



Morton College

Regular Meeting

Monday, September 18, 2017 5:00 PM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Agenda for the Regular Meeting

Monday, September 18, 2017

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 5:00 PM on Monday, September 18, 2017, 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

4. 1. Dr. Derek Shouba, Doctor of Management

5. Correspondence

6. Reports

6. 1. ICCTA/ACCT

6. 2. Student Member-Estefani Hernandez Perez 6

6. 3. Friends of Morton Foundation - Information Only Report 7

7. President's Report

7. 1. Out of State Travel Report-Information Only

7. 2. Community Facilities Usage Report-Information Only 9

7. 3. Accreditation Commission for Education in Nursing (ACEN) 10

7. 4. Morton College to host DACA Renewal Clinic - September 30, 2017 12

7. 5. Nursing Technology Pilot

7. 6. Student Success Center Update - Tutoring Services

7. 7. FY18 Capital Improvement Review

8. Consent Agenda

8. 1. Approval of the Consent Agenda-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.	
8. 2. Approval of the Minutes of Special Meeting held on August 31, 2017	13
8. 3. Approval of the Minutes of Closed Meeting held on August 31, 2017	
8. 4. Approval of the Monthly Budget Report-for fiscal year to date ending in July 2017 be received and filed for Audit	20
8. 5. Approval of the Treasurer's Report - July 2017 be received and filed for Audit	37
8. 6. Approval and Ratification of Accounts Payable and Payroll \$2,499,554, and Budget Transfers \$0 for the month of July 2017, as submitted	39
8. 7. Approval of the Resolution and Affiliation Agreement with Athletico for the Physical Therapist Assistant Program, as submitted	82
8. 8. Approval of the Resolution altering the Regular Board Meeting Dates and Times for October, November, and December of 2017, as submitted	97
8. 9. Approval of the Continued Institutional Membership with West Central Municipal Conference for FY18 in the amount of \$1,650, as submitted	101
8. 10. Approval of the Continued Institutional Membership with Association of Community College Trustees for FY18 in the amount of \$4,311.00, as submitted	102
8. 11. Approval of the Riders between MRxl Corporation and Kushan LLC (MK EDUCATION) and Morton College for the Pharmacy and Veterinary Technician Programs, as submitted	103
8. 12. Approval of the Resolution and Agreement with Athletico and Morton College for Athletic Training Services, as submitted	105
8. 13. Approval of the following Facility Use Permit	
8. 13. 1. State Representative Elizabeth "Lisa" Hernandez, September 23, 2017, 3 classrooms and the cafeteria	114
9. <u>Old Business Action Items</u>	
10. <u>New Business Action Items</u>	
11. <u>Personnel Action Items</u>	
11. 1. Approval of the Personal Service Agreement of the Part-Time and Temporary Athletic Coaches for the 2017-2018 Athletic Year	117
11. 1. 1. Chris Wido, Assistant Coach Baseball, \$3,930.57 for the period of 8/1/17-6/30/18	
11. 1. 2. Hector Lopez, Assistant Coach Cross Country, \$2,200.00 for the period of 8/1/17-6/30/18	
11. 1. 3. Brenda Zepeda, Assistant Coach Cross Country, \$2,400.00 for the period of 8/1/17-6/30/18	
11. 1. 4. Lillianna Franco Carrera, Assistant Coach Men's Soccer, \$2,882.39 for the	

period of 8/1/17-6/30/18

- 11. 1. 5. Javier Roman, Assistant Coach Men's Soccer, \$2,882.39 for the period of 8/1/17-6/30/18
- 11. 1. 6. Rose Gronko, Assistant Coach Volleyball, \$5,341.89 for the period of 8/1/17-6/30/18
- 11. 1. 7. Melissa Anderson, Assistant Coach Women's Basketball, \$2,600.00 for the period of 8/1/17-6/30/18
- 11. 1. 8. Renee Calabrese, Assistant Coach Women's Basketball, \$1,856.00 for the period of 8/1/17-6/30/18
- 11. 1. 9. Dayanara Hurn, Assistant Coach Women's Basketball, \$1,856.00 for the period of 8/1/17-6/30/18
- 11. 1. 10. Lillianna Franco Carrera, Assistant Coach Women's Soccer, \$5,764.77 for the period of 8/1/17-6/30/18
- 11. 1. 11. Louis Alvarado, Assistant Coach Softball, \$6,321.35 for the period of 8/1/17-6/30/18
- 11. 1. 12. Dayanara Hurn, Strength and Conditioning Coach, \$5,000.00 for the period of 8/1/17-6/30/18
- 11. 1. 13. Gus Coronado, Head Coach Cross Country, \$6,895.85 for the period of 8/1/17-6/30/18
- 11. 1. 14. Juan Franco, Head Coach Women's Soccer, \$8,235.88 for the period of 8/1/17-6/30/18
- 11. 1. 15. Juan Franco, Head Coach Men's Soccer, \$8,235.88 for the period of 8/1/17-6/30/18
- 11. 1. 16. Thomas Malesky, Head Coach Volleyball, \$7,631.27 for the period of 8/1/17-6/30/18
- 11. 1. 17. Thomas Malesky, Head Coach Softball, \$9,017.65 for the period of 8/1/17-6/30/18
- 11. 1. 18. Nestor Carrillo, Head Coach Baseball, \$7,757.96 for the period of 8/1/17-6/30/18
- 11. 1. 19. Larry Lanciotti, Head Coach Women's Basketball, \$9,017.65 for the period of 8/1/17-6/30/18
- 11. 2. Approval of the Adjunct Faculty Assignment/Employment Report for Fall Semester 2017 in the amount of \$912,855.83 as submitted, pending class cancelations and/or additions 270
- 11. 3. Approval of the Overload Employment Report for Fall Semester 2017 in the amount of \$339,506.80 as submitted, pending additional class cancelations and/or additions 279
- 11. 4. Approval of the Full-Time Employment Report, as submitted 284
 - 11. 4. 1. Sally Delgado, Enrollment Specialist, Effective September 19, 2017
- 11. 5. Information Only Items

11. 5. 1. Resignation Report - Cheryl Bulat, Instructor-Early Childhood Education, Effective May18, 2018 285
11. 6. Approval of the creation of a new, Full-Time Classified Staff (Union) Position of Reference Librarian and the creation of a new, Full-Time Classified Staff (Union) Position of Circulation Librarian and the subsequent elimination of the existing three Part-Time Classified Staff (Non-Union) Positions of Reference Librarian and the existing Full-Time Classified Staff (Union) Position of Museum and Library Liaison effective September 18, 2017, as submitted 286
12. Closed Session
12. 1. Approval to adjourn to Closed Session to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of Morton College pursuant to 5 ILCS 120/2(c)(1) and collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules or one or more classes of employees pursuant to 5 ILCS 120/2(c)(2)
12. 2. Discussion and possible final action regarding a resolution to extend Adjunct Professor Nadja James probationary period for one additional school year per 110 ILCS 805/3B-2
13. Board Member Comments
14. Adjournment

Student Report to the Board

August 2017

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

August 21st – August 25th, 2017 Welcome Week SAO and CAB

Welcoming week was full of a variety of activities for all students. Starting with customized laptop skin or a bumper sticker. In addition there were digital caricatures, personalized dry erase boards, food, and an oversized couch to take pictures in.

August 30th, 2017 Student Involvement SAO

This event was meant for students to meet different students, clubs, and organizations. Many clubs and organizations recruited many new students, as they displayed their achievements and missions.

**September 6th, 2017 DACA Support ST HOPE Committee
and Blanca Jara**

The end of DACA affected many students at Morton College and the student trustee and her committee decided to create a banner and have others sign it to show that we support all DACA recipients. Blanca Jara reached out to ABC 7 and they interviewed a few DACA recipients and also recorded our banner.

Submitted by: Estefani Hernandez Perez



Friends of Morton Foundation

Friends of Morton Foundation Report for August to Sept 2017

FMF Bank Accounts

Bank of America: \$ 18,517.77

Morton College Acct: \$15,049.76

Past Meetings:

- Multiple in-district meetings
- Team meeting for AGC and individuals
- Meeting with President (a few)
- Cabinet Meeting
- Fire Chief

Pending:

- Team meetings for AGC
- 3 board member meetings
- 4 small business meetings in district

The MCCC

- Raised: \$266,680.21
 - Created new list meet with; President Fields has agreed to attend
- Phone conversation and strategy set to conclude funds for one room in new building. It has been stalled for some time.
- Assembled content for materials for Chili Cook off in January (date changed)

- Transferred \$40,000 to Morton College for Campaign for Bank of America Account
- Transferred \$15,000 from FMF acct at MC to the fund for Capital Campaign

Scholarships

- Spoke with donor for second payment and application process for nursing gift

Annual Giving Campaign 2017

- Letter is being reworked by Dr. Fields for encouraging those who have not participated yet to do so
- 18 Team meetings held; 2 meetings pending on campus
- Thank you notes created, produced and mailed to each donor

Misc

- Dropped off financials for Accountant for year end review to file with following up on meeting
- Developed detail plan for fundraising needs as it relates to a “fundraising team” at Morton College
- Attended meeting with Institutional Development Team



COMMUNITY FACILITIES USAGE REPORT

Regular Meeting of the Morton College Board of Trustees

September 2017

(Per Board Policy #5.8)

<u>DATE(S)</u>	<u>ORGANIZATION</u>	<u>FACILITY</u>	<u>TIME</u>
9/11 & 9/25	Town of Cicero	Theatre	2:00 pm – 5:00 pm
9/27	Home School	Gymnasium	4:30 pm - 9:30 pm

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



BOARD OF COMMISSIONERS

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University of Minnesota Medical Center and
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Dean, Educational Technology
Savannah College of Art and Design
Savannah, Georgia

JOHN H. RUSSELL, PhD
St. Augustine, Florida

August 14, 2017

Stanley Fields, PhD
President
Morton College
3801 South Central Avenue
Cicero, IL 60804

Dear Dr. Fields:

This letter is formal notification of the action taken by the Accreditation Commission for Education in Nursing (ACEN) at its meeting on July 20-21, 2017. Please be advised that the Board of Commissioners voted to make all Spring 2017 Accreditation Cycle decisions based on the ACEN 2017 Standards and Criteria, as applicable. The Board of Commissioners granted continuing accreditation to the associate nursing program and scheduled the next evaluation visit for Spring 2025. The details of the accreditation visit and the decision put forth by the Board of Commissioners have been sent to the program's nurse administrator.

Congratulations on this outstanding achievement! We look forward to continued successes for your nursing program. On behalf of the Board of Commissioners, we thank you and your colleagues for your commitment to quality nursing education. If you have questions about this action or about ACEN policies and procedures, please contact me.

Sincerely,

Marsal P. Stoll, EdD, MSN
Chief Executive Officer

FREE DACA RENEWAL CLINIC
ONLY for individuals with DACA expiring
between
9/5/2017 to 3/5/2018

Saturday, September 30, 2017
from 9:00 am to 1:00 pm

Morton College
3801 Central Ave., Cicero, IL 60804

What to Bring:

- Money order for \$495 payable to “U.S. Department of Homeland Security”
- 2 passport-style photographs (2 inches x 2 inches)
- Current employment authorization document
- Approval Notice for Form I-821D, Deferred Action for Childhood Arrivals
- Approval Notice for Form I-765, Employment Authorization;
- Copy of your initial DACA application and any renewal applications if you have a copy (you do not need all the evidence you submitted, just the forms)
- Dates of any time you exited the United States since you applied for DACA;
- Advance Parole document (if applicable)
- Certified court dispositions, from any arrests **since you applied for DACA** (if applicable);
- Documents from any immigration court proceedings (if applicable);

What to Expect:

NIJC, though *pro bono* attorneys, will provide a free legal screening to confirm eligibility to renew DACA and then prepare and represent in the DACA Renewal application. NIJC and *pro bono* attorneys will file the DACA renewal applications with USCIS before the 10/5/2017 deadline. Individuals will be seen on a first come first served basis.

For more Information:

Contact Blanca Jara at
708-656-8000, Ext. 2216 or via email at
Blanca.jara@Morton.edu

If you are not able to attend the clinic, please visit immigrantjustice.org to register for a Free DACA clinic or contact NIJC by calling 312-660-1370 or emailing nijcild@heartlandalliance.org to schedule an appointment.

Heartland Alliance for Human Needs & Human Rights | National Immigrant Justice Center
208 S. LaSalle Street, Suite 1300, Chicago, Illinois 60604 | ph: 312-660-1370 | fax: 312-660-1505 | www.immigrantjustice.org



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO.

527 COOK COUNTY, ILLINOIS

Minutes for the Special Board Meeting

Thursday, August 31, 2017

A Special Meeting of the Board of Trustees of Morton College was held Thursday, August 31, 2017, beginning at 9:00 AM in the Morton College Board Room (221B) of Building B located at 3801 S. Central Avenue, Cicero, Illinois.

1. **Call to Order**

The Special Meeting of the Board of Trustees of Illinois Community College District No. 527 was called to order by Board Chair Frank Aguilar at 9:10 AM on Thursday, August 31, 2017 in the Morton College Board Room (221-B).

2. **Roll Call**

Present:

Frank J. Aguilar, Chair
Susan L. Banks, Trustee
Joseph J. Belcaster, Trustee
Jose A. Collazo, Secretary
Melissa Cundari, Trustee
Frances Reitz, Trustee
Anthony Martinucci, Vice Chair
Estefani Hernandez Perez, Advisory Student Member

Absent: None

Also Present:

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

3. **Citizen Comments**

None

4. **Recognition**

None

5. **Correspondence**

None

6. Reports

6. 1. ICCTA/ACCT

The Board Members will be attending the ACCT Leadership Congress in Las Vegas, NV in September 25-29, 2017.

6. 2. Student Member- Estefani Hernandez Perez

Advisory Voting Student Member Hernandez Perez gave the monthly report of student programs and activities.

6. 3. Friends of Morton Foundation - Information Only Report

Submitted for information only.

7. President's Report

7. 1. Out of State Travel Report-Information Only

Submitted for information only.

7. 2. Community Facilities Usage Report-Information Only

Submitted for information only.

7. 3. Athletic Out of State Travel Report-Information Only

Submitted for information only.

7. 4. AACC Leadership-Presidents Academy Summer Institute, New York NY

President Fields thanked the board for the opportunity to be able to attend this Institute and hopes to be able to implement some of the items.

7. 5. STEAMERS Presentation - Adult Ed

Dr. Tom Pierce reported that the Summer STEAMERS camp was a success! Last year this club had 11 students enrolled during the summer session. This year we had 99 students, and 300 total if you count duplicates. With the success of this program, we have decided to roll out a Fall STEAMER Program that will meeting 2 times per month on Saturdays. Our goal is to make connections at a young age, so they will continue their studies at Morton College in the future.

8. Consent Agenda

Trustee Cundari moved to approve the consent agenda items 8.1 through 8.28, as listed below. Trustee Martinucci seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci, and Reitz

Nays: none. Absent: none. Motion Carried.

The below were the approved consent agenda items:

8. 1. Approval of the Consent Agenda-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.

8. 2. Approval of the Treasurer's Report - May 2017 be received and filed for Audit
8. 3. Approval of the Monthly Budget Report-for fiscal year to date ending in May 2017 be received and filed for Audit
8. 4. Approval of the Minutes of Regular Meeting held on July 20, 2017
8. 5. Approval of the Monthly Budget Report-for fiscal year to date ending in June 2017 be received and filed for Audit
8. 6. Approval of the Treasurer's Report - June 2017 be received and filed for Audit
8. 7. Approval and Ratification of Accounts Payable and Payroll \$2,042,099, and Budget Transfers \$42,326 for the month of June 2017, as submitted
8. 8. Approval of the Out of State Travel of the Board of Trustees to the ACCT Leadership Congress in Las Vegas, NV in September 2017, as submitted and in accordance with travel procedures and policies
8. 9. Approval of the payment to Ellucian as the ERP System Provider for the College for Fiscal Year 2018 in the amount of \$322,357.00, as submitted
8. 10. Approval of the payment for Blackboard as the LMS Provider for the College for Fiscal Year 2018 in the amount of \$53,839.65, as submitted
8. 11. Approval of the Annual Membership to The National Association of Student Financial Aid Administrators (NASFFA) for Fiscal Year 2018 in the amount of \$1,512.00
8. 12. Approval of the Continued Institutional Membership in the Illinois Association of School Administrators for Fiscal Year 2018 in the amount of \$2,011
8. 13. Approval of the Continued Institutional Membership of The Higher Learning Commission for Fiscal Year 2018 in the amount of \$5,618.40
8. 14. Approval of the Continued Institutional Membership in the Illinois Council of Community College Presidents (ICCCP) for Fiscal Year 2018 in the amount of \$2,750
8. 15. Approval of the Facility Use Permits
 8. 15. 1. AlphaBet Soup Productions-May 23-25, June 19-22, and June 26-29, Jedlicka Performing Arts Center
 8. 15. 2. Town of Cicero-Senior Movies, Jedlicka Performing Arts Center
 8. 15. 3. Home School PTO, Sept. 27, 2017, Gym
8. 16. Approval of the Out of State Travel of President Fields as submitted and in accordance with travel procedures and policies
 8. 16. 1. EAB: Community College Executive Forum, September 22, 2017, Washington DC
 8. 16. 2. HACU: 31st Annual Conference, October 28-30, 2017, San Diego, CA

8. 17. 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 \$8,040 for FY 2018.

8. 18. Approval of the Continued Membership in the Illinois Skyway Collegiate Conference in the total amount of \$3,950 for FY2018

8. 19. Approval of the payment for Cisco Smartnet extended service agreements in the amount not to exceed \$38,000.00 effective, August 28, 2017, as submitted

8. 20. Approval of the Intergovernmental Agreement between Morton College and the City of Berwyn to Approve Fire Department Station 2 located at 6415 W. 16TH Street in order to conduct the Program for Emergency Medical Technician

8. 21. Approval of the Resolution adopting the Agreement with Ann & Robert Lurie Children's Hospital of Chicago for the nursing program, as submitted

8. 22. That the Board of Trustees approve continued institutional membership in the National Association of College Stores (NACS) for Fiscal Year 2018 for a total membership fee of \$550.00

8. 23. Approval of the continued institutional membership in the American Association of Collegiate Registrars and Admissions Officers (AACRAO) for Fiscal Year 2018 for a total membership fee of \$984.00

8. 24. Approval of the Memorandum of Understanding between Morton College and Colegio de Bachilleres no. 12 and Centro de Bachillero Tecnológico Agropecuario no. 173 in Durango, Mexico, as submitted

8. 25. Approval of the Rider between Morton College and SWC Technology Partners, Inc. to modify the SWC Managed Services Care Agreement entered between Morton College and SWC on June 26, 2014, as submitted

8. 26. Approval and award to Athletico Physical Therapy as the lowest responsible bidder for provision of athletic training services for the 2017-2018 academic year

8. 27. Approval and award to Santo Sport Store as the lowest responsible bidder for provision of athletic apparel for the 2017-2018 academic year

8. 28. Approval of the Resolution adopting the Agreement with Cook County Hospital for the nursing program, as submitted

9. Old Business Action Items

9. 1. Trustee Cundari moved to approve and ratify the Budget Transfers in the amount of \$37,009 for the month of May 2017, as submitted. Trustee Reitz seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: None Motion Carried.

