</p>
Desirable Qualifications:	<p>Entry-level MPT, entry-level DPT, post-graduate advanced degree work in PT or a related field of study, and/or clinical specialist certification. Academic preparation and teaching experience in all levels of PT clinical practice and education. Experience working with culturally diverse students. Ability to use computer assisted technology to enhance teaching and learning. Skill to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect. Bilingual skills.</p>
Job Summary:	<p>The Director will direct educational activities of the Physical Therapist Assistant program including, but not limited to planning, implementing and assessing the approved curriculum and student outcomes, and teaching designated PTA Program courses to a diverse student population. It is the responsibility of the Director to ensure that CAPTE is notified of expected or unexpected program changes and to ensure appropriate submission of required fees and documentation. The individual will evaluate, develop and assign academic faculty. The Director will manage the daily activities of the program and resources needed to support the program, working with the institution on budget for operational and capital expenditure; participate on faculty committees; and perform other duties related to teaching and learning at a community college. The Director must stay abreast of ongoing developments, trends, and issues in instruction in the community college environment.</p>

**Specific
Job Duties:**

- Provide leadership in developing the PTA program and ensure that program content remains current with practice and CAPTE requirements
- Assess need for faculty and participate in recruitment and hiring based on needs of curriculum
- Evaluate and mentor program faculty
- Provide guidance to program faculty to ensure program effectiveness
- Promote career planning and development of program faculty
- Involve program faculty in decision making
- Facilitate faculty training for tech podium, other AV equipment and on WebCT
- Train faculty on grading standards and other requirements of course content consistent with PTA program guidelines
- Communicate on a regular basis with all program faculty
- Coordinate meetings and activities of the PTA program advisory committee - minimum of two per year
- Ensure compliance with college, state and national guidelines
- Develop communication network with other PT and PTA educators throughout the state/nation
- Maintain close communication with ACCE to ensure clinical education sites are meeting the needs of the PTA program and students
- Coordinate the preparation and annual review of syllabi for PTA program courses
- Review and assess PTA program curriculum, submit changes for review
- Collaborate with faculty on course content
- Schedule courses and room assignments
- Textbook and teaching resource review, selection and ordering
- Keep current with CAPTE, APTA and state guidelines for knowledge and skills requirements of the PTA and ensure curriculum is revised accordingly
- Program marketing
- Assist with student recruitment - respond to all inquiries to the PTA program, coordinate application process, conduct applicant interviews, review applicant materials to ensure all program requirements are met
- Work with admissions and financial aid to secure financial support for students as needed
- Organize and coordinate new student orientation prior to fall classes
- Maintain student records
- Address student problems/complaints
- Participate in academic/individual student counseling and advising
- Coordinate PTA student degree plan preparation
- Serve as advisor for PTA club - meets once a month

- Create, interpret and enforce PTA program policies/handbooks
 - Ensure students have CPR certification and HIPPA training prior to clinical education
 - Prepare students for state licensure and NPTE
 - Maintain program compliance with accreditation criteria
 - Maintain records for Annual Accreditation Report
 - Maintain policies and procedures and assessment data on students and faculty in compliance with CAPTE and facility guidelines
-
- Maintain communication with CAPTE and notify of substantive program changes
 - Assist in department budget preparation
 - Responsible for ensuring fees are paid to relevant accrediting bodies and organizations, including but not limited to CAPTE and FSBPT
 - ICCB program review
 - Assist in development and evaluation of long and short term program objectives
 - Recommend catalogue revision as indicated
 - Plan and conduct department meetings
 - Participate in college committees as indicated
 - Submit class schedules developed in conjunction with PTA faculty
 - Maintain effective communication with college administration - including timely notification of sensitive issues
 - Cooperate with public information and publication personnel in the development of PTA recruitment and promotional material and newsworthy community information
 - Establish and maintain an effective liaison with relevant industries, professional groups and associations
 - Program assessment to include, but not limited to:
 - Coordinate data gathering on program and student performance, interpret and analyze program data to identify areas of deficiency/success
 - Coordinate graduate and employer surveys, interpret and analyze data to identify achievement of performance objectives
 - Interpret and analyze course data from students to identify achievement of performance objectives
 - Maintain relationships with alumni, advisory board members, faculty at other PT/PTA institutions in Illinois, clinical education sites
 - Maintain oversight of operations within PTA program
 - Coordinate equipment calibration, maintenance, repair and new purchase