10. New Business Action Items

10. 1. Discussion and Approval of a new September Board Meeting date and time. It was noted that Trustee Cundari and Attorney Del Galdo cannot make Wednesdays any longer. Trustee Cundari suggested a schedule back in April, and we will propose that schedule to the Board for the approval during the September Meeting. Trustee Reitz moved to approve the new date and time of September 18th at 5 p.m. for the September Board Meeting. Trustee Martinucci seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

10. 2. Trustee Reitz moved to approve the resolution adopting the Annual Budget for fiscal year beginning July 1, 2017 and ending June 30, 2018 as presented, provided, however, that any capital expenditure (whether individually or in the aggregate) over \$25,000 would require specific Board approval prior to commencing the project and/or starting the bidding process. The Motion made clear that the approval of the budget did not authorize expenditure of funds for capital projects without separate and distinct Board approval for each project and capital expenditure. Trustee Banks seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

10. 3. Trustee Reitz moved to approve a Special Closed Board Meeting Retreat in November for purposes of self-evaluation and goal setting. Trustee Banks seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

11. Personnel Action Items

11. 1. Information Only Items-Submitted for Information Only
 11. 1. 1. Personal Service Agreement of Part-Time and Temporary Athletic Coaches for the 2017-2018 Athletic Year
 11. 1. 2. Resignation Report
 11. 1. 2. 1. Dr. Ellen Crowe, Dean of Careers and Technical Education,

Effective August 15, 2017

11. 1. 2. 2. Nicholas Casas, Library Technical Assistant, July 25, 2017

11. 1. 3. Retirement Report

11. 1. 3. 1. Rich Pawlak, Data Reporting Specialist, Effective July 31, 2017

11. 2. Trustee Cundari made a motion to approve the reclassification of the Part-Time Classified Staff (Non-Union) position of Service Aide-Individual Learning Center to Part-Time Classified (Union) effective, August 28, 2017. Trustee Martinucci seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: None Motion Carried.

11. 3. Trustee Banks made a motion to approve the Full-Time Employment Report, as submitted. Trustee Martinucci seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: None Motion Carried.

11. 4. Trustee Reitz made a motion to approve the addendum to the Faculty Assignment/Employment Report and Differential Pay for Summer Session 2017 in the amount of \$59,599.45, as submitted pending additional class cancelations and/or additions. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: None Motion Carried.

11. 5. Trustee Martinucci made a motion to approve the compensation report for Adjunct Faculty Members teaching English 101, 102, 086, 071, 076, 151, and 152 for Spring Semester 2017 in the amount of \$2,855.87. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: None Motion Carried.

12. Closed Session

Attorney Del Galdo informed the Board that Anthony Ray requested that the Board add the closed session exception of Collective Bargaining Agreements to this session. Trustee Cundari moved to approve a recess to closed session to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of Morton College pursuant to 5 ILCS 120/2(c)(1) and 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). Trustee Banks seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

Recess: The Board recessed to the Office of the President for Closed Session at 10:20 a.m.

Reconvening: The Regular Meeting was reconvened at 10:46 p.m. by Chair Martinucci. Upon Roll Call, the following were found present: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci, Reitz, and Advisory Voting Student Member Hernandez Perez. Absent: None.

13. Board Member Comments

None

14. Adjournment

Trustee Cundari moved to adjourn the Special Meeting of the Board. Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Banks, Belcaster, Collazo, Cundari, Martinucci and Reitz
Nays: none. Absent: None Motion Carried.
This meeting was adjourned at 10:58 a.m.

Frank J. Aguilar,
Board Chair

Jose Collazo
Board Secretary

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Melissa Mollett](#); [Maria Anderson](#)
Subject: FW: Morton College July budget
Date: Monday, September 11, 2017 11:38:51 AM
Attachments: [MC- July 17 Budget.pdf](#)

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING JULY 2017 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 [mailto:David.Gonzalez@cpagwa.com]
Sent: Monday, September 11, 2017 11:32 AM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: FW: Morton College July budget

Attached is July, 2017 Budget report for board agenda.

David

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**Morton Community College
Budget Report
For 1 Month Ending July 31, 2017**



Morton Community College
Budget Report Summary
For 1 Month Ending July 31, 2017

8%

Funds	Actual	Budget	%	Budget Remaining
<u>Education Fund</u>				
Revenue	\$ 3,028,043	\$ 23,627,720	12.8%	\$ 20,599,677
Expenditures	(798,077)	(21,014,849)	3.8%	(20,216,772)
Net	\$ 2,229,966	\$ 2,612,871		\$ 382,905
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 506,167	\$ 3,693,440	13.7%	\$ 3,187,273
Expenditures	(185,060)	(3,693,440)	5.0%	3,508,380
Net	\$ 321,107	\$ -		\$ (321,107)
<u>Restricted Purpose Fund</u>				
Revenue	\$ -	\$ 16,845,722	0.0%	\$ 16,845,722
Expenditures	(203,655)	(16,845,722)	1.2%	(16,642,067)
Net	\$ (203,655)	\$ -		\$ 203,655
<u>Audit Fund</u>				
Revenue	\$ -	\$ 87,750	0.0%	\$ 87,750
Expenditures	-	(82,400)	0.0%	(82,400)
Net	\$ -	\$ 5,350		\$ 5,350
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ -	\$ 744,700	0.0%	\$ 744,700
Expenditures	(216,891)	(697,000)	31.1%	(480,109)
Net	\$ (216,891)	\$ 47,700		\$ 264,591
<u>General Bond Obligation Fund</u>				
Revenue	\$ -	\$ 634,178	0.0%	\$ 634,178
Expenditures	-	(672,941)	0.0%	(672,941)
Net	\$ -	\$ (38,763)		\$ (38,763)
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ -	\$ 360,000	0.0%	\$ 360,000
Expenditures	(9,851)	(360,000)	2.7%	(350,149)
Net	\$ (9,851)	\$ -		\$ 9,851
<u>Auxiliary Fund</u>				
Revenue	\$ 11,167	\$ 2,016,500	0.6%	\$ 2,005,333
Expenditures	(27,513)	(2,016,938)	1.4%	(1,989,425)
Net	\$ (16,346)	\$ (438)		\$ 15,908
<u>Working Cash Fund</u>				
Revenue	\$ -	\$ 50,000	0.0%	\$ 50,000
Expenditures	-	(50,000)	0.0%	(50,000)
Net	\$ -	\$ -		\$ -
<u>All Funds</u>				
Revenue	\$ 3,545,377	\$ 48,060,010	7.4%	\$ 44,514,633
Expenditures	(1,441,047)	(45,433,290)	3.2%	(43,992,243)
Net	\$ 2,104,330	\$ 2,626,720		\$ 522,390

EDUCATION FUND REVENUE
For 1 Month Ending July 31, 2017

8%

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 7,083,000	0.0%	\$ 7,083,000
Total Local Government	-	7,083,000	0.0%	7,083,000
CORPORATE PERSONAL PROPERTY TAXES	-	650,000	0.0%	650,000
STATE GOVERNMENT				
ICCB credit hour grants	-	1,846,190	0.0%	1,846,190
ICCB equalization grants	-	4,111,930	0.0%	4,111,930
Total State Government	-	5,958,120	0.0%	5,958,120
STUDENT TUITION AND FEES				
Tuition	2,493,020	8,024,000	31.1%	5,530,980
Fees	531,557	1,761,800	30.2%	1,230,243
Total Tuition and Fees	3,024,577	9,785,800	30.9%	6,761,223
MISCELLANEOUS				
Sales and service fees	3,466	55,800	6.2%	52,334
Investment revenue	-	15,000	0.0%	15,000
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	3,466	100,800	3.4%	97,334
Total Revenue	<u>3,028,043</u>	<u>23,577,720</u>	<u>12.8%</u>	<u>20,549,677</u>
Transfers in	-	50,000	0.0%	50,000
Total Revenue and Transfers in	<u>\$ 3,028,043</u>	<u>\$ 23,627,720</u>	<u>12.8%</u>	<u>\$ 20,599,677</u>

EDUCATION FUND EXPENDITURES
For 1 Month Ending July 31, 2017

8%

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 42,740	\$ 7,758,302	0.6%	\$ 7,715,562
Employee benefits	56,311	647,545	8.7%	591,234
Contractual services	2,856	149,500	1.9%	146,644
Material and supplies	3,401	374,350	0.9%	370,949
Conferences and meetings	1,692	26,150	6.5%	24,458
Total Instruction	107,000	8,955,847	1.2%	8,848,847
Academic Support				
Salaries	55,051	1,203,182	4.6%	1,148,131
Employee benefits	12,278	213,578	5.7%	201,300
Contractual services	34,647	215,000	16.1%	180,353
Material and supplies	33,370	265,470	12.6%	232,100
Conferences and meetings	129	33,500	0.4%	33,371
Fixed charges	-	50,000	0.0%	50,000
Total Academic Support	135,475	1,980,730	6.8%	1,845,255
Student Services				
Salaries	94,788	1,690,095	5.6%	1,595,307
Employee benefits	22,304	243,264	9.2%	220,960
Contractual services	6,532	230,000	2.8%	223,468
Material and supplies	-	145,150	0.0%	145,150
Conferences and meetings	3,509	63,650	5.5%	60,141
Fixed charges	-	14,800	0.0%	14,800
Total Student Services	127,133	2,386,959	5.3%	2,259,826

EDUCATION FUND EXPENDITURES
For 1 Month Ending July 31, 2017

8%

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
Public Service/Continuing Education				
Salaries	15,156	216,338	7.0%	201,182
Employee benefits	2,667	36,208	7.4%	33,541
Contractual services	1,507	28,879	5.2%	27,372
Material and supplies	320	25,684	1.2%	25,364
Conferences and meetings	-	2,500	0.0%	2,500
Total Public Service/Continuing Education	19,650	309,609	6.3%	289,959
Auxiliary Services				
Salaries	16,367	229,214	7.1%	212,847
Employee benefits	2,681	29,029	9.2%	26,348
Contractual services	1,495	218,000	0.7%	216,505
Material and supplies	13,262	100,750	13.2%	87,488
Conferences and meetings	2,590	133,000	1.9%	130,410
Fixed charges	-	16,000	0.0%	16,000
Capital outlay	5,000	5,000	100.0%	-
Total Auxiliary Services	41,395	730,993	5.7%	689,598
Institutional Support				
Salaries	130,886	2,260,164	5.8%	2,129,278
Employee benefits	42,076	424,047	9.9%	381,971
Contractual services	88,689	1,687,400	5.3%	1,598,711
Material and supplies	28,080	382,100	7.3%	354,020
Conferences and meetings	1,213	217,000	0.6%	215,787
Fixed charges	-	1,000	0.0%	1,000
Other	-	40,000	0.0%	40,000
Total Institutional Support	290,944	5,011,711	5.8%	4,720,767

EDUCATION FUND EXPENDITURES**8%**

For 1 Month Ending July 31, 2017

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Scholarships, Student Grants & Waivers				
Student grants and scholarships	76,480	1,014,000	7.5%	937,520
Other	-	45,000	0.0%	45,000
	<u>76,480</u>	<u>1,059,000</u>	<u>7.2%</u>	<u>982,520</u>
Total Scholarships, Student Grants & Waivers	<u>76,480</u>	<u>1,059,000</u>	<u>7.2%</u>	<u>982,520</u>
Contingencies	-	200,000	0.0%	200,000
	<u>-</u>	<u>200,000</u>	<u>0.0%</u>	<u>200,000</u>
Total Expenditures	<u>798,077</u>	<u>20,634,849</u>	<u>3.9%</u>	<u>19,836,772</u>
Transfers out	-	380,000	0.0%	380,000
	<u>-</u>	<u>380,000</u>	<u>0.0%</u>	<u>380,000</u>
Total Expenditures and Transfers out	<u>\$ 798,077</u>	<u>\$ 21,014,849</u>	<u>3.8%</u>	<u>\$ 20,216,772</u>

OPERATIONS & MAINTENANCE FUND REVENUE AND EXPENDITURES

8%

For 1 Month Ending July 31, 2017

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 1,383,000	0.0%	\$ 1,383,000
CORPORATE PERSONAL PROPERTY TAXES	-	650,000	0.0%	650,000
STUDENT FEES				
Fees	506,167	1,639,440	30.9%	1,133,273
Total Student Fees	506,167	1,639,440	30.9%	1,133,273
MISCELLANEOUS				
Sales and service fees	-	5,000	0.0%	5,000
Facilities	-	14,000	0.0%	14,000
Investment revenue	-	2,000	0.0%	2,000
Total Miscellaneous	-	21,000	0.0%	21,000
Total Revenue	<u>\$ 506,167</u>	<u>\$ 3,693,440</u>	<u>13.7%</u>	<u>\$ 3,187,273</u>
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$ 94,309	\$ 1,799,346	5.2%	\$ 1,705,037
Employee benefits	22,106	245,810	9.0%	223,704
Contractual services	8,419	563,000	1.5%	554,581
Material and supplies	7,218	165,984	4.3%	158,766
Conferences and meetings	-	6,000	0.0%	6,000
Utilities	53,008	888,300	6.0%	835,292
Capital outlay	-	15,000	0.0%	15,000
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	185,060	3,693,440	5.0%	3,508,380
Total Expenditures	<u>\$ 185,060</u>	<u>\$ 3,693,440</u>	<u>5.0%</u>	<u>\$ 3,508,380</u>

RESTRICTED PURPOSE FUND REVENUE**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
State board of education- adult education	\$ -	\$ 468,192	0.0%	\$ 468,192
ICCB grant revenue- other	-	3,845,600	0.0%	3,845,600
Total State Government	-	4,313,792	0.0%	4,313,792
FEDERAL GOVERNMENT				
Department of education	-	12,089,330	0.0%	12,089,330
Other	-	442,600	0.0%	442,600
Total Federal Government	-	12,531,930	0.0%	12,531,930
Total Revenue	<u>\$ -</u>	<u>\$ 16,845,722</u>	<u>0.0%</u>	<u>\$ 16,845,722</u>

RESTRICTED PURPOSE FUND EXPENDITURES**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 57,539	\$ 911,531	6.3%	\$ 853,992
Employee benefits	5,121	2,048,856	0.2%	2,043,735
Contractual services	1,098	122,872	0.9%	121,774
Material and supplies	99	146,709	0.1%	146,610
Conferences and meetings	3,043	21,399	14.2%	18,356
	<u>66,900</u>	<u>3,251,367</u>	<u>2.1%</u>	<u>3,184,467</u>
Total Instruction				
	<u>66,900</u>	<u>3,251,367</u>	<u>2.1%</u>	<u>3,184,467</u>
Academic Support				
Employee benefits	-	250,000	0.0%	250,000
	<u>-</u>	<u>250,000</u>	<u>0.0%</u>	<u>250,000</u>
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
	<u>-</u>	<u>350,000</u>	<u>0.0%</u>	<u>350,000</u>
Total Student Services				
	<u>-</u>	<u>350,000</u>	<u>0.0%</u>	<u>350,000</u>
Public Service/Continuing Education				
Salaries	11,922	143,170	8.3%	131,248
Employee benefits	2,292	110,185	2.1%	107,893
Contractual services	-	2,200	0.0%	2,200
Material and supplies	-	2,580	0.0%	2,580
Conferences and meetings	-	12,465	0.0%	12,465
	<u>14,214</u>	<u>270,600</u>	<u>5.3%</u>	<u>256,386</u>
Total Public Service/Continuing Education				
	<u>14,214</u>	<u>270,600</u>	<u>5.3%</u>	<u>256,386</u>

RESTRICTED PURPOSE FUND EXPENDITURES
For 1 Month Ending July 31, 2017

8%

	<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	586	97,661	0.6%	97,075
Student grants and scholarships	121,955	11,500,000	1.1%	11,378,045
Other		151,094	0.0%	151,094
Total Scholarships, Student Grants & Waivers	122,541	11,748,755	1.0%	11,626,214
Total Expenditures	<u>\$ 203,655</u>	<u>\$ 16,845,722</u>	<u>1.2%</u>	<u>\$ 16,642,067</u>

AUDIT FUND REVENUE AND EXPENDITURES**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ -</u>	<u>\$ 67,700</u>	<u>0.0%</u>	<u>\$ 67,700</u>
MISCELLANEOUS				
Investment revenue	<u></u>	<u>50</u>	<u>0.0%</u>	<u>50</u>
Total Revenue	<u>-</u>	<u>67,750</u>	<u>0.0%</u>	<u>67,750</u>
Transfers in	<u></u>	<u>20,000</u>	<u>0.0%</u>	<u>20,000</u>
Total Revenue and Transfers in	<u><u>\$ -</u></u>	<u><u>\$ 87,750</u></u>	<u><u>0.0%</u></u>	<u><u>\$ 87,750</u></u>
EXPENDITURES				
By Program:				
Institutional Support				
Contractual services	<u><u>\$ -</u></u>	<u><u>\$ 82,400</u></u>	<u><u>0.0%</u></u>	<u><u>\$ 82,400</u></u>

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
8%
For 1 Month Ending July 31, 2017

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 744,600	0.0%	\$ 744,600
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	<u>\$ -</u>	<u>\$ 744,700</u>	<u>0.0%</u>	<u>\$ 744,700</u>
EXPENDITURES				
By Program:				
Instruction				
Employee benefits	\$ -	\$ 110,000	0.0%	\$ 110,000
Academic Support				
Employee benefits	-	15,500	0.0%	15,500
Student Services				
Employee benefits	-	18,000	0.0%	18,000
Public Service/Continuing Education				
Employee benefits	-	5,500	0.0%	5,500
Auxiliary Services				
Employee benefits	-	4,000	0.0%	4,000
Operations and Maintenance of Plant				
Employee benefits	-	19,000	0.0%	19,000
Institutional Support				
Employee benefits	-	55,000	0.0%	55,000
Contractual services	216,891	370,000	58.6%	153,109
Fixed charges	-	100,000	0.0%	100,000
Total Institutional Support	<u>216,891</u>	<u>525,000</u>	<u>41.3%</u>	<u>308,109</u>
Total Expenditures	<u>\$ 216,891</u>	<u>\$ 697,000</u>	<u>31.1%</u>	<u>\$ 480,109</u>

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ -</u>	<u>\$ 634,078</u>	<u>0.0%</u>	<u>\$ 634,078</u>
MISCELLANEOUS				
Investment revenue	<u>-</u>	<u>100</u>	<u>0.0%</u>	<u>100</u>
Total Revenue	<u><u>\$ -</u></u>	<u><u>\$ 634,178</u></u>	<u><u>0.0%</u></u>	<u><u>\$ 634,178</u></u>
EXPENDITURES				
By Program:				
Institutional Support				
Fixed charges	<u>\$ -</u>	<u>\$ 672,941</u>	<u>0.0%</u>	<u>\$ 672,941</u>
Total Expenditures	<u><u>\$ -</u></u>	<u><u>\$ 672,941</u></u>	<u><u>0.0%</u></u>	<u><u>\$ 672,941</u></u>

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
TRANSFERS IN	<u>\$ -</u>	<u>\$ 360,000</u>	<u>0.0%</u>	<u>\$ 360,000</u>
 EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Contractual services	\$ 1,760	\$ 350,000	0.5%	\$ 348,240
Capital outlay	<u>8,091</u>	<u>10,000</u>	<u>80.9%</u>	<u>1,909</u>
Total Operation and Maintenance of Plant	<u>9,851</u>	<u>360,000</u>	<u>2.7%</u>	<u>350,149</u>
 Total Expenditures	<u>\$ 9,851</u>	<u>\$ 360,000</u>	<u>2.7%</u>	<u>\$ 350,149</u>

AUXILIARY FUND REVENUE AND EXPENDITURES**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
SALES AND SERVICE FEES				
Bookstore	\$ 11,167	\$ 2,016,500	0.6%	\$ 2,005,333
Total Revenue	<u>\$ 11,167</u>	<u>\$ 2,016,500</u>	<u>0.6%</u>	<u>\$ 2,005,333</u>
EXPENDITURES				
By Program:				
Auxiliary Services				
Salaries	\$ 10,413	\$ 192,397	5.4%	\$ 181,984
Employee benefits	1,493	23,991	6.2%	22,498
Contractual services	11,416	16,000	71.4%	4,584
Material and supplies	4,191	1,781,550	0.2%	1,777,359
Conferences and meetings	-	3,000	0.0%	3,000
Total Auxiliary Services	<u>27,513</u>	<u>2,016,938</u>	<u>1.4%</u>	<u>1,989,425</u>
Total Expenditures	<u>\$ 27,513</u>	<u>\$ 2,016,938</u>	<u>1.4%</u>	<u>\$ 1,989,425</u>

WORKING CASH FUND REVENUE AND EXPENDITURES**8%****For 1 Month Ending July 31, 2017**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
OTHER SOURCES				
Investment revenue	\$ -	\$ 50,000	0.0%	\$ 50,000
Total Revenue	<u>\$ -</u>	<u>\$ 50,000</u>	<u>0.0%</u>	<u>\$ 50,000</u>
TRANSFERS OUT	<u>\$ -</u>	<u>\$ 50,000</u>	<u>0.0%</u>	<u>\$ 50,000</u>

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Melissa Mollett](#); [Maria Anderson](#)
Subject: FW: Action Item 8.3 for 9/18/17 Board Meeting
Date: Monday, September 11, 2017 11:35:20 AM
Attachments: [TR 7.31.17.pdf](#)

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR JULY 2017 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 [mailto:David.Gonzalez@cpagwa.com]
Sent: Monday, September 11, 2017 11:28 AM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: FW: Action Item 8.3 for 9/18/17 Board Meeting

[Ok to go to the Board](#)

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Morton College Treasurer's Report

Month Ending: July 31, 2017

<i>Institution</i>	<i>Purchased</i>	<i>Principal</i>	<i>Rate</i>	<i>Type</i>	<i>Maturity</i>
<i>Fifth Third, Cicero</i>	21-Feb-03	\$ 1,344.26	5.0000%	GNMA	15-Jan-18
	21-Feb-03	\$ -	5.5000%	GNMA	15-Jan-17
	1-May-06	\$ 618,774.49	0.0100%	Money Market	31-Jul-17
	Sum	<u>\$ 620,118.75</u>			
<i>The Illinois Funds, Springfield</i>	1-May-06	\$10,105,882.78	0.0100%	TIF Prime Fund	31-Jul-17
	Sum	<u>\$10,105,882.78</u>			
<i>Grand Total</i>		<u>\$10,726,001.53</u>			

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Melissa Mollett](#); [Maria Anderson](#)
Subject: FW: Action Item 8.1 for 9/18/17 Board Meeting
Date: Monday, September 11, 2017 11:34:44 AM
Attachments: [Board AS Totals 7.31.17.pdf](#)
[Check Register 7.31.17.pdf](#)
[DelGaldo Inv 7.31.17.pdf](#)
[Over 10K Jul 2017.pdf](#)
[Payroll 7-15-17.pdf](#)
[Payroll 7-31-17.pdf](#)

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JULY 2017 IN THE AMOUNT OF \$2,499,554 AND BUDGET TRANSFERS IN THE AMOUNT OF \$0 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 [mailto:David.Gonzalez@cpagwa.com]
Sent: Monday, September 11, 2017 11:27 AM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: FW: Action Item 8.1 for 9/18/17 Board Meeting

Ok to go to the Board.

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BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of July, 2017 be approved and/or ratified in the amount of \$2,499,554 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	07/31/2017	1,225,058
Payroll	07/15/2017	582,208
Payroll	07/31/2017	592,668
Student Refunds	07/31/2017	<u>87,269</u>
		2,487,203

O&M Restricted Fund (03)

Cash Disbursements -		
Monthly	07/31/2017	<u>12,351</u>
TOTAL ALL FUNDS		<u><u>\$2,499,554</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$0 be approved as outlined on the attached Journal No. 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 18th day of September by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

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
0065441	07/06/17	Recon	0000770	Dr. Maura A. Abrahamson	V0089046	06/28/17		855.38		855.38
								855.38		855.38
0065442	07/06/17	Recon	0001672	APCA	V0089157	07/05/17		269.00		269.00
								269.00		269.00
0065443	07/06/17	Outst	0187218	Berwyn North Dist 98	V0089207	06/30/17		55,237.20		55,237.20
								55,237.20		55,237.20
0065444	07/06/17	Outst	0186508	Berwyn South School Dist	V0089206	06/30/17		15,063.71		15,063.71
								15,063.71		15,063.71
0065445	07/06/17	Recon	0177121	Brookfield Zoo	V0089105	06/29/17		719.59		719.59
								719.59		719.59
0065446	07/06/17	Recon	0000995	Bureau Water/Sewer Town	V0089133	06/30/17		436.59		436.59
					V0089134	06/30/17		1,627.29		1,627.29
					V0089135	06/30/17		177.44		177.44
					V0089136	06/30/17		177.44		177.44
					V0089137	06/30/17		177.44		177.44
					V0089138	06/30/17		177.44		177.44
								2,773.64		2,773.64
0065447	07/06/17	Recon	0169533	Digital Pix Composites	V0089150	06/30/17		213.00		213.00
								213.00		213.00
0065448	07/06/17	Recon	0000735	Mr. Steven A. Duhon	V0089114	06/29/17		342.38		342.38
								342.38		342.38
0065449	07/06/17	Recon	0000838	Mrs. Brenda M. Garcia-Se	V0089141	07/05/17		167.50		167.50
								167.50		167.50
0065450	07/06/17	Recon	0000879	Mrs. Sylvia Garza	V0089111	06/29/17		80.21		80.21
								80.21		80.21
0065451	07/06/17	Recon	0000724	Dr. Brian R. Gilligan	V0089032	06/27/17		27.49		27.49
								27.49		27.49
0065452	07/06/17	Recon	0170244	Jonathan S. Gomez	V0089124	07/03/17		250.00		250.00

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
					V0089152	06/30/17		125.00		125.00
								375.00		375.00
0065453	07/06/17	Recon	0001626	Healthcare Service Corpo	V0089101	07/01/17		161,018.51		161,018.51
								161,018.51		161,018.51
0065454	07/06/17	Recon	0001065	IL Comm Col Risk Mgmt Co	V0089121	07/03/17		216,402.00		216,402.00
								216,402.00		216,402.00
0065455	07/06/17	Recon	0008864	Johnson County Community	V0088799	06/21/17		1,250.00		1,250.00
								1,250.00		1,250.00
0065456	07/06/17	Recon	0001775	Jostens	V0088948	06/26/17		522.67		522.67
					V0089113	06/29/17		274.04		274.04
								796.71		796.71
0065457	07/06/17	Recon	0000870	Dr. Michael D. Kasprowic	V0089042	06/27/17		786.50		786.50
								786.50		786.50
0065458	07/06/17	Recon	0158400	Ms Sharon Knickerbocker	V0088383	06/08/17		376.42		376.42
								376.42		376.42
0065459	07/06/17	Recon	0168592	Marsh USA, Inc.	V0089120	07/03/17		3,696.00		3,696.00
					V0089122	07/03/17		50.00		50.00
								3,746.00		3,746.00
0065460	07/06/17	Recon	0189726	National CineMedia, LLC	V0089125	07/03/17		9,977.00		9,977.00
								9,977.00		9,977.00
0065461	07/06/17	Recon	0001103	OADN	V0089118	07/03/17		50.00		50.00
								50.00		50.00
0065462	07/06/17	Recon	0002406	Paisans Pizza	V0088629	06/15/17		80.75		80.75
					V0088630	06/15/17		80.75		80.75
					V0088631	06/15/17		80.75		80.75
					V0089047	06/28/17		80.75		80.75
					V0089103	06/29/17		80.75		80.75
					V0089104	06/29/17		80.75		80.75
					V0089155	06/30/17		2,695.00		2,695.00
								3,179.50		3,179.50

08 Sep 2017
09:14

ACCOUNTS PAYABLE CHECK REGISTER
Period 07/01/2017 - 07/31/2017

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
0065477	07/13/17	Recon	0166304	A.W.E.S.O.M.E. Pest Serv	V0089241	06/30/17		930.50		930.50
0065478	07/13/17	Recon	0152533	AASLH	V0089238	07/10/17		240.00		240.00
0065479	07/13/17	Recon	0169947	American Alliance of Mus	V0089240	07/10/17		115.00		115.00
0065480	07/13/17	Recon	0000973	AT&T	V0089249	07/11/17		115.00		115.00
0065481	07/13/17	Recon	0001953	AT&T Mobility	V0089250	06/30/17		125.00		125.00
0065482	07/13/17	Recon	0001466	CAIRS	V0089329	07/11/17		518.67		518.67
0065483	07/13/17	Outst	0003104	Ms Hua Cao	V0089131	07/03/17		518.67		518.67
0065484	07/13/17	Recon	0152735	Cengage Learning/Gale	V0089236	07/10/17		144.20		144.20
0065485	07/13/17	Outst	0162406	Mrs. Irina V. Cline	V0089330	07/11/17		144.20		144.20
0065486	07/13/17	Recon	0168899	Dr. Ellen U. Crowe	V0089225	07/10/17		816.00		816.00
0065487	07/13/17	Recon	0001018	Delta Associates	V0089319	07/11/17		816.00		816.00
0065488	07/13/17	Recon	0001469	Diamond Graphics	V0089222	07/10/17		36.15		36.15
								300.00		300.00
								300.00		300.00
								96.47		96.47
								96.47		96.47
								500.00		500.00
								500.00		500.00
								840.00		840.00
								840.00		840.00
								6,175.00		6,175.00
								6,175.00		6,175.00

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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
0065489	07/13/17	Recon	0000917	Mr. Carlos M. Dominguez	V0089218	07/06/17		99.00		99.00
								99.00		99.00
0065490	07/13/17	Recon	0001508	EBSCO	V0089219	07/10/17		23,431.01		23,431.01
					V0089220	07/10/17		746.47		746.47
								24,177.48		24,177.48
0065491	07/13/17	Recon	0000724	Dr. Brian R. Gilligan	V0089262	07/11/17		22.00		22.00
								22.00		22.00
0065492	07/13/17	Recon	0001962	GW & Associates, PC	V0089352	06/30/17		8,000.00		8,000.00
								8,000.00		8,000.00
0065493	07/13/17	Outst	0000805	Mrs. Jamie M. Halmon	V0088296	06/06/17		12.21		12.21
								12.21		12.21
0065494	07/13/17	Outst	0000805	Mrs. Jamie M. Halmon	V0088297	06/06/17		7.19		7.19
								7.19		7.19
0065495	07/13/17	Recon	0182036	Ms Megan Jaeschke	V0089328	07/11/17		18.05		18.05
								18.05		18.05
0065496	07/13/17	Recon	0060105	Mr. Michael Jonas	V0089130	07/03/17		1,283.67		1,283.67
								1,283.67		1,283.67
0065497	07/13/17	Recon	0183140	MECO Consulting	V0089229	07/10/17		650.00		650.00
								650.00		650.00
0065498	07/13/17	Recon	0001270	NASPA	V0089335	07/12/17		242.00		242.00
								242.00		242.00
0065499	07/13/17	Outst	0177459	Neil Estrick Gallery, Ll	V0088461	06/13/17		100.00		100.00
								100.00		100.00
0065500	07/13/17	Recon	0184370	Res Publica Group	V0089224	07/10/17		4,000.00		4,000.00
								4,000.00		4,000.00
0065501	07/13/17	Recon	0058135	Harry E. Saalfeld	V0089221	06/30/17		115.00		115.00

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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
0065502	07/13/17	Recon	0002709	Mr. Derek C. Shouba	V0089227	07/10/17		115.00		115.00
					V0089228	07/10/17		346.41		346.41
								3,261.00		3,261.00
								3,607.41		3,607.41
0065503	07/13/17	Recon	0188908	Signco	V0089334	07/12/17		9,000.00		9,000.00
								9,000.00		9,000.00
0065504	07/13/17	Recon	0001161	State Univ Retirement Sy	V0089273	07/11/17		2,416.52		2,416.52
					V0089276	07/11/17		1,283.96		1,283.96
								3,700.48		3,700.48
0065505	07/13/17	Recon	0002889	Suburban Door Check & Lo	V0089242	06/30/17		188.00		188.00
								188.00		188.00
0065506	07/13/17	Recon	0177607	YBP Library Services	V0089243	06/30/17		513.60		513.60
								513.60		513.60
0065507	07/13/17	Recon	0001375	AXA Equitable Equi-Vest	V0089380	07/13/17		2,581.00		2,581.00
								2,581.00		2,581.00
0065508	07/13/17	Recon	0177469	Bright Start College Sav	V0089381	07/13/17		100.00		100.00
								100.00		100.00
0065509	07/13/17	Outst	0001422	CCCTU-Cope Fund	V0089382	07/13/17		185.00		185.00
								185.00		185.00
0065510	07/13/17	Recon	0001374	College & University Cre	V0089384	07/13/17		377.00		377.00
								377.00		377.00
0065511	07/13/17	Recon	0001371	Colonial Life & Accident	V0089385	07/13/17		12.00		12.00
								12.00		12.00
0065512	07/13/17	Recon	0188948	Consumer Financial Servi	V0089383	07/13/17		114.94		114.94
								114.94		114.94
0065513	07/13/17	Outst	0160763	Illinois Education Assoc	V0089387	07/13/17		43.52		43.52
								43.52		43.52

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
0065514	07/13/17	Outst	0001372	Morton College Teachers	V0089389	07/13/17		2,228.26		2,228.26
								2,228.26		2,228.26
0065515	07/13/17	Outst	0001372	Morton College Teachers	V0089390	07/13/17		1,686.84		1,686.84
								1,686.84		1,686.84
0065516	07/13/17	Recon	0189836	Michael R. Naughton	V0089391	07/13/17		252.99		252.99
								252.99		252.99
0065517	07/13/17	Recon	0001513	SEIU Local 73 Cope	V0089392	07/13/17		43.00		43.00
								43.00		43.00
0065518	07/13/17	Recon	0001373	Service Employees Intl U	V0089393	07/13/17		938.02		938.02
								938.02		938.02
0065519	07/13/17	Recon	0001563	State Disbursement Unit	V0089394	07/13/17		798.31		798.31
								798.31		798.31
0065520	07/13/17	Recon	0001161	State Univ Retirement Sy	V0089395	07/13/17		54,315.01		54,315.01
								54,315.01		54,315.01
0065521	07/13/17	Recon	0001370	TTAA-CREF	V0089386	07/13/17		1,294.04		1,294.04
					V0089396	07/13/17		4,969.88		4,969.88
								6,263.92		6,263.92
0065522	07/13/17	Recon	0183850	Transworld Systems Inc	V0089388	07/13/17		116.34		116.34
								116.34		116.34
0065523	07/13/17	Recon	0001376	VALIC	V0089397	07/13/17		1,237.71		1,237.71
								1,237.71		1,237.71
0065524	07/13/17	Recon	0179876	Voya Retirement Insuranc	V0089398	07/13/17		1,099.22		1,099.22
								1,099.22		1,099.22
0065525	07/13/17	Recon	0002105	Alfred G Ronan Ltd	V0089368	07/13/17	B0002181	8,000.00		8,000.00
								8,000.00		8,000.00

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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
0065526	07/13/17	Recon	0000977	Apple, Inc.	V0089190	06/30/17	P0005105	1,196.00		1,196.00
0065527	07/13/17	Recon	0001188	Aramark	V0089344	06/30/17	B0002063	34.99		34.99
0065528	07/13/17	Recon	0001401	AZ Commercial	V0089187	06/30/17	B0002129	9.74		9.74
					V0089188	06/30/17	B0002129	4.92		4.92
					V0089189	06/30/17	B0002129	19.20		19.20
0065529	07/13/17	Recon	0000983	B & H Photo-Video	V0089305	06/30/17	P0005145	220.79		220.79
					V0089308	06/30/17	P0005145	49.95		49.95
0065530	07/13/17	Recon	0001593	CDW-Government, Inc	V0089192	06/30/17	P0005124	2,272.65		2,272.65
					V0089193	06/30/17	P0005093	1,146.62		1,146.62
					V0089194	06/30/17	P0005134	909.06		909.06
0065531	07/13/17	Recon	0001645	The Center	V0089183	06/30/17	P0004965	4,328.33		4,328.33
0065532	07/13/17	Recon	0000961	Chicago Communication LL	V0089160	06/30/17	B0001934	165.00		165.00
0065533	07/13/17	Recon	0001713	Cicero Landscape Inc.	V0089342	06/30/17	B0002097	1,800.00		1,800.00
					V0089343	06/30/17	B0002043	700.00		700.00
0065534	07/13/17	Recon	0001195	Cintas Corporation	V0089357	06/30/17	B0002070	173.75		173.75
					V0089358	06/30/17	B0002070	221.82		221.82
					V0089359	06/30/17	B0002070	239.00		239.00
					V0089360	06/30/17	B0002070	328.79		328.79
0065535	07/13/17	Recon	0001752	Comcast Cable	V0089208	07/06/17	B0002163	963.36		963.36
0065536	07/13/17	Recon	0001676	Del Galdo Law Group, LLC	V0089296	06/30/17	B0002019	43.56		43.56
								6,615.60		6,615.60