- Coordinate the maintenance of a safe and effective physical environment conducive to the needs of learning and PTA instruction
- Coordinate the review and development of PTA program policies and procedures
- Maintain personal professional development
- Assist with laundry/equipment/plant maintenance

Position Unit:

- ☒ Administration - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Non-Union

Approved 03/25/09

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Marlena Avalos-Thompson an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Registrar ("Registrar" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Registrar of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Registrar of the College and be employed as the Registrar of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Registrar of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Registrar of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-seven Thousand Nine Hundred and Ninety-eight U.S. Dollars (\$77,998.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
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B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Marlena Avalos-Thompson
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

Morton College

Job Description

Job Title:	Registrar
Reports to and Evaluated by:	Vice President
Job Summary:	Responsible for supervising and managing all aspects of Registrar services including academic records management; coordination of information technologies that impact a student's admission, registration, academic support, semester course schedule data entry and registration; enrollment reporting; and the supervision of all Admission and Records Office. .
Required Qualifications:	Bachelor's Degree; three to five years of experience in registration and student academic records management in a college or university setting; experience in personnel management; understanding and use of computerized student information systems; strong knowledge of FERPA guidelines and other federal and state record regulations. Have the ability to work a flexible schedule.
Desirable Qualifications:	Ability to interact well with students, faculty, and staff; be a detail-oriented self-starter; demonstrate patience and understanding; cultivate a strong team environment; and have knowledge of web-based registration systems. Must possess excellent leadership, interpersonal, organizational, and analytical skills. Be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility and respect.
Specific Job Duties:	<ul style="list-style-type: none">• Direct the Admissions, Registration and Student Records functions.• Supervise the daily activities and work schedules of the Admissions and Records Office Staff.• Supervise and instruct support staff on methods and procedures regarding registration, record maintenance, enrollment verification, transcript production, course schedule production, and FERPA compliance.• Plan registration schedules and organizing registration procedures in conjunction with Morton College procedures• In conjunction with MIS, investigate, research and implement new technologies or processes which benefit students and staff,

including the computerized student information system, the touchtone and on-line registration systems; distance learning courses and programs; degree-audit systems; transcript production; enrollment verification; etc.

- Produce statistical reports concerning student records, registration totals and enrollment requested by administration.
- Supervise and prepare necessary data work orders for course registration activities; student purges for non-payment; academic record maintenance, including disposal and microfilming; midterm attendance; final grade processing and grade report mailing.
- Assist in the production of the annual college catalog and the fall, spring and summer class schedules.
- Supervise input of all course information into the computer database for production of the fall, spring and summer class schedules.
- Assist in the auditing process of student records by internal and external agencies.
- Inform faculty, academic advisors, counselors and other individuals and offices of procedures or changes as they relate to the Records Office.
- Serve as a member of departmental and institutional committees as needed.
- Perform related duties as assigned.

Position Unit:	<input checked="" type="checkbox"/> Administration - Exempt <input type="checkbox"/> Faculty, Local 1600, A.F.T. <input type="checkbox"/> Faculty-Adjunct, IEA-NEA <input type="checkbox"/> Professional Staff - Exempt <input type="checkbox"/> Professional Staff, Part-Time - Exempt <input type="checkbox"/> Classified Staff - Excluded <input type="checkbox"/> Classified Staff, Local 1600, A.F.T. <input type="checkbox"/> Classified Staff - Campus Safety, Local 73, SEIU, <input type="checkbox"/> Classified Staff - Service Employees, Local 73, <input type="checkbox"/> Classified Staff - Part-Time, Local 1600, A.F.T. <input type="checkbox"/> Classified Staff - Part-Time, Non-Union
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**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Frank Marzullo an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E I H:

WHEREAS, Employee desires to serve as the Executive Director of Operations ("Executive Director of Operations" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Director of Operations of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Executive Director of Operations of the College and be employed as the Executive Director of Operations of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Director of Operations of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Director of Operations of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of One Hundred Eighteen Thousand and Eight Hundred and ten U.S. Dollars (\$118,810.00) for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own “communication devices” (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any “communication devices.”