08 Sep 2017
09:14

ACCOUNTS PAYABLE CHECK REGISTER
Period 07/01/2017 - 07/31/2017

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
0065537	07/13/17	Recon	0001019	Demco Inc	V0089309	06/30/17	P0005133	6,615.60		6,615.60
0065538	07/13/17	Recon	0170794	The Dot Net Factory	V0089304	07/11/17	P0005188	778.13		778.13
0065539	07/13/17	Recon	0001029	Fed Ex	V0089294	06/30/17	B0001969	778.13		778.13
								2,575.00		2,575.00
								2,575.00		2,575.00
								10.77		10.77
								10.77		10.77
0065540	07/13/17	Outst	0159121	Grammarly Inc.	V0089366	07/13/17	P0005198	7,400.00		7,400.00
								7,400.00		7,400.00
0065541	07/13/17	Recon	0001381	Home Depot/GECF	V0089126	07/03/17	B0002154	614.69		614.69
					V0089161	06/30/17	B0002154	20.00		20.00
								634.69		634.69
0065542	07/13/17	Recon	0001030	JC Licht, LLC	V0089325	07/11/17	B0002157	77.58		77.58
								77.58		77.58
0065543	07/13/17	Recon	0001890	Konica Minolta Bus Solut	V0089172	07/05/17	B0002100	64.47		64.47
					V0089179	06/30/17	B0002100	0.32		0.32
					V0089181	06/30/17	B0002100	1.51		1.51
					V0089290	06/30/17	B0002100	65.33		65.33
					V0089291	06/30/17	B0002100	38.01		38.01
					V0089292	06/30/17	B0002100	37.52		37.52
					V0089315	06/30/17	B0002100	14.26		14.26
								221.42		221.42
0065544	07/13/17	Recon	0002233	Konica Minolta Premier F	V0089293	07/11/17	B0002172	226.90		226.90
								226.90		226.90
0065545	07/13/17	Recon	0002233	Konica Minolta Premier F	V0089297	07/11/17	B0002172	140.00		140.00
								140.00		140.00
0065546	07/13/17	Recon	0002233	Konica Minolta Premier F	V0089295	07/11/17	B0002172	229.52		229.52
								229.52		229.52
0065547	07/13/17	Recon	0170385	Laerdal	V0089184	06/30/17	P0005180	715.00		715.00

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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
					V0089185	06/30/17	P0005181	8,059.51		8,059.51
					V0089186	06/30/17	P0005180	2,559.70		2,559.70
								11,334.21		11,334.21
0065548	07/13/17	Recon	0182207	Mesirow Insurance Serv	V0089298	07/11/17	B0002175	10,625.00		10,625.00
								10,625.00		10,625.00
0065549	07/13/17	Recon	0002877	Nyhan & Friends Limited	V0089369	07/13/17	B0002180	2,250.00		2,250.00
								2,250.00		2,250.00
0065550	07/13/17	Recon	0001122	Office Depot	V0089174	06/30/17	B0002143	54.43		54.43
					V0089175	06/30/17	B0002143	117.90		117.90
					V0089176	06/30/17	B0002086	3.01		3.01
					V0089177	06/30/17	B0002086	167.58		167.58
					V0089180	06/30/17	B0002086	16.89		16.89
					V0089316	06/30/17	B0001990	19.99		19.99
					V0089317	06/30/17	B0002086	43.72		43.72
					V0089318	06/30/17	B0002086	85.55		85.55
					V0089320	06/30/17	P0005166	7.29		7.29
					V0089321	06/30/17	P0005166	36.87		36.87
					V0089322	06/30/17	P0005166	161.99		161.99
					V0089323	06/30/17	B0001990	47.25		47.25
								762.47		762.47
0065551	07/13/17	Recon	0159317	PCM Sales, Inc	V0089195	06/30/17	P0005165	252.71		252.71
								252.71		252.71
0065552	07/13/17	Recon	0187516	Phillips Air Compressor	V0089191	06/30/17	P0005147	7,467.00		7,467.00
								7,467.00		7,467.00
0065553	07/13/17	Recon	0002805	Pitney Bowes Inc	V0089182	06/30/17	B0001994	401.58		401.58
								401.58		401.58
0065554	07/13/17	Recon	0001835	Ray O'Herron Co. of Oakb	V0089154	06/30/17	B0001938	123.86		123.86
					V0089164	06/30/17	B0001938	32.99		32.99
					V0089165	06/30/17	B0001938	159.98		159.98
					V0089166	06/30/17	B0001938	33.98		33.98
					V0089167	06/30/17	B0001938	71.98		71.98
					V0089168	06/30/17	B0001938	447.18		447.18
								869.97		869.97
0065555	07/13/17	Recon	0002411	Republic Services #710	V0089346	06/30/17	B0002039	604.72		604.72

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0065556	07/13/17	Recon	0001156	Smithereen Exterminating	V0089204	07/05/17	B0002159	604.72		604.72
0065557	07/13/17	Recon	0157227	Staples Advantage	V0089171	06/30/17	B0002144	79.00		79.00
					V0089173	06/30/17	B0001959	222.69		222.69
					V0089197	06/30/17	P0005127	39.98		39.98
					V0089198	06/30/17	P0005127	359.97		359.97
					V0089199	06/30/17	P0005127	172.12		172.12
					V0089200	06/30/17	P0005163	253.11		253.11
					V0089201	06/30/17	P0005163	134.67		134.67
					V0089202	06/30/17	P0005175	863.91		863.91
					V0089203	06/30/17	P0005163	55.90		55.90
					V0089324	06/30/17	B0002075	58.51		58.51
								2,239.86		2,239.86
0065558	07/13/17	Recon	0001880	SWC Technology Partners	V0089303	07/11/17	P0005190	1,655.00		1,655.00
								1,655.00		1,655.00
0065559	07/13/17	Outst	0162104	Theatrical Rights Worldw	V0089367	07/13/17	P0005199	2,406.00		2,406.00
								2,406.00		2,406.00
0065560	07/13/17	Recon	0001174	Veritiv Operating Compan	V0089361	07/12/17	B0002166	1,240.00		1,240.00
								1,240.00		1,240.00
0065561	07/13/17	Recon	0001406	Wex Bank	V0089289	06/30/17	B0002152	542.19		542.19
								542.19		542.19
0065562	07/13/17	Recon	0177607	YBP Library Services	V0089310	06/30/17	B0001932	69.62		69.62
					V0089311	06/30/17	B0001932	86.24		86.24
					V0089312	06/30/17	B0001932	49.54		49.54
					V0089313	06/30/17	B0001932	89.34		89.34
					V0089314	06/30/17	B0001932	333.49		333.49
								628.23		628.23
0065743	07/17/17	Recon	0189836	Michael R. Naughton	V0089414	06/30/17		505.98		505.98
								505.98		505.98
0065744	07/19/17	Recon	0188213	First Midwest Bank	V0088264	06/05/17		500.00		500.00
					V0088420	06/08/17	P0005115	185.90		185.90
					V0089209	06/30/17	P0005117	906.68		906.68

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0065751	07/20/17	Outst	0169985	Adam Lange Consulting	V0089210	06/30/17	P0005164	587.44		587.44
					V0089212	06/30/17	P0005184	10,153.68		10,153.68
					V0089213	06/30/17	P0005153	202.10		202.10
					V0089214	06/30/17	P0005170	148.50		148.50
					V0089215	06/30/17	P0005142	497.00		497.00
					V0089216	06/30/17	P0005154	306.60		306.60
					V0089278	06/30/17	P0005140	497.90		497.90
					V0089299	06/30/17	P0005149	68.46		68.46
					V0089300	06/30/17	P0005177	1,326.18		1,326.18
					V0089301	06/30/17	P0005169	842.08		842.08
					V0089345	06/30/17		870.31		870.31
					V0089637	06/30/17		1,303.63		1,303.63
					V0089647	06/15/17		678.61		678.61
					V0089683	07/18/17		300.00		300.00
								19,375.07		19,375.07
0065751	07/20/17	Outst	0169985	Adam Lange Consulting	V0089643	07/17/17		210.00		210.00
								210.00		210.00
0065752	07/20/17	Recon	0001283	Allied Benefit Systems I	V0089625	07/17/17		385.77		385.77
								385.77		385.77
0065753	07/20/17	Recon	0001490	Arc One Electric	V0089626	06/30/17		950.00		950.00
					V0089627	06/30/17		950.00		950.00
								1,900.00		1,900.00
0065754	07/20/17	Recon	0189921	Anthony T. Bertuca	V0089706	07/19/17		500.00		500.00
								500.00		500.00
0065755	07/20/17	Outst	0001466	CAIRS	V0089716	07/19/17		816.00		816.00
								816.00		816.00
0065756	07/20/17	Recon	0166674	CALLONE	V0089650	07/17/17		2,737.54		2,737.54
								2,737.54		2,737.54
0065757	07/20/17	Recon	0001107	Centerpoint Energy Svcs	V0089649	06/30/17		1,270.50		1,270.50
								1,270.50		1,270.50
0065758	07/20/17	Recon	0001195	Cintas Corporation	V0089418	06/30/17		350.00		350.00
								350.00		350.00

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0065759	07/20/17	Outst	0002933	Ms. Marilyn R. Craig	V0089349	07/12/17		1,200.00		1,200.00
								1,200.00		1,200.00
0065760	07/20/17	Recon	0001895	Delta Dental of Illinois	V0089633	07/17/17		8,981.20		8,981.20
								8,981.20		8,981.20
0065761	07/20/17	Recon	0001469	Diamond Graphics	V0089415 V0089707	07/13/17 07/19/17		625.00 415.00		625.00 415.00
								1,040.00		1,040.00
0065762	07/20/17	Recon	0157592	First Communications	V0089675	07/18/17		865.20		865.20
								865.20		865.20
0065763	07/20/17	Recon	0001068	ILLCO, Inc.	V0089641 V0089642	07/17/17 07/17/17		850.00 105.00		850.00 105.00
								955.00		955.00
0065764	07/20/17	Recon	0002045	International Clinical E	V0089632	07/17/17		598.00		598.00
								598.00		598.00
0065765	07/20/17	Recon	0182036	Ms Megan Jaeschke	V0089646	07/17/17		31.68		31.68
								31.68		31.68
0065766	07/20/17	Recon	0173034	Ms Nadja James	V0089639	07/17/17		1,859.21		1,859.21
								1,859.21		1,859.21
0065767	07/20/17	Recon	0175770	Kerry Masonry & Roofing	V0089673	07/18/17		1,000.00		1,000.00
								1,000.00		1,000.00
0065768	07/20/17	Outst	0003023	Ms. Karen Latham-William	V0089347	07/12/17		70.44		70.44
								70.44		70.44
0065769	07/20/17	Recon	0001093	MIDCO Inc	V0089640	07/17/17		262.50		262.50
								262.50		262.50
0065770	07/20/17	Outst	0001106	NACS	V0089670	07/17/17		550.00		550.00
								550.00		550.00

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0065771	07/20/17	Outst	0184841	New Vision HR, Consultin	V0087374	04/21/17		480.00		480.00
0065772	07/20/17	Recon	0001246	O'Reilly's Flowers & Par	V0089713	07/19/17		1,017.75		1,017.75
0065773	07/20/17	Recon	0002406	Paisans Pizza	V0089712	07/19/17		1,017.75		1,017.75
0065774	07/20/17	Recon	0002777	ProQuest LLC	V0089636	07/17/17		2,225.00		2,225.00
0065775	07/20/17	Recon	0002411	Republic Services #710	V0089409	06/30/17		2,225.00		2,225.00
0065776	07/20/17	Outst	0003042	Mr. Michael F. Rohl	V0089711	07/19/17		4,820.00		4,820.00
0065777	07/20/17	Outst	0001279	SkillPath Seminars	V0089407	07/13/17		4,820.00		4,820.00
0065778	07/20/17	Recon	0003155	Mr. Thomas R. Spoleti	V0089350	07/12/17		2,530.87		2,530.87
0065779	07/20/17	Outst	0002889	Suburban Door Check & Lo	V0089674	07/18/17		30.46		30.46
0065780	07/20/17	Recon	0001923	U of I Payment Center	V0089635	07/17/17		30.46		30.46
0065781	07/20/17	Recon	0001799	United State Postal Serv	V0089723	07/20/17		695.00		695.00
0065782	07/20/17	Recon	0000886	Mrs. Maria G. Vargas	V0089714	07/19/17		1,200.00		1,200.00
0065783	07/20/17	Outst	0001824	Waukegan Roofing Co., In	V0089408	06/30/17		1,200.00		1,200.00
								694.75		694.75
								10,275.00		10,275.00
								10,275.00		10,275.00
								5,000.00		5,000.00
								5,000.00		5,000.00
								66.23		66.23
								66.23		66.23
								1,325.00		1,325.00
								1,325.00		1,325.00

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0065784	07/27/17	Outst	0178238	Agera Energy	V0089715	07/19/17		39,359.90		39,359.90
								39,359.90		39,359.90
0065785	07/27/17	Outst	0001490	Arc One Electric	V0089733 V0089751	07/20/17 07/25/17		484.40 2,110.00		484.40 2,110.00
								2,594.40		2,594.40
0065786	07/27/17	Outst	0010228	Aurora University	V0089730	07/20/17		250.00		250.00
								250.00		250.00
0065787	07/27/17	Outst	0166207	BSA	V0089735	07/20/17		375.08		375.08
								375.08		375.08
0065788	07/27/17	Outst	0156325	Cambridge Business Publi	V0089644	07/17/17		3,100.00		3,100.00
								3,100.00		3,100.00
0065789	07/27/17	Recon	0001107	Centerpoint Energy Svcs	V0089821	06/30/17		1,270.50		1,270.50
55								1,270.50		1,270.50
0065790	07/27/17	Outst	0001013	ComEd	V0089746 V0089750	07/24/17 06/30/17		8,002.72 8,002.71		8,002.72 8,002.71
								16,005.43		16,005.43
0065791	07/27/17	Outst	0176750	ComputerWorks of Chicago	V0089668	07/17/17		5,349.35		5,349.35
								5,349.35		5,349.35
0065792	07/27/17	Recon	0001791	Filter Services Inc	V0089732	07/20/17		1,251.00		1,251.00
								1,251.00		1,251.00
0065793	07/27/17	Recon	0007936	Ford Motor Company	V0089754	07/25/17		450.00		450.00
								450.00		450.00
0065794	07/27/17	Recon	0000724	Dr. Brian R. Gilligan	V0089827	07/26/17		99.00		99.00
								99.00		99.00
0065795	07/27/17	Recon	0001001	Got Laundry Chicago?, In	V0089767	07/25/17		114.00		114.00
								114.00		114.00

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0065796	07/27/17	Outst	0001626	Healthcare Service Corpo	V0089740	07/24/17		160,064.59		160,064.59
								160,064.59		160,064.59
0065797	07/27/17	Outst	0158252	ICCSAA	V0089748	07/24/17		100.00		100.00
								100.00		100.00
0065798	07/27/17	Recon	0001775	Jostens	V0089737	06/30/17		8.84		8.84
					V0089738	06/30/17		512.72		512.72
								521.56		521.56
0065799	07/27/17	Recon	0168592	Marsh USA, Inc.	V0089781	07/25/17		1,648.00		1,648.00
								1,648.00		1,648.00
0065800	07/27/17	Outst	0002391	McCarthy Ford of N. Rive	V0089726	07/20/17		40.08		40.08
								40.08		40.08
0065801	07/27/17	Outst	0002804	Metro Garage Inc	V0089747	07/24/17		255.00		255.00
								255.00		255.00
0065802	07/27/17	Recon	0001093	MIDCO Inc	V0089734	07/20/17		889.57		889.57
								889.57		889.57
0065803	07/27/17	Outst	0002699	Modity Inc	V0089727	07/20/17		99.71		99.71
								99.71		99.71
0065804	07/27/17	Outst	0001352	NACADA	V0089248	07/11/17		65.00		65.00
								65.00		65.00
0065805	07/27/17	Outst	0007881	NAFSA	V0089758	07/25/17		459.00		459.00
								459.00		459.00
0065806	07/27/17	Recon	0156097	Official Payments Corpor	V0089722	06/30/17		2,774.80		2,774.80
								2,774.80		2,774.80
0065807	07/27/17	Outst	0189933	Roberto B. Olvera	V0089753	07/25/17		864.00		864.00
								864.00		864.00
0065808	07/27/17	Outst	0002406	Paisans Pizza	V0089700	07/19/17		80.75		80.75

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0065809	07/27/17	Outst	0001909	Reliance Standard Life I	V0089701	07/19/17		80.75		80.75
					V0089702	07/19/17		80.75		80.75
					V0089703	07/19/17		80.75		80.75
					V0089704	07/19/17		85.00		85.00
					V0089705	07/19/17		80.75		80.75
					V0089736	07/20/17		80.75		80.75
								569.50		569.50
0065809	07/27/17	Outst	0001909	Reliance Standard Life I	V0089634	06/30/17		7,224.43		7,224.43
								7,224.43		7,224.43
0065810	07/27/17	Outst	0000897	Mr. Donald A. Sykora	V0089814	07/25/17		1,183.91		1,183.91
								1,183.91		1,183.91
0065811	07/27/17	Outst	0176692	Trimdata Corp	V0089669	07/17/17		6,067.00		6,067.00
								6,067.00		6,067.00
0065812	07/27/17	Outst	0167490	Tripoli Painting	V0089710	07/19/17		1,760.00		1,760.00
								1,760.00		1,760.00
0065813	07/27/17	Outst	0002095	Trugreen	V0089731	07/20/17		1,400.00		1,400.00
								1,400.00		1,400.00
0065814	07/27/17	Recon	0001390	Unum Life Ins Co of Amer	V0089742	07/24/17		383.80		383.80
								383.80		383.80
0065815	07/27/17	Void	0000974	Verizon Wireless						
0065816	07/27/17	Outst	0001327	Vision Service Plan	V0089741	07/24/17		1,606.28		1,606.28
								1,606.28		1,606.28
0065817	07/27/17	Outst	0001186	Waubensee Community Coll	V0089729	07/20/17		200.00		200.00
								200.00		200.00
0065830	07/31/17	Outst	0190089	3OE Solutions	V0089873	07/31/17	B0002202	6,850.00		6,850.00
								6,850.00		6,850.00
0065831	07/31/17	Outst	0013221	4IMPRINT	V0089354	06/30/17		716.09		-716.09
					V0089696	06/30/17	P0004966	932.95		932.95
								216.86		216.86