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee’s employment for Disability by giving the other Party fifteen (15) calendar days’ written notice. For purposes of this Agreement, “Disability” shall mean Employee’s inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee’s termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee’s employment at any time for Cause. For purposes of this Agreement, “Cause” means any of the following, as determined by a majority vote of the Board:
- (A) Employee’s conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee’s obligations to the College or otherwise relating to the business of the College;
 - (C) Employee’s fraud or dishonesty in connection with Employee’s performance of duties, which has a materially detrimental effect on the College;

- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Frank Marzullo


9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or

otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields
President, Morton College

Date

Frank Marzullo
Employee

Date

Morton College

Job Description

Job Title:	Executive Director of Operations
Range:	Administrator
Grant-Funded:	NA
Reports to and Evaluated by:	President of the College
Required Qualifications:	Bachelor's degree in public administration, political science, business management or a closely related field from an accredited college or university. 5 years of experience as an Operations Manager, Assistant Operations Manager and/or other executive experience; or an equivalent combination of education and experience. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.
Desirable Qualifications:	Master's Degree in Public Administration. Extensive senior level experience as a City/County Manager/Administrator, Assistant City Manager/Administrator, Department Head or similar position. Familiarity with Illinois Community College Act, Open Meetings Act and other applicable laws. Knowledge of and/or experience managing a variety of Operational functions. Experience and/or education in law enforcement.
Job Summary:	Plans, directs, manages and oversees the activities and operation of the Campus Safety and Facilities Department; Oversees the Theatre Department, the Campus Bookstore, the Food Service Department, and the Financial Aid Department subject to the day-to-day administrators of each Department. Among other things, ensures compliance to Board Policy, internal controls and procedures, state, and federal regulations for all College Operations.
Specific Job Duties:	<ul style="list-style-type: none">• Performs high level administrative, technical and professional work in enforcing compliance with respects to the administration of the day-to-day management of the College in accordance with policy established by the Board of Trustees, State and Federal laws, regulations and guidelines.• Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.

- Represents the College and meets and confers with citizens, business entities, elected officials and outside agencies to discuss College policies, procedures and remedy problems and resolve inquires and complaints from both internal and external sources; and negotiates and resolves sensitive, significant and controversial issues.
- Manages the development and implementation of College and departmental goals, objectives, policies and priorities.
- Manages the development and administration of the Campus Safety and Facilities budget, revenue and expenditure forecasts of funds needed for staffing, equipment, materials and supplies; directs and approves expenditures in accordance with College policy; and directs the preparation and implementation of budgetary adjustments as necessary.
- Stays abreast of new trends and innovation in the field of Campus Safety, Facilities, and compliance enforcement in Higher Education.
- Advises the President of the College on matters of compliance and maintains weekly, and more frequent if necessary, communication with the President.
- Reviews and analyzes reports, legislation, court cases and related matters and directs or personally conducts studies, research and investigation on a wide variety of administrative and technical areas.
- Prepares and recommends long-range facilities improvement plans for College and develops specific proposals for action on current and future College needs.
- Ensures compliance to federal and state laws, as well as Board Policy, by providing oversight and staying abreast of changing regulations.
- Performs duties related to internal investigations at the College, such as, conduct background checks, assess and report investigative findings, prepare and submit all federal, state, and local reports as required; e.g., campus crime statistics per the Clery Act, investigate critical campus safety incidents, all in compliance with the College's conflict of interest policy, review college policies and procedures regarding key campus safety issues, and lead and/or develop training programs, as may be needed, for all Campus Safety personnel

**Work
Environment:**

Typical office environment.