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0065832	07/31/17	Outst	0166304	A.W.E.S.O.M.E. Pest Serv	V0089868	07/31/17	B0002187	240.00		240.00
								240.00		240.00
0065833	07/31/17	Outst	0185979	Anne Althoff	V0089654	06/30/17	B0002064	300.00		300.00
								300.00		300.00
0065834	07/31/17	Outst	0188188	Amazon Capital Services	V0089697	07/18/17	B0002189	8.94		8.94
					V0089698	07/18/17	B0002189	8.99		8.99
					V0089798	07/25/17	B0002195	45.00		45.00
					V0089799	07/25/17	B0002195	233.31		233.31
					V0089800	07/25/17	B0002195	389.00		389.00
					V0089801	07/25/17	B0002195	89.50		89.50
					V0089802	07/25/17	B0002189	53.76		53.76
					V0089803	07/25/17	B0002189	8.94		8.94
					V0089804	07/25/17	B0002189	9.20		9.20
					V0089805	07/25/17	B0002189	2.50		-2.50
					V0089806	07/25/17	B0002189	8.98		8.98
					V0089807	07/25/17	B0002189	6.50		6.50
					V0089808	07/25/17	B0002189	6.98		6.98
					V0089809	07/25/17	B0002189	6.50		6.50
					V0089810	07/25/17	B0002189	17.60		17.60
					V0089811	07/25/17	B0002189	11.49		11.49
					V0089857	07/27/17	B0002189	9.94		9.94
					V0089858	07/31/17	B0002189	6.99		6.99
					V0089859	07/31/17	B0002189	8.24		8.24
					V0089860	07/31/17	B0002189	8.97		8.97
								936.33		936.33
0065835	07/31/17	Outst	0000977	Apple, Inc.	V0089843	06/30/17	P0005106	268.00		268.00
					V0089844	06/30/17	P0005106	297.00		297.00
					V0089845	06/30/17	P0005106	1,158.00		1,158.00
					V0089847	06/30/17		792.00		-792.00
								931.00		931.00
0065836	07/31/17	Outst	0001953	At&T Mobility	V0089709	06/30/17	B0002056	99.19		99.19
								99.19		99.19
0065837	07/31/17	Outst	0000985	Berwyn Ace Hardware	V0089864	06/30/17	B0002110	148.55		148.55
								148.55		148.55
0065838	07/31/17	Outst	0001466	CAIRS	V0089850	07/27/17	B0002198	4,182.00		4,182.00
								4,182.00		4,182.00

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
0065839	07/31/17	Outst	0001593	CDW-Government, Inc	V0089659	07/17/17	B0002155	288.28		288.28
					V0089787	07/25/17	P0005203	90.99		90.99
					V0089788	07/25/17	B0002167	90.76		90.76
					V0089789	07/25/17	B0002167	17.16		17.16
								487.19		487.19
0065840	07/31/17	Outst	0158290	Coast to Coast Computer	V0089663	07/17/17	B0002156	354.00		354.00
					V0089667	07/17/17	B0002156	2,283.00		2,283.00
					V0089760	07/25/17	B0002156	124.00		124.00
					V0089854	07/27/17	B0002156	2,258.00		2,258.00
								5,019.00		5,019.00
0065841	07/31/17	Outst	0001752	Comcast Cable	V0089867	07/31/17	B0002163	34.07		34.07
								34.07		34.07
0065842	07/31/17	Outst	0000989	Dick Blick	V0089664	06/30/17	B0002148	77.20		77.20
					V0089665	06/30/17	B0002148	20.36		20.36
								97.56		97.56
0065843	07/31/17	Outst	0001029	Fed Ex	V0089796	07/25/17	B0002197	21.00		21.00
					V0089849	07/27/17	B0002197	24.72		24.72
								45.72		45.72
0065844	07/31/17	Outst	0001034	Flinn Scientific Inc	V0089856	07/27/17	P0005217	1,223.98		1,223.98
								1,223.98		1,223.98
0065845	07/31/17	Outst	0001047	Grainger Inc.	V0089656	06/30/17	P0005182	1,023.00		1,023.00
					V0089657	06/30/17	P0005183	1,082.00		1,082.00
								2,105.00		2,105.00
0065846	07/31/17	Outst	0155715	IL Dept of Innovation &	V0089835	07/27/17	B0002173	943.82		943.82
								943.82		943.82
0065847	07/31/17	Outst	0001030	JC Licht, LLC	V0089851	06/30/17	B0002113	37.96		37.96
								37.96		37.96
0065848	07/31/17	Outst	0175770	Kerry Masonry & Roofing	V0089695	06/30/17	B0002136	2,500.00		2,500.00
								2,500.00		2,500.00
0065849	07/31/17	Outst	0001890	Konica Minolta Bus Solut	V0089655	06/30/17	B0002100	50.74		50.74

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
					V0089658	06/30/17	B0002100	12.21		12.21
					V0089779	06/30/17	B0002100	257.32		257.32
					V0089785	07/25/17	B0002171	65.16		65.16
					V0089791	06/30/17	B0002100	201.62		201.62
					V0089794	07/25/17	B0002171	4.29		4.29
								591.34		591.34
0065850	07/31/17	Outst	0002233	Konica Minolta Premier F	V0089792	07/25/17	B0002172	2,055.01		2,055.01
								2,055.01		2,055.01
0065851	07/31/17	Outst	0002233	Konica Minolta Premier F	V0089793	07/25/17	B0002172	209.02		209.02
								209.02		209.02
0065852	07/31/17	Outst	0002233	Konica Minolta Premier F	V0089795	07/25/17	B0002172	206.88		206.88
								206.88		206.88
0065853	07/31/17	Outst	0001763	Mecor, Inc.	V0089797	06/30/17	B0002082	128.18		128.18
								128.18		128.18
0065854	07/31/17	Outst	0189528	Med Mart	V0089759	06/30/17	P0005158	2,799.00		2,799.00
								2,799.00		2,799.00
0065855	07/31/17	Outst	0001289	Menards	V0089662	07/17/17	B0002160	169.21		169.21
					V0089761	07/25/17	B0002160	392.88		392.88
								562.09		562.09
0065856	07/31/17	Outst	0002680	Midwest HRS LLC	V0089836	07/27/17	B0002200	360.00		360.00
								360.00		360.00
0065857	07/31/17	Outst	0156243	Nasco	V0089874	07/31/17	P0005189	640.69		640.69
								640.69		640.69
0065858	07/31/17	Outst	0002877	Nyhan & Friends Limited	V0089840	07/27/17	B0002180	2,250.00		2,250.00
								2,250.00		2,250.00
0065859	07/31/17	Outst	0001122	Office Depot	V0089690	06/30/17	B0002086	110.30		110.30
					V0089692	06/30/17	B0002125	12.99		12.99
					V0089782	07/25/17	B0002176	52.62		52.62
					V0089783	07/25/17	B0002176	3.84		3.84
					V0089784	07/25/17	B0002176	17.99		17.99

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
0065873	07/31/17	Void	0160763	Illinois Education Assoc				12.00		12.00
0065874	07/31/17	Outst	0001372	Morton College Teachers	V0089890	07/31/17		1,686.84		1,686.84
0065875	07/31/17	Outst	0001372	Morton College Teachers	V0089889	07/31/17		1,686.84		1,686.84
0065876	07/31/17	Outst	0001513	SEIU Local 73 Cope	V0089891	07/31/17		43.00		43.00
0065877	07/31/17	Outst	0001373	Service Employees Intl U	V0089892	07/31/17		880.48		880.48
0065878	07/31/17	Outst	0001563	State Disbursement Unit	V0089893	07/31/17		98.14		98.14
0065879	07/31/17	Outst	0001161	State Univ Retirement Sy	V0089895	07/31/17		1,008.66		1,008.66
0065880	07/31/17	Outst	0001370	TTAA-CREF	V0089886	07/31/17		1,106.80		1,106.80
0065881	07/31/17	Outst	0183850	Transworld Systems Inc	V0089888	07/31/17		55,297.56		55,297.56
0065882	07/31/17	Outst	0001376	VALIC	V0089897	07/31/17		55,297.56		55,297.56
0065883	07/31/17	Outst	0179876	Voya Retirement Insuranc	V0089898	07/31/17		1,294.04		1,294.04
E0001768	07/05/17	Outst	0000915	Ms Cheryl L. Bulat	V0088547	06/14/17		4,969.88		4,969.88
					V0088866	06/22/17		6,263.92		6,263.92
								116.34		116.34
								1,237.71		1,237.71
								1,237.71		1,237.71
								1,120.88		1,120.88
								1,120.88		1,120.88
								1,309.70		1,309.70
								212.10		212.10
								1,521.80		1,521.80

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
E0001769	07/05/17	Outst	0079155	Dr. Stanley S. Fields	V0089056 V0089077	06/28/17 06/28/17		21.47 98.51		21.47 98.51
								119.98		119.98
E0001770	07/05/17	Outst	0000822	Mrs. Blanca H. Martinez	V0089132	06/30/17		796.67		796.67
								796.67		796.67
E0001771	07/05/17	Outst	0000842	Ms Marlene Soto	V0089142	07/05/17		167.50		167.50
								167.50		167.50
E0001772	07/05/17	Outst	0000808	Ms. Marisol Velazquez	V0089145	07/05/17		2,943.75		2,943.75
								2,943.75		2,943.75
E0001773	07/12/17	Outst	0166318	Cummings Consulting	V0089356	07/12/17	B0002179	4,000.00		4,000.00
								4,000.00		4,000.00
E0001774	07/12/17	Outst	0178376	Mr. Joseph J. Belcaster	V0089205	07/05/17		470.00		470.00
								470.00		470.00
E0001775	07/12/17	Outst	0002876	Ms Evelyn Jaquez	V0089327	07/11/17		32.85		32.85
								32.85		32.85
E0001776	07/12/17	Outst	0107686	Mrs. Blanca E. Jara	V0089123	07/03/17		41.78		41.78
								41.78		41.78
E0001777	07/12/17	Outst	0165341	Mrs. Jennifer Klementzos	V0089247	06/30/17		1,296.63		1,296.63
								1,296.63		1,296.63
E0001778	07/12/17	Outst	0000004	Mr. Micheal A. Kott	V0089226	06/30/17		770.14		770.14
								770.14		770.14
E0001819	07/19/17	Outst	0178376	Mr. Joseph J. Belcaster	V0089685	07/18/17		3,000.00		3,000.00
								3,000.00		3,000.00
E0001820	07/19/17	Outst	0079155	Dr. Stanley S. Fields	V0089684	07/18/17		77.43		77.43
								77.43		77.43
E0001823	07/26/17	Outst	0168948	Mr. Anthony Ray	V0089815	07/26/17		288.13		288.13
								288.13		288.13

08 Sep 2017
09:14

ACCOUNTS PAYABLE CHECK REGISTER
Period 07/01/2017 - 07/31/2017

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
E0001824	07/26/17	Outst	0000808	Ms. Marisol Velazquez	V0089816	07/26/17		288.13		288.13
E0001825	07/26/17	Outst	0181015	Terry L Elliott LLC	V0089717	07/19/17		1,604.39		1,604.39
					V0089718	07/19/17		35.67		35.67
					V0089719	07/19/17		52.08		52.08
E0001826	07/27/17	Outst	0166318	Cummings Consulting	V0089652	07/17/17	B0002179	4,000.00		4,000.00
								4,000.00		4,000.00
								1,237,408.65		1,237,408.65

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-2300000000	General : Accounts Payable	1,237,408.65	0.00
	01-0000-00000-1100000000	General : Cash	0.00	1,237,408.65
			1,237,408.65	1,237,408.65

Del Galdo Law Group, LLC

Attorneys & Counselors

1441 S. Harlem Avenue

Berwyn, Illinois 60402

Phone 708-222-7000 Fax 708-222-7001

✓ 89296

June 30, 2017

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

Re: Statement for Professional Services

Morton Community College District #527

June 1, 2017 - June 30, 2017

Tax I.D. 26-0205380

Invoice # 19530

Dear Dr. Fields:

B2019.

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	\$9,920.00
CURRENT FEES	\$6,600.00
CURRENT EXPENSES	\$15.60
TOTAL CURRENT FEES AND EXPENSES	\$6,615.60
TOTAL AMOUNT OF CURRENT STATEMENT	\$6,615.60

TOTAL DUE THIS INVOICE:	\$6,615.60
TOTAL FOR PREVIOUS BALANCE:	\$9,920.00
LESS PAYMENTS AND ADJUSTMENTS:	(\$9,920.00)
TOTAL BALANCE DUE:	<u>\$6,615.60</u>

PAID

CHK. NO. 65536
DATE 7/13/17

Invoiced Approved

JUL 13 2017

BY _____

**Morton College
Over 10K Report
July 2017**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Agera Energy	7/27/2017	0065784	EXEMPT	\$39,359.90	Electricity Usage-UTILITY SERVICE
Bermyn North Dist 98	7/6/2017	0065443	2/22/2017	\$55,237.20	PEG Expenses June 2017
Bermyn South School Dist. 100	7/6/2017	0065444	2/22/2017	\$15,063.71	PEG Expenses June 2017
CARLI	7/20/2017	0065780	5/23/2017	\$10,275.00	FY18 Membership/Assesment Fee
Comed	7/27/2017	0065790	EXEMPT	\$16,005.43	Electricity Usage-UTILITY SERVICE
EBSCO	7/13/2017	0065490	5/23/2017	\$24,177.48	Journal/Periodical Subscription Renewal 2018
First Midwest Bank	7/19/2017	0065744	EXEMPT	\$19,375.07	Assessing Barriers to Edu/Various Expenses
Healthcare Service Corporation	7/6/2017	0065453	EXEMPT	\$161,018.51	BCBS-Medical Insurance
Healthcare Service Corporation	7/27/2017	0065796	EXEMPT	\$160,064.59	BCBS-Medical Insurance
Il Comm Col Risk Mgmt Consort	7/6/2017	0065454	6/26/2017	\$216,402.00	FY2018 Liability Insurance
Laerdal	7/13/2017	0065547	EXEMPT	\$11,334.21	Automatic Delivery Module
Mesrow Insurance Services, Inc	7/13/2017	0065548	4/26/2017	\$10,625.00	service fee `
State Univ Retirement Systems	7/13/2017	0065520	EXEMPT	\$54,315.01	Payroll Deductions
State Univ Retirement Systems	7/31/2017	0065879	EXEMPT	\$55,297.56	Payroll Deductions
TIAA-CREF	7/13/2017	0065521	EXEMPT	\$6,263.92	Payroll Deductions
TIAA-CREF	7/31/2017	0065880	EXEMPT	\$6,263.92	Payroll Deductions
Triton College	7/6/2017	0065468	EXEMPT	\$14,913.34	chargeback spring 2017
Turnitin, LLC	7/31/2017	0065865	EXEMPT	\$10,638.30	Campus Fee
Victory Media Group LTD	7/6/2017	0065471	7/25/2016	\$33,365.00	Advertising
			Total Paid	919,995.15	

Morton College - Payroll Register - Period Ending July 15, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0002980	Abate, Nannette	\$932.76
7/15/2017	0000770	Abrahamson, Maura	\$7,026.22
7/15/2017	0000835	Alcala, Sandra	\$2,217.33
7/15/2017	0003069	Alexandru, Vica	\$695.91
7/15/2017	0163519	Almanza, Marcy	\$112.20
7/15/2017	0032609	Almeida, Ricardo	\$1,943.04
7/15/2017	0003324	Alonso, Erika	\$1,541.58
7/15/2017	0000809	Alonso, Hernan	\$1,429.88
7/15/2017	0181767	Anderson, Maria	\$3,218.75
7/15/2017	0000749	Angelilli, Jennifer	\$2,104.17
7/15/2017	0166664	Aquino, James	\$3,192.21
7/15/2017	0007899	Arias, Carolyn	\$599.45
7/15/2017	0019085	Arzola, Nereida	\$1,743.83
7/15/2017	0003071	Ashraf, Mohammad	\$1,069.30
7/15/2017	0000799	Avalos-Thompson, Marlena	\$3,249.92
7/15/2017	0000873	Baffa, John	\$3,594.58
7/15/2017	0000946	Baffa, Valerie	\$3,594.58
7/15/2017	0000740	Banda, Magda	\$3,364.92
7/15/2017	0000781	Barajas, Sandra	\$1,628.29
7/15/2017	0173111	Barnes, Beth	\$509.70
7/15/2017	0000858	Barone, Roxanne	\$2,281.83
7/15/2017	0176458	Beacham, John	\$478.69
7/15/2017	0003075	Behling, William	\$1,097.08
7/15/2017	0178376	Belcaster, Joseph	\$2,145.83
7/15/2017	0000750	Belcaster, Nicholas	\$1,562.42
7/15/2017	0003076	Bell, Lynn	\$443.41
7/15/2017	0003078	Bernstein, Arnie	\$521.93
7/15/2017	0000830	Berthiaume, Maria	\$887.52
7/15/2017	0066045	Bilotto, Eugene	\$610.96
7/15/2017	0000845	Bluemer, Judy	\$6,461.42
7/15/2017	0000918	Bonin, Eileen	\$2,030.33
7/15/2017	0102219	Boyajian, Mark	\$275.36
7/15/2017	0076654	Bradley, Adam	\$1,454.04
7/15/2017	0157079	Brasher, Stephen	\$498.65
7/15/2017	0002984	Bridges, Maureen	\$770.73
7/15/2017	0000915	Bulat, Cheryl	\$4,385.54
7/15/2017	0156441	Campbell, Dana	\$1,138.58
7/15/2017	0156655	Cappetta, Leilani	\$1,710.88
7/15/2017	0153590	Carroll, Don	\$498.65
7/15/2017	0166183	Casas, Nicholas	\$1,952.83

Morton College - Payroll Register - Period Ending July 15, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0000924	Casey, Craig	\$8,342.08
7/15/2017	0000829	Casey, Robert	\$5,403.29
7/15/2017	0002990	Castillo, Carolina	\$1,743.83
7/15/2017	0003193	Chang, Stephen	\$713.31
7/15/2017	0000884	Cienfuegos, Lillian	\$2,050.33
7/15/2017	0181564	Cisco Jr, Taylor	\$531.88
7/15/2017	0000859	Clay, Oscar	\$786.80
7/15/2017	0094966	Clemente, Antonio	\$2,163.42
7/15/2017	0007800	Corral, Iris	\$521.93
7/15/2017	0002710	Cosimo, Franco	\$1,437.61
7/15/2017	0000794	Crockett, Janet	\$6,413.50
7/15/2017	0168899	Crowe, Ellen	\$4,252.58
7/15/2017	0000843	Davidson, Jody	\$2,732.63
7/15/2017	0000790	De La Torre, Refugio	\$2,203.81
7/15/2017	0000786	Demato, Michelle	\$136.26
7/15/2017	0000763	Diaz, Maria	\$1,648.42
7/15/2017	0000917	Dominguez, Carlos	\$4,834.32
7/15/2017	0170558	Drury, Benjamin	\$4,038.38
7/15/2017	0000735	Duhon, Steven	\$3,487.50
7/15/2017	0003181	Dutt, Eric	\$548.54
7/15/2017	0003180	Eaton, Barbara	\$718.86
7/15/2017	0005692	Enstrom, Elena	\$587.32
7/15/2017	0003179	Eshafi, Nouri	\$562.25
7/15/2017	0020621	Esposito, Marie	\$455.40
7/15/2017	0000828	Fabiyi, Edith	\$3,276.63
7/15/2017	0003208	Falbo, Lydia	\$4,000.00
7/15/2017	0000814	Favela, Martha	\$1,775.54
7/15/2017	0000762	Fejt, George	\$3,288.00
7/15/2017	0000777	Felice, Susan	\$3,044.71
7/15/2017	0079155	Fields, Stanley	\$10,850.00
7/15/2017	0092824	Folkers, Jeff	\$1,547.17
7/15/2017	0003006	Fram, Harriet	\$406.34
7/15/2017	0015067	Franco Carrera, Lillianna	\$1,991.67
7/15/2017	0160367	Freemon, Yolanda	\$3,362.75
7/15/2017	0000938	Gan, Xiaoling	\$3,211.71
7/15/2017	0000838	Garcia-Searle, Brenda	\$2,454.17
7/15/2017	0000879	Garza, Sylvia	\$2,025.60
7/15/2017	0000935	Gatyas, Kenton	\$7,956.67
7/15/2017	0166876	Gaytan, Steven	\$275.36
7/15/2017	0000724	Gilligan, Brian	\$2,844.07