**Physical
Demands:**

Sitting for prolonged periods of time. Extensive use of computers and keyboard. Occasional walking and lifting may be required.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff – Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ **Date**_____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 30th day of June 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Mireya Perez, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Business Services ("Director of Business Services" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Business Services of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Business Services of the College and be employed as the Director of Business Services of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Business Services of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Business Services of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board

or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Ninety-two Thousand Two Hundred and Twenty-two U.S. Dollars (\$92,222.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the

President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Mireya Perez

██████ ██████████
████████████████████

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or

otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields
President, Morton College

Date

Mireya Perez
Employee

Date

Morton College

Job Description

Job Title:	Director of Business Services
Reports to and Evaluated by:	College President
Required Qualifications:	<p>Bachelor's degree in Accounting, and a minimum of two years of financial management and supervisory experience in Community College or other school districts, or the public or private sector and a proven record of outstanding supervisory skills. Must have thorough understanding of Fund accounting and computable aptitude. Knowledge of college accounting practices and principles; strong spreadsheet and word processing skills. Must be proficient in payroll and financial software Ellucian Colleague Finance. Knowledgeable in Excel, Word and Access</p>
Desirable Qualifications:	<p>MBA and/or Certified Public Accountant. Ability to interact well with students, faculty, and staff. Have good oral and written communication skills. Have prior supervisory experience. Must be able to demonstrate Morton College core values of compassion, fairness, responsibility, tolerance, truth, and respect.</p>
Job Summary:	<p>This administrator serves as the primary contact for all departments relating to institutional financial management including the development and preparation of the annual budget, grant and internal control compliance, and financial reporting. Prepares timely and accurate financial reports for all funds; coordinate the claiming and receipt of revenues; and supervise the accounting staff in conjunction with the Controller. Manages college budgets and ensures accuracy and that all budget guidelines are met. Ensures that the financial operations and results of the College are conducted with accuracy and integrity Reviews all contracts, regardless of funding nature to ensure compliance with Morton College's procedures and State and Federal laws/regulations.</p>
Specific Job Duties:	<ul style="list-style-type: none">• Monitor and direct College purchasing activities, formulate purchasing policies, and recommend procedures to include the establishment of trade relationships, maintenance of equipment and supply catalogs, price files, specification books and files.• Prepare the College's annual budget for approval by the College's Board of Trustees. This process will be in cooperation with the College President, and the Administrative Cabinet.• Develop and maintain a functional system for accounting, purchasing, financial inventory, and budgetary control.• Assume responsibility for overseeing the College's annual audit.

- Negotiate/approve contracts and agreements with suppliers, distributors, federal and state agencies, and other organizational entities as approved by the College President; works with the College Attorney as necessary.
- Serve as a member of the President's Administrative Cabinet; and contribute to major strategic planning and resource allocation decisions.
- Develop, plan, and implement policies, objectives, and activities of the College to ensure continuing operations, to maximize returns on investments, and to increase productivity.
- Review various reports submitted by staff members and recommend approval or to suggest changes.
- Plans, prepares, and coordinates financial studies, projections, audits, and related reports as required by state, regional, and national agencies as needed by the College President.
- Serves on administrative teams in collective bargaining negotiations with recognized faculty and employee unions when appointed by the College President to do so.
- Responsible for all property, liability, vehicle, worker's compensation, and sports insurance programs and coordinates annual review of the program through the Community College Insurance Consortium.
- Responsible for the operations of the College Bookstore and Cafeteria.
- Invest College Funds in accordance with Board policy and the Investment of Public Funds Act and is responsible for preparation of the annual tax levy.
- Shall serve as the College's Chief Financial Officer and Treasurer.
- Reports directly to the College President.

Position Unit:

- ☒ Administration – Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Professional Staff - Exempt
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T.
- ☐ Classified Staff - Part-Time, Non-Union

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 25th day of July 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Cesar Jimenez, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Student Development ("Director of Student Development" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Student Development of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Student Development of the College and be employed as the Director of Student Development of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Student Development of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Student Development of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole

discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2016 (the "Commencement Date") and shall continue until the 30th day of June 2017 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, Employee represents and warrants to the College that Employee is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with Employee's acceptance of employment by the College or the performance of the duties and services hereunder. Employee shall defend, indemnify and hold harmless the College for any liability The College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-five Thousand U.S. Dollars (\$75,000.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed

for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively:

1. FY 2014-2015

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	68%	Family HMO	32%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: President's Office

With copy to: Morton College's Legal Counsel
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Cesar Jimenez


9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

Morton College

Job Description

Job Title:	Director of Student Development
Range:	Administrator
Grant-Funded:	N/A
Reports to and Evaluated by:	Vice President of Institutional Planning and Effectiveness
Required Qualifications:	<p>Master's degree in Counseling, Psychology, Management, or related field. Five years' experience in counseling, testing or student services in a college or university setting. Familiarity and facility with computerized student database systems and the ability to utilize emerging technologies in the delivery of student services. Understanding of and commitment to the community college philosophy. Excellent communication and interpersonal skills and demonstrated ability to establish effective relationships with students, faculty and staff in a multicultural environment. Ability to provide leadership, exercise sound judgment, maintain an even temperament and demonstrate initiative, creativity and flexibility. Ability to handle multiple priorities with accuracy and attention to detail. Ability to direct a comprehensive program of counseling, testing and career services.</p> <p>Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.</p>
Desirable Qualifications:	<p>Master's Degree. Previous experience with Ellucian Colleague software. Previous administrative experience in a community college setting. Spanish/English bilingual ability. Familiarity with employment trends, resume writing and job readiness training. Knowledge of the Workforce Investment Act (WIA) and workforce development system.</p>
Job Summary:	<p>Directs the operation of the Academic Advising and Workforce Development. Exercises major responsibilities in the selection, training, supervision, scheduling and evaluation of full-time and part-time employees. Develops and monitors the annual budget, prepares and submits reports, implements programs and procedures related to personal counseling, academic advising,</p>

career planning, job placement, placement testing, graduation audits, standards of academic progress, transfer course articulation and the promotion of personal development. Provides leadership in the areas of educational research, student orientation and special services for high-risk, nontraditional and disabled students. Develop, implement, and maintain and career planning and placement programs.

Essential Job Functions

- Administer all operational aspects of the Academic Advising, and Workforce Development. This includes but not limited to personal counseling, academic advising, career planning, job placement, placement testing, graduation audits, standards of academic progress and transfer course articulation.
- Develop informational materials including transfer guides, advising worksheets, graduation audit forms, referral guides and brochures.
- Encourage career exploration through a variety of techniques and services including employer outreach initiatives and off campus internship development.
- Conduct research and evaluate student academic progress on topics including course placement, course withdrawal, educational testing, and career testing and post-graduation status.
- Develop workshops and seminars on topics which promote personal growth and development including educational planning, study skills, stress management, test anxiety, time management, resume writing, job interviewing and career diagnosis.
- Maintain close working relationships with personnel from local high schools, transfer colleges and universities, and the college faculty and academic deans.
- Assist in the implementation and maintenance of a computerized degree audit system.
- Assist in the development and implementation of special initiatives for high-risk students including a bridge program, monitoring student academic progress in developmental courses, and faculty mentoring.
- Work with the Facilitator of Special Populations to develop academic advising and counseling services for disabled students.
- Collaborate with other student development areas for providing retention, transition and career planning and job placement activities through a variety of techniques and services including newsletter, mailings, workshops and advisement.

- Collaborate with personnel from district schools and employers to develop mutually beneficial student leadership and potential new employment sources.
- Conduct career testing using a variety of assessment instruments.
- Coordinate annual job fair and employer visits.
- Sustain partnership with local workforce partners and agencies.
- Maintain WIA training programs, including certifying and updating the IL Workforce Development System (IWDS).
- Serve on institutional or departmental committees as requested.

Other Duties:

- Perform other duties as assigned.
- .
- .

Work Environment:

Work is generally performed within an office environment, with standard office equipment available. Due to position requirements, work may be required at off campus sites to be completed.

Physical Demands:

Some lifting of approximately 15-20lbs.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ Date_____

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 15th day of August 2016 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Blanca Jara, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E I H:

WHEREAS, Employee desires to serve as the Director of Public Relations and Community Outreach ("Director of Public Relations and Community Outreach" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Public Relations and Community Outreach of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Public Relations and Community Outreach of the College and be employed as the Director of Public Relations and Community Outreach of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Public Relations and Community Outreach of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Public Relations and Community Outreach of the College.