Morton College - Payroll Register - Period Ending July 15, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0000896	Ginley, Steven	\$4,803.57
7/15/2017	0173329	Gonzalez, Sotero	\$531.88
7/15/2017	0157185	Grady, Myeisha	\$498.65
7/15/2017	0003164	Graf, Christina	\$443.41
7/15/2017	0000932	Gramas, Margaret	\$4,859.04
7/15/2017	0000892	Grice, James	\$7,903.05
7/15/2017	0000788	Gutierrez, Rosa	\$2,281.26
7/15/2017	0000805	Halmon, Jamie	\$2,446.50
7/15/2017	0165694	Helmus, Sara	\$4,460.08
7/15/2017	0000841	Herrera, Michelle	\$2,241.58
7/15/2017	0159384	Herrmann, Julianne	\$2,371.83
7/15/2017	0172468	Heslop, Eugene	\$137.68
7/15/2017	0002953	Hirsch, Maynard	\$1,096.39
7/15/2017	0000793	Hopkins, Margaret	\$2,800.50
7/15/2017	0000922	Huff, Cheryl	\$587.32
7/15/2017	0061134	Iniquez, Jennifer	\$2,578.55
7/15/2017	0174916	Iniquez, Michael	\$1,227.09
7/15/2017	0176980	Jacklin, William	\$4,550.00
7/15/2017	0182036	Jaeschke, Megan	\$279.00
7/15/2017	0000876	Jaimes, Nydia	\$2,172.17
7/15/2017	0173034	James, Nadja	\$3,112.75
7/15/2017	0002876	Jaquez, Evelyn	\$1,781.08
7/15/2017	0107686	Jara, Blanca	\$2,341.67
7/15/2017	0000785	Johnson, Caroline	\$2,241.58
7/15/2017	0060105	Jonas, David	\$2,460.83
7/15/2017	0173738	Joslin, Jeremy	\$3,299.21
7/15/2017	0003017	Jundt, Gene	\$609.28
7/15/2017	0003021	Kamien, Linda	\$609.50
7/15/2017	0000870	Kasprowicz, Michael	\$4,200.54
7/15/2017	0003157	Kelikian, Toulia	\$3,112.75
7/15/2017	0165341	Klementzos, Jennifer	\$1,769.33
7/15/2017	0158400	Knickerbocker, Sharon	\$498.65
7/15/2017	0077801	Knowski, James	\$439.42
7/15/2017	0000004	Kott, Micheal	\$3,750.00
7/15/2017	0000021	Koutny, Linda	\$2,388.29
7/15/2017	0002957	Kupec, Debra	\$2,395.33
7/15/2017	0107914	Labno, David	\$478.69
7/15/2017	0184220	Lanciotti, David	\$502.93
7/15/2017	0000755	Lanciotti, Lawrence	\$4,213.75
7/15/2017	0003176	Leven, Robert	\$576.31

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0000811	Lind, Carmen	\$4,818.58
7/15/2017	0000833	Litwicki, Mark	\$4,446.67
7/15/2017	0060156	Lopez, Edwin	\$275.36
7/15/2017	0003025	Lopez, Flora	\$587.32
7/15/2017	0003094	Lopez, Noe	\$695.91
7/15/2017	0003033	Lozano, Gloria	\$1,769.33
7/15/2017	0003026	Lubeck, Sarah	\$624.72
7/15/2017	0160597	Lubenkov, Paul	\$523.90
7/15/2017	0003100	Lyons, Kenneth	\$1,097.08
7/15/2017	0155594	Machino, Jeri	\$4,227.04
7/15/2017	0154317	Mangia, Vlasta	\$1,579.38
7/15/2017	0000822	Martinez, Blanca	\$1,841.83
7/15/2017	0168363	Martinez, Ernest	\$1,291.27
7/15/2017	0167581	Martinez Jr, Salvador	\$498.65
7/15/2017	0000955	Martinez, Raul	\$2,547.07
7/15/2017	0000869	Marzullo, Frank	\$6,213.75
7/15/2017	0017224	Mata, Gabriela	\$1,701.25
7/15/2017	0003232	Mathelier, Lisa	\$609.50
7/15/2017	0156656	Mazzone, Dominick	\$413.04
7/15/2017	0000732	McFadden, James	\$383.06
7/15/2017	0000909	McGhee, Edward	\$1,886.77
7/15/2017	0002697	McLaughlin, Keith	\$7,391.67
7/15/2017	0003030	McManmon, Zoe	\$640.34
7/15/2017	0170780	Miranda, Ashley	\$523.90
7/15/2017	0000769	Mohr, Michele	\$3,750.04
7/15/2017	0181768	Mollett, Melissa	\$3,218.75
7/15/2017	0002708	Montoro, Roger	\$3,054.36
7/15/2017	0054966	Montoro, Roger	\$1,241.00
7/15/2017	0000839	Moore, Linda	\$4,708.04
7/15/2017	0000816	Moravecek, Robert	\$639.86
7/15/2017	0187216	Moss, Neil	\$1,688.92
7/15/2017	0000856	Munoz, Hector	\$3,443.88
7/15/2017	0000855	Mutameni, Shoeleh	\$5,338.04
7/15/2017	0000910	Navarro, Rafael	\$1,549.08
7/15/2017	0156023	Navarro, Tracy	\$478.69
7/15/2017	0000815	Nedza, Michael	\$4,329.25
7/15/2017	0111554	Nieves, Samantha	\$1,493.04
7/15/2017	0049422	Ocampo, Jose	\$1,255.15
7/15/2017	0000928	O'Connell, James	\$2,532.96
7/15/2017	0000747	Paez, Elizabeth	\$4,103.25

Morton College - Payroll Register - Period Ending July 15, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0003154	Palermo, Eileen	\$457.12
7/15/2017	0000951	Paneral, Beth	\$1,487.95
7/15/2017	0000778	Parise, Patricia	\$4,571.21
7/15/2017	0082070	Patterson, Jessica	\$145.20
7/15/2017	0000779	Pawlak, Richard	\$2,524.54
7/15/2017	0002913	Pearson, Dennis	\$4,705.88
7/15/2017	0000820	Pencheva, Tsonka	\$3,323.67
7/15/2017	0007939	Perez, Armando	\$1,763.00
7/15/2017	0000863	Perez, Guadalupe	\$1,841.79
7/15/2017	0000950	Perez, Jaime	\$944.16
7/15/2017	0003036	Perez, Margarita	\$609.50
7/15/2017	0000776	Perez, Mireya	\$3,892.58
7/15/2017	0003160	Perusich, James	\$548.54
7/15/2017	0003038	Pettus, Exodus	\$557.76
7/15/2017	0177526	Pierce, Tommy	\$3,862.50
7/15/2017	0000752	Porod, Eric	\$3,154.54
7/15/2017	0000771	Potempa, John	\$4,535.42
7/15/2017	0160605	Primm, Rebecca	\$2,367.25
7/15/2017	0000848	Pullia, Nicole	\$1,628.29
7/15/2017	0041753	Quiroga-Nevarez, Daiana	\$2,186.88
7/15/2017	0000743	Raigoza, Suzanna	\$2,529.72
7/15/2017	0188076	Ramirez, Aurelia	\$1,220.02
7/15/2017	0000889	Ramirez, Jose	\$1,719.56
7/15/2017	0168948	Ray, Anthony	\$5,175.00
7/15/2017	0000953	Raygoza, Liliana	\$1,743.83
7/15/2017	0156449	Raymond, Mary	\$4,203.79
7/15/2017	0000726	Reft, Jennifer	\$3,538.75
7/15/2017	0003168	Reynard, Michael	\$312.37
7/15/2017	0189140	Ridyard, Melissa	\$2,125.00
7/15/2017	0000872	Rivas, Angel	\$1,555.33
7/15/2017	0000795	Rivera, Doris	\$2,500.00
7/15/2017	0000925	Rivera, Juan	\$2,162.51
7/15/2017	0000748	Rodriguez, Diana	\$2,241.58
7/15/2017	0156404	Rodriguez Jr, Jesus	\$2,135.96
7/15/2017	0003042	Rohl, Michael	\$910.92
7/15/2017	0000851	Roland, H.M. Joyce	\$624.72
7/15/2017	0056628	Roman, Daniel	\$59.68
7/15/2017	0161489	Romero, Julian	\$1,575.42
7/15/2017	0000741	Ross, Robert	\$1,586.69
7/15/2017	0000797	Ruiz, Ruben	\$3,409.52

Morton College - Payroll Register - Period Ending July 15, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0000895	Rutka, Leonard	\$3,854.41
7/15/2017	0000754	Sajatovic, Mark	\$1,941.21
7/15/2017	0005990	Salgado, Daniel	\$484.38
7/15/2017	0058030	Sanchez, Alberto	\$137.68
7/15/2017	0000907	Sanchez, Luis	\$5,402.05
7/15/2017	0003044	Sanchez, Pedro	\$624.72
7/15/2017	0082829	Sarabia, Angel	\$413.04
7/15/2017	0000737	Sarther, Diane	\$5,479.42
7/15/2017	0000921	Scatchell, Candyce	\$2,254.54
7/15/2017	0000898	Schmitt, Robert	\$4,065.92
7/15/2017	0000860	Schoepf, Cheryl	\$2,238.00
7/15/2017	0160546	Schrey, Courtney	\$972.37
7/15/2017	0002668	Sedaie, Behrooz	\$675.00
7/15/2017	0000801	Seibel, George	\$7,677.00
7/15/2017	0000731	Seo, Kymberly	\$6,116.75
7/15/2017	0000861	Seropian, Daniel	\$915.30
7/15/2017	0002709	Shouba, Derek	\$4,441.38
7/15/2017	0003089	Sleeth, Bradley	\$2,376.46
7/15/2017	0121377	Smith, Daniel	\$688.40
7/15/2017	0181260	Smith, Jeanine	\$478.69
7/15/2017	0000789	Smith, Maria	\$1,657.00
7/15/2017	0000939	Sonnier, Celeste	\$3,276.79
7/15/2017	0000842	Soto, Marlene	\$2,241.58
7/15/2017	0000882	Soto, Martin	\$2,548.67
7/15/2017	0125437	Soto, Yasna	\$1,380.29
7/15/2017	0000943	Spaniol, Scott	\$2,706.91
7/15/2017	0182711	Steadman, Michael	\$933.45
7/15/2017	0005838	Steinz, Margaret	\$1,219.00
7/15/2017	0007897	Stella, Leslie	\$594.30
7/15/2017	0099337	Stillo, Louis	\$550.72
7/15/2017	0000761	Styer, Audrey	\$6,461.22
7/15/2017	0000897	Sykora, Donald	\$5,939.30
7/15/2017	0154190	Taylor, Kimberly	\$579.92
7/15/2017	0161138	Tejeda, Erika	\$2,236.38
7/15/2017	0003048	Tito, Frank	\$812.22
7/15/2017	0000738	Torres, Gina	\$2,411.67
7/15/2017	0002931	Turner, Jocelyn	\$521.93
7/15/2017	0000019	Ulbrich, Scott	\$2,825.04
7/15/2017	0003055	Ulit, Enriqueta	\$587.32
7/15/2017	0003107	Vacek, Sarah	\$548.54

Morton College - Payroll Register - Period Ending July 15, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/15/2017	0003057	Valeriano, Joann	\$579.92
7/15/2017	0000886	Vargas, Maria	\$2,265.29
7/15/2017	0000796	Vazquez, Luis	\$434.52
7/15/2017	0000823	Vega, Alfonso	\$1,955.43
7/15/2017	0166301	Vega-Huezo, Wendy	\$3,000.00
7/15/2017	0000808	Velazquez, Marisol	\$3,675.00
7/15/2017	0000868	Walley, Cynthia	\$3,538.75
7/15/2017	0000817	Walsh, Cheryl	\$306.74
7/15/2017	0013245	Warren, John	\$3,271.38
7/15/2017	0000803	Wedge, Frances	\$3,735.25
7/15/2017	0000758	Weinstein, Thomas	\$2,467.83
7/15/2017	0003059	Winningham, Susan	\$609.50
7/15/2017	0000767	Wolff, Michael	\$295.84
7/15/2017	0000736	Wood, Robert	\$5,350.84
7/15/2017	0133829	Yaghoubi, Poupak	\$664.86
7/15/2017	0000942	Yanez, Rodolfo	\$2,323.13
7/15/2017	0003091	Zeni, Wendy	\$548.54
7/15/2017	0000813	Zukauskas, Karolis	\$4,712.75
7/15/2017	0000883	Zych, Antoinette	\$2,702.04
		Total	\$582,207.81

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0002980	Abate, Nannette	\$557.75
7/31/2017	0000770	Abrahamson, Maura	\$7,026.22
7/31/2017	0000835	Alcala, Sandra	\$2,217.33
7/31/2017	0003069	Alexandru, Vica	\$695.91
7/31/2017	0163519	Almanza, Marcy	\$105.60
7/31/2017	0032609	Almeida, Ricardo	\$1,943.04
7/31/2017	0003324	Alonso, Erika	\$1,541.58
7/31/2017	0000809	Alonso, Hernan	\$1,429.88
7/31/2017	0181767	Anderson, Maria	\$3,218.75
7/31/2017	0000749	Angelilli, Jennifer	\$2,104.17
7/31/2017	0166664	Aquino, James	\$3,192.21
7/31/2017	0019085	Arzola, Nereida	\$1,743.83
7/31/2017	0003071	Ashraf, Mohammad	\$1,069.30
7/31/2017	0000799	Avalos-Thompson, Marlena	\$3,249.92
7/31/2017	0000873	Baffa, John	\$3,594.58
7/31/2017	0000946	Baffa, Valerie	\$3,594.58
7/31/2017	0000740	Banda, Magda	\$3,364.92
7/31/2017	0000781	Barajas, Sandra	\$1,628.29
7/31/2017	0173111	Barnes, Beth	\$509.71
7/31/2017	0000858	Barone, Roxanne	\$2,281.83
7/31/2017	0176458	Beacham, John	\$478.69
7/31/2017	0003075	Behling, William	\$1,097.08
7/31/2017	0178376	Belcaster, Joseph	\$2,145.83
7/31/2017	0000750	Belcaster, Nicholas	\$1,562.42
7/31/2017	0003076	Bell, Lynn	\$443.41
7/31/2017	0003078	Bernstein, Arnie	\$521.93
7/31/2017	0000830	Berthiaume, Maria	\$1,183.36
7/31/2017	0066045	Bilotto, Eugene	\$1,032.60
7/31/2017	0189781	Bloom, William	\$400.00
7/31/2017	0000845	Bluemer, Judy	\$6,461.42
7/31/2017	0000918	Bonin, Eileen	\$2,030.33
7/31/2017	0102219	Boyajian, Mark	\$413.04
7/31/2017	0076654	Bradley, Adam	\$1,454.04
7/31/2017	0157079	Brasher, Stephen	\$498.65
7/31/2017	0002984	Bridges, Maureen	\$770.74
7/31/2017	0000915	Bulat, Cheryl	\$4,385.54
7/31/2017	0184720	Buongiorno, Joseph	\$189.59
7/31/2017	0182499	Buongiorno, Mary	\$322.91
7/31/2017	0156441	Campbell, Dana	\$1,138.58
7/31/2017	0156655	Cappetta, Leilani	\$1,710.88

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0153590	Carroll, Don	\$498.65
7/31/2017	0166183	Casas, Nicholas	\$1,261.83
7/31/2017	0000924	Casey, Craig	\$8,342.08
7/31/2017	0000829	Casey, Robert	\$5,403.29
7/31/2017	0002990	Castillo, Carolina	\$1,743.83
7/31/2017	0003193	Chang, Stephen	\$713.31
7/31/2017	0000884	Cienfuegos, Lillian	\$1,751.17
7/31/2017	0181564	Cisco Jr, Taylor	\$1,156.88
7/31/2017	0000859	Clay, Oscar	\$786.80
7/31/2017	0094966	Clemente, Antonio	\$2,163.42
7/31/2017	0007800	Corral, Iris	\$521.93
7/31/2017	0002710	Cosimo, Franco	\$1,248.08
7/31/2017	0000794	Crockett, Janet	\$6,413.50
7/31/2017	0168899	Crowe, Ellen	\$4,252.58
7/31/2017	0000843	Davidson, Jody	\$2,732.63
7/31/2017	0189855	Davis-Turner, Jennice	\$750.00
7/31/2017	0000790	De La Torre, Refugio	\$2,203.81
7/31/2017	0000763	Diaz, Maria	\$1,648.42
7/31/2017	0000917	Dominguez, Carlos	\$4,834.32
7/31/2017	0170558	Drury, Benjamin	\$4,038.38
7/31/2017	0000735	Duhon, Steven	\$3,487.50
7/31/2017	0003181	Dutt, Eric	\$548.54
7/31/2017	0003180	Eaton, Barbara	\$548.36
7/31/2017	0005692	Enstrom, Elena	\$587.32
7/31/2017	0003179	Eshafi, Nouri	\$562.25
7/31/2017	0020621	Esposito, Marie	\$145.20
7/31/2017	0000828	Fabiyi, Edith	\$2,826.63
7/31/2017	0003208	Falbo, Lydia	\$4,000.00
7/31/2017	0000814	Favela, Martha	\$1,775.54
7/31/2017	0000762	Fejt, George	\$3,288.00
7/31/2017	0000777	Felice, Susan	\$3,044.71
7/31/2017	0079155	Fields, Stanley	\$10,850.00
7/31/2017	0092824	Folkers, Jeff	\$1,547.17
7/31/2017	0003006	Fram, Harriet	\$609.49
7/31/2017	0015067	Franco Carrera, Lillianna	\$1,837.76
7/31/2017	0160367	Freemon, Yolanda	\$3,362.75
7/31/2017	0000938	Gan, Xiaoling	\$3,211.71
7/31/2017	0000838	Garcia-Searle, Brenda	\$2,454.17
7/31/2017	0000879	Garza, Sylvia	\$2,025.60
7/31/2017	0000935	Gatyas, Kenton	\$7,956.67