Notwithstanding the foregoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of

interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

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3. RESTRICTIVE COVENANTS:

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4. REMUNERATION:

Employee shall receive the following as his/her total remuneration:

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Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

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any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

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4.4 Illinois State Universities Retirement System. The compensation / earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

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Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.6 Paid Time Off Benefits. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

(B) Five (5) days of personal leave per Fiscal Year (July 1st – June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the Board's receipt of written notice from Employee describing in detail the event constituting Good Reason, the College cures the event constituting Good Reason.

- 5.4 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College
 3801 South Central Ave.
 Cicero, IL 60804
 Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402.

If to Employee: Mrs. Blanca Jara



9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or

otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2016.

Executed:

Stan Fields
President, Morton College

Date

Blanca Jara
Employee

Date

Morton College

Job Description

Job Title:	Director of Public Relations and Community Outreach
Range:	NA
Grant-Funded:	NA
Reports to and Evaluated by:	President of the College
Required Qualifications:	<p>Minimum Bachelor's degree in communications, public relations, marketing, journalism, English or related field with a minimum of 2 years' experience. Excellent written, verbal, and interpersonal skills. Demonstrated ability to write about complex subject matter in a clear, accessible way. Strong leadership skills and demonstrated ability to provide strategic consultation and execution of long-range plans. Experience with newsletter development, copyediting, web writing, and managing social media strategies. Self-starter with demonstrated ability to meet deadlines in a fast-paced environment. Experience managing creative development and production processes related to online and print materials. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.</p>
Desirable Qualifications:	<p>Master's Degree and 5 years of related experience. Ability to collaborate and foster collaborative activities. Demonstrated ability to cultivate and sustain vendor relationships. Demonstrated ability to be diplomatic, making sound judgments while thinking independently. Command of the Spanish language a plus.</p>
Job Summary:	<p>Responsible for setting and executing the media, community outreach, and communications strategy for the College. The Director establishes and maintains the visibility of Morton College throughout the community</p>

at large through good vendor relations, student recruitment strategies, and sound marketing/communication techniques.

Specific Job Duties:

- Develop and implement a long range, strategic marketing and communications plan, which aligns with the College's Strategic Plan, and which includes, but is not limited to: The development of communications tactics and materials that clearly articulate the district's vision, goals, and strategies. Provides consistent and proactive messaging across the College and with external constituents that promotes and strengthens Morton College's brand. This may include the development of talking points, PowerPoint templates, and other tools and resources for use by Administrators and staff.
- Provide leadership and strategic oversight for communications to ensure that all written and digital materials include and align with key messaging and the overall communications plan. Includes timely and strategic dissemination of online and print communications/materials to strengthen relationships and keep the community updated and engaged.
- Create strategies to reach potential students by using various medium and communications platforms. Extend the reach of Morton College through these platforms.
- Create College procedures relating to all aspects of internal and external communications as directed by the College President. This includes developing and providing proactive and timely communications related to areas of sensitivity or controversy.
- Manage the creative development and production process (conceptualization, writing, editing, design, printing, distribution) for a Strategic Plan and social media communications.
- Cultivate relationships with media; respond to media inquiries on behalf of Morton College. Serve as an additional spokesperson for Morton College when needed.
- Engage the community at large and the potential students to collaborate events and activities that may attract them to the College.
- Other duties as assigned by the President of the College.

Essential Job Functions:

See specific duties listed above.

Work Environment:

Changing environment that includes office work as well as working outdoors in weather.

Physical Demands:

Possess a valid driver's license; travel through the community continuously; limited travel throughout state. Transport and set-up equipment. Work in a fast-paced environment. Ability to visually and manually access computer screens and electronic records in the College ERP system. Ability to manually input data; ability to lift and transport up to 50 lbs.

Position Unit:

- ☒ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☐ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T
- ☐ Classified Staff - Part-Time, Non-Union

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of employment for grant-funded positions.

Employee_____ **Date**_____

People of Community College District No. 527