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0166876	Gaytan, Steven	\$137.68
7/31/2017	0000724	Gilligan, Brian	\$2,844.07
7/31/2017	0000896	Ginley, Steven	\$4,803.57
7/31/2017	0186789	Giorgetti, Michael	\$105.60
7/31/2017	0173329	Gonzalez, Sotero	\$531.88
7/31/2017	0157185	Grady, Myeisha	\$498.65
7/31/2017	0003164	Graf, Christina	\$443.41
7/31/2017	0000932	Gramas, Margaret	\$4,859.04
7/31/2017	0000892	Grice, James	\$7,903.05
7/31/2017	0000788	Gutierrez, Rosa	\$2,281.26
7/31/2017	0000805	Halmon, Jamie	\$2,446.50
7/31/2017	0156429	Haynes, Bernice	\$199.45
7/31/2017	0165694	Helmus, Sara	\$4,460.08
7/31/2017	0000841	Herrera, Michelle	\$2,241.58
7/31/2017	0159384	Herrmann, Julianne	\$2,371.83
7/31/2017	0172468	Heslop, Eugene	\$137.68
7/31/2017	0002953	Hirsch, Maynard	\$1,096.39
7/31/2017	0000793	Hopkins, Margaret	\$2,800.50
7/31/2017	0000922	Huff, Cheryl	\$807.56
7/31/2017	0061134	Iniquez, Jennifer	\$2,578.55
7/31/2017	0174916	Iniquez, Michael	\$1,255.15
7/31/2017	0176980	Jacklin, William	\$4,550.00
7/31/2017	0182036	Jaeschke, Megan	\$1,500.00
7/31/2017	0000876	Jaimes, Nydia	\$2,172.17
7/31/2017	0173034	James, Nadja	\$3,112.75
7/31/2017	0002876	Jaquez, Evelyn	\$1,781.08
7/31/2017	0107686	Jara, Blanca	\$2,341.67
7/31/2017	0000785	Johnson, Caroline	\$2,241.58
7/31/2017	0060105	Jonas, David	\$2,460.83
7/31/2017	0173738	Joslin, Jeremy	\$3,299.21
7/31/2017	0003017	Jundt, Gene	\$609.29
7/31/2017	0003021	Kamien, Linda	\$609.49
7/31/2017	0000870	Kasprowicz, Michael	\$4,200.54
7/31/2017	0003157	Kelikian, Toulia	\$3,112.75
7/31/2017	0165341	Klementzos, Jennifer	\$1,769.33
7/31/2017	0158400	Knickerbocker, Sharon	\$498.65
7/31/2017	0000004	Kott, Micheal	\$3,750.00
7/31/2017	0000021	Koutny, Linda	\$2,388.29
7/31/2017	0002957	Kupec, Debra	\$2,395.33
7/31/2017	0107914	Labno, David	\$618.19

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0184220	Lanciotti, David	\$502.93
7/31/2017	0000755	Lanciotti, Lawrence	\$4,213.75
7/31/2017	0003176	Leven, Robert	\$576.31
7/31/2017	0184718	Lewis, Ann	\$400.00
7/31/2017	0000811	Lind, Carmen	\$4,818.58
7/31/2017	0000833	Litwicki, Mark	\$4,446.67
7/31/2017	0060156	Lopez, Edwin	\$671.19
7/31/2017	0003025	Lopez, Flora	\$587.32
7/31/2017	0003094	Lopez, Noe	\$695.91
7/31/2017	0003033	Lozano, Gloria	\$1,769.33
7/31/2017	0003026	Lubeck, Sarah	\$624.73
7/31/2017	0160597	Lubenkov, Paul	\$523.90
7/31/2017	0003100	Lyons, Kenneth	\$1,097.08
7/31/2017	0155594	Machino, Jeri	\$4,227.04
7/31/2017	0154317	Mangia, Vlasta	\$1,579.38
7/31/2017	0000822	Martinez, Blanca	\$1,841.83
7/31/2017	0168363	Martinez, Ernest	\$1,291.27
7/31/2017	0167581	Martinez Jr, Salvador	\$498.65
7/31/2017	0000955	Martinez, Raul	\$2,267.63
7/31/2017	0000869	Marzullo, Frank	\$6,213.75
7/31/2017	0017224	Mata, Gabriela	\$1,701.25
7/31/2017	0003232	Mathelier, Lisa	\$609.49
7/31/2017	0156656	Mazzone, Dominick	\$688.40
7/31/2017	0000732	McFadden, James	\$755.70
7/31/2017	0000909	McGhee, Edward	\$1,886.77
7/31/2017	0002697	McLaughlin, Keith	\$7,391.67
7/31/2017	0003030	McManmon, Zoe	\$640.35
7/31/2017	0170780	Miranda, Ashley	\$523.90
7/31/2017	0000769	Mohr, Michele	\$3,750.04
7/31/2017	0181768	Mollett, Melissa	\$3,218.75
7/31/2017	0002708	Montoro, Roger	\$1,987.88
7/31/2017	0054966	Montoro, Roger	\$1,455.79
7/31/2017	0000839	Moore, Linda	\$4,708.04
7/31/2017	0000816	Moravecek, Robert	\$482.50
7/31/2017	0187216	Moss, Neil	\$1,688.92
7/31/2017	0000856	Munoz, Hector	\$3,443.88
7/31/2017	0000855	Mutameni, Shoeleh	\$5,338.04
7/31/2017	0000910	Navarro, Rafael	\$1,549.08
7/31/2017	0156023	Navarro, Tracy	\$478.69
7/31/2017	0000815	Nedza, Michael	\$4,329.25

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0111554	Nieves, Samantha	\$1,493.04
7/31/2017	0049422	Ocampo, Jose	\$1,255.15
7/31/2017	0000928	O'Connell, James	\$2,532.96
7/31/2017	0000747	Paez, Elizabeth	\$4,103.25
7/31/2017	0003154	Palermo, Eileen	\$457.12
7/31/2017	0000951	Paneral, Beth	\$1,559.91
7/31/2017	0000778	Parise, Patricia	\$4,571.21
7/31/2017	0082070	Patterson, Jessica	\$653.40
7/31/2017	0000779	Pawlak, Richard	\$2,524.54
7/31/2017	0002913	Pearson, Dennis	\$4,705.88
7/31/2017	0000820	Pencheva, Tsonka	\$3,323.67
7/31/2017	0007939	Perez, Armando	\$1,763.00
7/31/2017	0000863	Perez, Guadalupe	\$1,841.79
7/31/2017	0003036	Perez, Margarita	\$609.49
7/31/2017	0000776	Perez, Mireya	\$3,892.58
7/31/2017	0003160	Perusich, James	\$548.54
7/31/2017	0003038	Pettus, Exodus	\$557.75
7/31/2017	0177526	Pierce, Tommy	\$3,862.50
7/31/2017	0000752	Porod, Eric	\$3,154.54
7/31/2017	0000771	Potempa, John	\$4,535.42
7/31/2017	0160605	Primm, Rebecca	\$2,367.25
7/31/2017	0000848	Pullia, Nicole	\$1,628.29
7/31/2017	0041753	Quiroga-Nevarez, Daiana	\$2,186.88
7/31/2017	0000743	Raigoza, Suzanna	\$2,529.72
7/31/2017	0188076	Ramirez, Aurelia	\$1,220.02
7/31/2017	0000889	Ramirez, Jose	\$1,719.56
7/31/2017	0168948	Ray, Anthony	\$5,175.00
7/31/2017	0000953	Raygoza, Liliana	\$1,743.83
7/31/2017	0156449	Raymond, Mary	\$4,203.79
7/31/2017	0000726	Reft, Jennifer	\$3,538.75
7/31/2017	0003168	Reynard, Michael	\$312.36
7/31/2017	0189140	Ridyard, Melissa	\$2,125.00
7/31/2017	0000872	Rivas, Angel	\$1,555.33
7/31/2017	0000795	Rivera, Doris	\$2,500.00
7/31/2017	0000925	Rivera, Juan	\$2,162.51
7/31/2017	0000748	Rodriguez, Diana	\$2,241.58
7/31/2017	0156404	Rodriguez Jr, Jesus	\$2,135.96
7/31/2017	0003042	Rohl, Michael	\$2,094.43
7/31/2017	0000851	Roland, H.M. Joyce	\$624.73
7/31/2017	0056628	Roman, Daniel	\$59.68

Morton College - Payroll Register - Period Ending July 31, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0161489	Romero, Julian	\$1,255.15
7/31/2017	0000741	Ross, Robert	\$1,586.69
7/31/2017	0000797	Ruiz, Ruben	\$4,290.50
7/31/2017	0000895	Rutka, Leonard	\$3,854.41
7/31/2017	0000754	Sajatovic, Mark	\$1,941.21
7/31/2017	0005990	Salgado, Daniel	\$484.38
7/31/2017	0058030	Sanchez, Alberto	\$335.60
7/31/2017	0000907	Sanchez, Luis	\$5,402.05
7/31/2017	0003044	Sanchez, Pedro	\$624.73
7/31/2017	0000737	Sarther, Diane	\$5,479.42
7/31/2017	0000921	Scatchell, Candyce	\$2,254.54
7/31/2017	0000898	Schmitt, Robert	\$4,065.92
7/31/2017	0000860	Schoepf, Cheryl	\$2,238.00
7/31/2017	0160546	Schrey, Courtney	\$972.37
7/31/2017	0002668	Sedaie, Behrooz	\$675.00
7/31/2017	0000801	Seibel, George	\$15,909.00
7/31/2017	0000731	Seo, Kymberly	\$6,116.75
7/31/2017	0000861	Seropian, Daniel	\$996.66
7/31/2017	0002709	Shouba, Derek	\$4,441.38
7/31/2017	0003089	Sleeth, Bradley	\$2,376.46
7/31/2017	0121377	Smith, Daniel	\$550.72
7/31/2017	0181260	Smith, Jeanine	\$478.69
7/31/2017	0000789	Smith, Maria	\$1,657.00
7/31/2017	0000939	Sonnier, Celeste	\$3,276.79
7/31/2017	0000842	Soto, Marlene	\$2,141.76
7/31/2017	0000882	Soto, Martin	\$2,548.67
7/31/2017	0125437	Soto, Yasna	\$1,380.29
7/31/2017	0000943	Spaniol, Scott	\$2,706.91
7/31/2017	0182711	Steadman, Michael	\$933.45
7/31/2017	0005838	Steinz, Margaret	\$1,218.98
7/31/2017	0007897	Stella, Leslie	\$897.91
7/31/2017	0099337	Stillo, Louis	\$550.72
7/31/2017	0000761	Styer, Audrey	\$6,461.22
7/31/2017	0000897	Sykora, Donald	\$5,939.30
7/31/2017	0154190	Taylor, Kimberly	\$579.93
7/31/2017	0161138	Tejeda, Erika	\$2,236.38
7/31/2017	0003048	Tito, Frank	\$624.73
7/31/2017	0000738	Torres, Gina	\$2,411.67
7/31/2017	0002931	Turner, Jocelyn	\$372.41
7/31/2017	0000019	Ulbrich, Scott	\$2,825.04

Morton College - Payroll Register - Period Ending July 31, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings Amount
7/31/2017	0003055	Ulit, Enriqueta	\$587.32
7/31/2017	0003107	Vacek, Sarah	\$548.54
7/31/2017	0003057	Valeriano, Joann	\$579.93
7/31/2017	0000886	Vargas, Maria	\$2,265.29
7/31/2017	0000796	Vazquez, Luis	\$286.60
7/31/2017	0000823	Vega, Alfonso	\$1,977.03
7/31/2017	0166301	Vega-Huezo, Wendy	\$3,000.00
7/31/2017	0000808	Velazquez, Marisol	\$3,675.00
7/31/2017	0000868	Walley, Cynthia	\$3,538.75
7/31/2017	0000817	Walsh, Cheryl	\$377.52
7/31/2017	0013245	Warren, John	\$3,271.38
7/31/2017	0000803	Wedge, Frances	\$3,735.25
7/31/2017	0000758	Weinstein, Thomas	\$2,467.83
7/31/2017	0003059	Winningham, Susan	\$609.49
7/31/2017	0000767	Wolff, Michael	\$147.92
7/31/2017	0000736	Wood, Robert	\$5,350.84
7/31/2017	0133829	Yaghoubi, Poupak	\$664.86
7/31/2017	0000942	Yanez, Rodolfo	\$2,323.13
7/31/2017	0003091	Zeni, Wendy	\$548.54
7/31/2017	0000813	Zukauskas, Karolis	\$4,712.75
7/31/2017	0000883	Zych, Antoinette	\$2,702.04
		Total	\$592,668.20

A RESOLUTION APPROVING AND ADOPTING AN AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE AND ATHLETICO, LTD.

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, Morton offers a Physical Therapist Assistant Program (“Program”) which has a required clinical component; and

WHEREAS, each student enrolled in the Program must complete the clinical component in order to complete the Program; and

WHEREAS, Athletico, Ltd. (“Athletico”) has the ability to assist Morton in providing its students the required clinical component to complete the Program; and

WHEREAS, Morton desires to enter into an affiliation agreement with Athletico to allow students in the Program to do the required clinical component with Athletico. Said agreement is attached hereto as Exhibit A and is hereinafter referred to as the “Agreement”; and

WHEREAS, Athletico desires to enter into the Agreement with Morton to allow Morton students to complete the required clinical component of the Program; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement, attached hereto as Exhibit A, with Athletico to allow its students to complete the required clinical component of the Program.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Incorporation of Preambles.

The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement with Athletico, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate those goals.

Section 3. Authorization.

The Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The President or his designee is hereby authorized and directed to execute, and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and any and all such other documents as may be necessary to carry out and effectuate the purpose of this Resolution.

Section 4. Renewal.

Unless this Resolution is repealed by a majority vote of the Board, the President is authorized and directed to renew the Agreement on substantially the same terms upon the expiration of the Agreement, or terminate the Agreement, whichever is in the best interests of

Morton.

Section 5. Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 6. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 7. Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 8. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

[INTENTIONALLY BLANK]

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this ____ day of September, 2017.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527

EXHIBIT A

CLINICAL TRAINING AFFILIATION AGREEMENT

This **CLINICAL TRAINING AFFILIATION AGREEMENT** (this "Agreement"), is made and entered into as of September 13, 2017, by and between Athletico, Ltd, on behalf of itself and its direct and indirect affiliates and subsidiaries, including, without limitation, Accelerated Rehabilitation Centers, Ltd. (collectively "Athletico"), and Morton Community College District No. 527 ("School") (each, a "Party" and collectively, the "Parties").

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements to provide high-quality clinical learning experiences for physical therapy assistant ("PTA") students enrolled in the School.

WHEREAS, this Agreement is intended and shall be interpreted to meet the School's accreditation standards related to affiliation agreements with clinical affiliates.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

A. Responsibilities of the School

1. The School will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior as it relates to PTA, and shall assign to Athletico only those students who have satisfactorily completed the prerequisite classroom and clinical portions of the School's curriculum. A student's preparedness shall be measured in part by: i) academic performance indicating an ability to understand what the student will observe and/or perform during the clinical experience; and (ii) appreciation of the nature and seriousness of the work the student will observe and/or perform.

2. During the term of this Agreement, the School shall maintain: (i) accreditation as an educational institution; (ii) any licensures and approvals from the state where the School is located applicable to the School's PTA program; and (iii) accreditation of the PTA program by the appropriate accrediting body. The School shall promptly notify Athletico of any change in its accreditation or licensure status. Athletico may terminate this Agreement immediately if School fails to maintain full and unrestricted accreditation and licensure.

3. The School will retain ultimate responsibility for the education and assessment of its students. The School's faculty designee for this Agreement shall be the faculty member appointed and assigned by the School, who will be responsible for PTA student teaching and assessment provided pursuant to this Agreement.

4. The School will advise Athletico in writing at least thirty (30) days prior to the placement of students at an Athletico facility of the date anticipated for the commencement of their participation in the clinical learning experience.

5. The School will advise all students assigned to Athletico facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The School will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

6. The School will require all participating students to maintain health insurance and provide proof of health insurance to the School. Athletico may request the student provide proof of health insurance prior to beginning of the training experience.

7. Prior to commencing training under this Agreement, the School will require all participating students (and School faculty if they visit Athletico sites) to complete and keep on file at the School evidence of the following: i) a signed Acknowledgement and Confirmation of Student Background Check in the form attached hereto as Exhibit A, and ii) a current immunization record demonstrating compliance with the Athletico immunization policy, and iii) a current certification for administering cardiopulmonary resuscitation. The School will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Athletico's policies and practices. Any expenses related to compliance with the requirements of this paragraph shall be the responsibility of the affected student or the School, and Athletico shall be entitled to reimbursement from the affected student or the School if it incurs any expense related to the same.

8. The School shall educate students on Blood borne Pathogens, Hepatitis B and Tuberculosis consistent with Occupational Safety and Health Administration Standards prior to being placed at Athletico.

9. The School will advise students that they are required to comply with, and the School shall provide students with copies of, all applicable Athletico rules, regulations, procedures and the terms of this Agreement, and any applicable state, local, or federal law.

10. If requested by Athletico, the School will provide instruction to Athletico's staff with respect to the School's expectations regarding assessment of the School's students at Athletico.

11. The School warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by Athletico, the School shall provide a certificate of insurance demonstrating coverage for students participating in clinical training at Athletico.

12. The School hereby agrees to indemnify and hold harmless Athletico and its directors, officers, managers, employees, partners, affiliates and agents from and against any and

all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees) and judgments arising out of the negligence, reckless or intentional misconduct, or breach of this Agreement by the School or any of its employees, agents, or students.

13. During the term of this Agreement, the School shall be permitted to use the Athletico logo on written recruiting and other promotional materials relating to the educational programs offered by the School. The School shall obtain prior written approval from Athletico, which shall not be unreasonably withheld, of all materials containing the Athletico logo.

B. Responsibilities of Athletico

1. Athletico will provide students and faculty with access to appropriate resources for PTA student education including: a) access to patients at Athletico facilities in an appropriately supervised environment, in which the students can complete the School's curriculum; b) student security badges or other means of secure access to patient care areas; and c) access and required training for PTA students in the proper use of electronic medical records or paper charts, as applicable.

2. Athletico will retain full authority and responsibility for patient care while patients are being treated at Athletico and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Athletico's facilities, students will have the status of trainees; are not to replace Athletico staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the PTA education program. Athletico and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. Athletico staff will assist the School in the assessment of the learning and performance of participating students by completing assessment forms provided by the School and returned to the School in a timely fashion.

4. Athletico will provide for the orientation of School's participating students as to Athletico's rules, regulations, policies, and procedures.

5. Athletico agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at Athletico, Athletico, upon notice of such incident from the student, will contact the local emergency medical treatment provider in the same manner it would for its own its employees or patients. Athletico bears no financial responsibility for any charges generated for emergency care and transport to an emergency medical treatment facility. Any such charges shall be the responsibility of the affected student or the School, and Athletico shall be entitled to reimbursement from either the student or the School in the event that Athletico incurs any cost related to the same.

6. To the extent Athletico generates or maintains educational records related to the participating student, Athletico agrees to comply with the Family Educational Rights and Privacy

Act (FERPA) to the same extent as such laws and regulations apply to the School and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Athletico as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School's records is required by Athletico to carry out the program.

7. Upon request, Athletico will provide proof to the School that it maintains liability insurance in an amount that is commercially reasonable.

8. Athletico will provide written notification to the School promptly if a claim arises involving a student. Athletico and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state laws.

9. Athletico will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Athletico will notify the School if such an action is required.

10. Athletico shall identify a site coordinator from among its clinical staff who will communicate and cooperate with the designated faculty member to ensure faculty and PTA student access to appropriate resources for the clinical training experience.

11. Athletico may immediately remove from the premises and suspend or terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. Athletico will immediately notify the School if such an action has been taken.

12. Athletico hereby agrees to indemnify and hold harmless School and its directors, officers, managers, employees, partners, affiliates and agents from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees) and judgments arising out of the negligence, reckless or intentional misconduct, or breach of this Agreement by Athletico or any of its employees or agents.

C. Mutual Responsibilities

1. Representatives for each Party will be established on or before the execution of this Agreement.

2. The Parties will work together to maintain an environment of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between School and Athletico representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The School will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the School facilities. Athletico will provide qualified and competent staff members in adequate number for the instruction and

supervision of students using Athletico facilities.

4. The School and Athletico will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The School, including its faculty, staff, and students, and Athletico share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. The Parties may gain access to certain information that is either confidential or proprietary in nature and unauthorized disclosure of which could cause irreparable damage to either Party. The Parties therefore agree that all such information is confidential and will be held in strict confidence and will not be used or disclosed in any manner, and the Parties further agree that the disclosure or threatened disclosure of such information would cause irreparable damage to Athletico, and that the remedies at law for any such disclosure or threatened disclosure would be inadequate, and therefore, Athletico is entitled to institute and prosecute proceedings in any court of competent jurisdiction for specific performance and/or injunctive relief to the prevent further damage or harm from the disclosure or any damage or harm from a threatened disclosure.

D. Term and Termination

This Agreement is effective upon execution by both Parties to the covered clinical training experience(s) and will continue for five (5) years or until otherwise terminated by either Party, in accordance with the provisions set forth herein. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, students already scheduled to train at Athletico will be permitted to complete any previously scheduled clinical assignment at Athletico, unless in Athletico’s sole discretion, termination should be immediate.

Either Party may terminate this Agreement immediately if they determine that this Agreement would violate any applicable laws, rules or regulations or would cause a default under the terms of any other contract or agreement to which they are party.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Athletico or School for any purpose. Students will not be entitled to receive any compensation from Athletico or School or any benefits of employment from Athletico or School, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Athletico will not be required to purchase any form of insurance for the benefit or protection of any student of the School.

F. Health Insurance Portability and Accountability Act

Students participating in clinical training pursuant to this Agreement are members of Athletico's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient protected health information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Athletico and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties or Athletico and the students; and neither Party nor the students shall have the right or authority or shall hold themselves out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

Notwithstanding anything contained in this Agreement to the contrary, Athletico may assign its rights and obligations hereunder to an affiliate or to a successor who purchases a majority of its assets or ownership interest or who merges with Athletico without School's prior written consent.

I. Governing Law

This Agreement shall be governed by the laws of the State of Illinois. The Parties agree to submit any suit, action or proceeding arising out of a breach of this Agreement or services provided pursuant to this Agreement to the exclusive jurisdiction of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division. Each of the Parties to this Agreement irrevocably waives, to the fullest extent permitted or not prohibited by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each of the Parties to this Agreement irrevocably consents to the service of process in any suit, action or proceeding by sending the same by certified mail, return receipt requested, or by recognized overnight courier service.

J. Governmental Immunity

If the School is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the School of its governmental immunity or of its state governmental immunity; an express or implied acceptance by School of liabilities arising as a result of actions which lie in tort or could lie in tort

in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the School of a debt, contract, or liability of Athletico.

K. No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

L. Notices

All notices provided by either Party to the other will be in writing, and will be deemed to have been duly given when delivered personally, when deposited in the United States mail, First Class, return receipt, postage prepaid, or when sent via nationally recognized overnight carrier.

M. No Payments

Except for any reimbursements by the School to Athletico pursuant to this Agreement, no payments shall be made between the Parties or to the students in connection with this Agreement.

N. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

O. Headlines

Headlines in this Agreement are for convenience only.

P. Entire Agreement

This Agreement supersedes any prior agreements, releases or stipulations, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. Any and all prior written agreements entered into by and between Athletico and School related to the subject matter of this Agreement shall be terminated and of no further force and effect as of the effective date of this Agreement.

Q. Similar Agreements

The Parties agree that Athletico shall be free to enter into similar agreements with other educational institutions, and that School shall be free to enter into similar agreements with other facilities.

R. Waiver

Any waiver of any provision hereof shall not be effective unless expressly made in writing

and executed by the Party to be charged. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.

Remainder of page intentionally left blank. Signature page follows.

**MORTON COMMUNITY COLLEGE
DISTRICT NO. 527**

Signature

Title

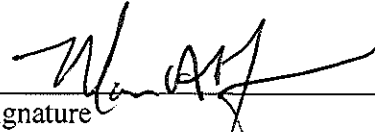
Print Name

ATHLETICO, LTD.

Signature

Title

Print Name



President & CEO

Mark Kaufman

EXHIBIT A

Acknowledgement and Confirmation of Student Background Check Form

_____ (“Educational Institution”) hereby confirms that it has obtained the background checks indicated below for _____ (“Student”), and that the Student has successfully completed and passed the following background checks prior to participation in the clinical education experience with Athletico, Ltd. or one of its affiliates:

Expanded National Criminal Record Search
Office of Inspector General
County Criminal Record Search
State Criminal Record Search
Federal Criminal Record Search
Professional License Verification
Education Verification (*highest level of degree earned*)

Acknowledged and Confirmed on this _____ day of _____, _____.

Educational Institution

Signature: _____

Print Name: _____

Title: _____

A RESOLUTION AMENDING THE 2017 CALENDAR OF REGULAR BOARD MEETINGS.

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, Morton is required to adopt and provide notice of its annual regular meeting schedule; and

WHEREAS, the Board of Trustees (“Board”) of Morton, per the Open Meetings Act, 5 ILCS 120/1 et. seq., approved and posted the 2017 Calendar of Regular Board Meetings on December 12, 2016; and

WHEREAS, due to various conflicts, the Board now seeks to amend the 2017 Calendar of Regular Board Meetings; and

WHEREAS, Morton finds that it is advisable and necessary to partially amend the 2017 Calendar of Regular Board Meetings; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527 (“Board”), Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles.

The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to amend the 2017 Calendar of Regular Board Meetings for Morton, and to authorize the Chairman to execute all necessary documents to take such steps as are necessary to carry out the intent of this Resolution.

Section 3. Amendment.

The Board now seeks to amend the 2017 Calendar of Regular Board Meetings as follows:

September 27, 2017	<u>September 18, 2017 at 5pm</u>
October 25, 2017	<u>October 23, 2017 at 11am</u>
November 15, 2017 (3rd Wednesday)	<u>November 13, 2017 at 5pm</u>
December 13, 2017 (2nd Wednesday) at 1:00 p.m.	<u>December 18, 2017 at 11am</u>

Section 4. Authorization.

The Board hereby approves the amendments to the 2017 Calendar of Regular Board Meetings, and hereby authorizes and directs the Chairman to execute all necessary documents and take such steps as are necessary to carry out the intent of this Resolution.

Section 5. Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 6. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative,

unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 7. Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded.

Section 8. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 18th day of September, 2017.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527



MORTON COLLEGE DISTRICT 527

Calendar of Regular Board Meetings

January through December 2017

~~January 25~~ **January 23, 2017 at 12 p.m.**

February 22 at 5 p.m.

~~March 22~~ **March 14, 2017 at 5 p.m.**

April 26 at 2 p.m.

~~May 17 (3rd Wednesday)~~ **May 23, 2017 at 1 p.m.**

~~June 28~~ **June 26, 2017 at 11 a.m.**

~~July 26~~ **July 20, 2017 at 5 p.m.**

~~August 23~~ **August 31, 2017 at 9 a.m.**

~~September 27~~ **September 18, 2017 at 5 p.m.**

~~October 25~~ **October 23, 2017 at 11 a.m.**

~~November 15~~ **November 13, 2017 at 5 p.m.**

~~December 13~~ **at 1:00 p.m. December 18, 2017 at 11 a.m.**

**September through December 2017 approved at the
September 18th Meeting of the Board**

- **BOARD ROOM** **5:00 p.m.** •
(2nd Floor – Building B) (unless otherwise noted)

INVOICE

West Central Municipal Conference
2000 5th Ave., Bldg N
River Grove, IL 60171
(708) 453-9100

INVOICE NUMBER: 0008781-IN

INVOICE DATE: 8/11/2017

Morton College
3801 S Central Ave.
Cicero, IL 60804-4398

CUSTOMER NO. 0000362

CUSTOMER P.O.:

CONTACT: Iris Nunez

TERMS: NET 30 DAYS

SALES CD	DESCRIPTION	QUANTITY	PRICE	AMOUNT
DUESAS	FY2017-2018 Assoc Membership	1.000	1,650.000	1,650.00

Net Invoice:	1,650.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,650.00

ACCT

Association of Community College
Trustees
Dept 6061
Washington, D.C 20042-6061

Customer #: 0000039500

Dr. Stanley Fields
Morton College
3801 S Central Ave
Cicero, IL 60804-4398

Invoice

Invoice # : 50452
Invoice Date: 04/01/2017
Invoice Terms: net 30

Description	Quantity	Price	Discount	Amount
District	1	\$4,311.00	\$0.00	\$4,311.00

Invoice Total	\$4,311.00
Taxes	\$0.00
Amount Paid	\$0.00
PLEASE PAY	\$4,311.00

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice#: 50452

Customer #: 0000039500

Dr. Stanley Fields
Morton College
3801 S Central Ave
Cicero, IL 60804-4398

Select Payment Method
<input type="checkbox"/> Check Enclosed
Card Provider _____ Exp Date ____/____
Card # _____
Card Holder's Name _____
Card Holder's Signature _____

Remit Payment To:

Association of Community College Trustees

Dept 6061, Washington, D.C 20042-6061

Total Due: **\$4,311.00**

Amt Remitted : _____

MK EDUCATION

MRxl Corporation and Kushan LLC (MK EDUCATION)

RIDER NO. 1

Date: September 1st, 2017 ("Effective Date")

COURSE: 300-hour Pharmacy Technician Training Program

THIS RIDER NO. 1 ("Rider") is made effective as of the Effective Date with reference to that certain Master Service Agreement dated September 1st, 2017 (the "Agreement") by Mrxl Corporation ("MRxl") and Kushan LLC ("Kushan") and together with MRxl, "MK Education", and Morton College (IL). Capitalized terms used and not otherwise defined herein shall have the same meaning as under the Agreement.

1. **Effective Date.** This Rider will be effective on the Effective Date.
2. **Term.** The Services to be provided under this Agreement, and the obligations arising under it, will begin with the Fall Semester 2017 ("Start Date"), and end at the end of the Spring Semester 2018 ("End Date").
3. **Course Fee.** A fee of \$2400 per student will be due and payable within fifteen (15) days of the delivery of MK Education's invoice following the start of the Course each semester. The MK Education curriculum package for Pharmacy Technician Training includes curriculum, curriculum updates, instructor/student access to the MK Education LMS system, video lectures, instructor manuals, course materials (excluding text books), lab supplies, student recruitment, externship management, and quality assurance.
4. **Storage** Morton College will provide and maintain locked storage for the items (one for each student registered for the Course), as provided by MK Education or for the Course: A training manual, teaching materials, tools, and equipment. Morton College will make the storage location available 3 weeks before the first date of classes each semester, in which time MK Education will ship the materials to Morton College for storage. Storage items may include any or all of the following: equipment, supplies, books, manuals, materials tools and other items.

Agreed:

MK Education

By: 
Mayur Shah, President

Date: 9/14, 2017

Morton College

By: _____
Name:
Title:

Date: _____, 2017

MK EDUCATION

MRxl Corporation and Kushan LLC (MK EDUCATION)

RIDER NO. 2

Date: September 1st, 2017 ("Effective Date")


COURSE: 150-hour Veterinary Assistant Training Program

THIS RIDER NO. 2 ("Rider") is made effective as of the Effective Date with reference to that certain Master Service Agreement dated September 1st, 2017 (the "Agreement") by Mrxl Corporation ("MRxl") and Kushan LLC ("Kushan" and together with MRxl, "MK Education"), and Morton College (IL). Capitalized terms used and not otherwise defined herein shall have the same meaning as under the Agreement.

1. **Effective Date.** This Rider will be effective on the Effective Date.
2. **Term.** The Services to be provided under this Agreement, and the obligations arising under it, will begin with the Fall Semester 2017 ("Start Date"), and end at the end of the Spring Semester 2018 ("End Date").
3. **Course Fee.** A fee of \$2100 per student will be due and payable within fifteen (15) days of the delivery of MK Education's invoice following the start of the Course each semester. The MK Education curriculum package for Pharmacy Technician Training includes curriculum, curriculum updates, instructor/student access to the MK Education LMS system, video lectures, instructor manuals, course materials (excluding text books), lab supplies, student recruitment, externship management, and quality assurance.
4. **Storage** Morton College will provide and maintain locked storage for the items (one for each student registered for the Course), as provided by MK Education or for the Course: A training manual, teaching materials, tools, and equipment. Morton College will make the storage location available 3 weeks before the first date of classes each semester, in which time MK Education will ship the materials to Morton College for storage. Storage items may include any or all of the following: equipment, supplies, books, manuals, materials tools and other items.

Agreed:

MK Education

By: 
Mayur Shah, President

Date: 9/14, 2017

Morton College

By: _____
Name: _____
Title: _____

Date: _____, 2017

A RESOLUTION APPROVING AND ADOPTING AN ATHLETIC TRAINING SERVICES AGREEMENT BETWEEN MORTON COLLEGE AND ATHLETICO, LTD.

WHEREAS, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (the “Act”), as supplemented and amended; and

WHEREAS, Morton requires athletic training services for its student athletes at athletic events; and

WHEREAS, Athletico, Ltd. (“Athletico”) provides athletic training services and has the ability to provide the same to Morton; and

WHEREAS, Morton desires to enter into an athletic training services agreement with Athletico to allow Morton student athletes access to athletic training services at Morton athletic events. Said agreement is attached hereto as Exhibit A and is hereinafter referred to as the “Agreement”; and

WHEREAS, Athletico desires to enter into the Agreement with Morton to allow Morton student athletes access to athletic training services at Morton athletic events; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement, attached hereto as Exhibit A, with Athletico to allow Morton student athletes access to athletic training services at Morton athletic events.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. Incorporation of Preambles.

The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement with Athletico, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate those goals.

Section 3. Authorization.

The Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board authorizes and directs the President or his designee to execute the applicable Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The President or his designee is hereby authorized and directed to execute, and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and any and all such other documents as may be necessary to carry out and effectuate the purpose of this Resolution.

Section 4. Headings.

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this

Resolution.

Section 5. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 6. Superseder.

All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 7. Effective Date.

This Resolution shall be effective and in full force immediately upon passage and approval.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 18th day of September, 2017.

Chair, Board of Trustees
Illinois Community College District No. 527

Attest:

Secretary, Board of Trustees
Illinois Community College District No. 527

EXHIBIT A



Athletic Training Services Agreement

This ATHLETIC TRAINING SERVICES AGREEMENT (together with all attachments incorporated herein, this "Agreement") is made and entered into as of August 25, 2017 by and between Athletico Management, LLC, a Delaware limited liability company ("Athletico"), and Morton College ("Client" and, together with Athletico, each a "Party" and, collectively, the "Parties").

WHEREAS, Client desires to engage Athletico to provide, as an independent contractor, athletic training services to Client on the terms and conditions set forth in this Agreement, and Athletico desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Engagement.** Client hereby engages Athletico, on an independent contractor basis, to provide the athletic training services set forth on Exhibit A (the "Services") to Client on the terms and subject to the conditions set forth in this Agreement. Client hereby acknowledges and agrees that (a) the Services shall in no way be considered a substitute for the services of a physician, (b) the Services shall not involve the practice of medicine as regulated by the Illinois Department of Financial and Professional Regulation, (c) the Services are regulated by the Illinois Department of Financial and Professional Regulation under the Illinois Athletic Training-Trainers Practice Act and (d) Athletico shall perform the Services solely under the direction and control of Client and its athletic trainers, physicians, employees and agents.
2. **Compensation.** In compensation for the Services, Client shall (a) perform each obligation set forth under the heading "Client Responsibilities" on Exhibit A and (b) pay Athletico the fees set forth on Exhibit B.
3. **Late Payments:** All payments not received by Athletico within thirty (30) days after the date of invoice shall bear interest at the rate of 1% per month (or the highest rate permitted by applicable law, if lower) until final payment is made. Client shall be responsible for all costs of collection incurred by Athletico, including court costs and reasonable attorneys' fees.
4. **Term of Agreement.** The term of this Agreement (the "Term") shall be from August 1, 2017 through June 30, 2020. Notwithstanding the foregoing, (a) either Party may terminate this Agreement immediately by notice upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, upon the other Party making an assignment for the benefit of creditors or admitting in writing its inability to pay its bills, upon the other Party's insolvency or upon the other Party ceasing to do business; (b) either Party may terminate this Agreement upon notice in the event of a breach of this Agreement by the other Party that is not cured within thirty (30) days after written notice thereof; and (c) Athletico may terminate this Agreement upon notice if Client fails to pay any amount owed hereunder within sixty (60) days after the date on which such amount was due; and (d) Athletico and Client may terminate without cause on thirty (30) days prior written notice to Client ~~the non-terminating Party~~.
5. **Opportunities.** Prior to entering into any agreement with a third party for physical therapy or athletic training services or for sponsorship in the designated category described in this Agreement, Client shall first offer the opportunity to Athletico on the same terms and conditions as offered to or by the third party. Athletico shall have thirty (30) days during which to accept said offer. If Athletico does not accept said offer within thirty (30) days, Client may accept the third party offer. ~~If Client does not enter into an agreement with the third party on the terms and conditions offered to Athletico within ninety (90) days after the expiration of such thirty (30)-day period, Client's right to enter into the agreement shall expire and the procedure described in this Section 5 shall again be applicable.~~
6. **Insurance.** During the term of this Agreement, each Party shall procure and maintain adequate and commercially reasonable insurance coverage (including, in the case of Athletico, professional liability coverage) from financially responsible insurance companies duly authorized to provide such insurance in the state of such Party's organization, which insurance shall be in full compliance with all applicable statutory requirements. Client shall add Athletico as an additional insured under its liability insurance policy and provide evidence thereof upon Athletico's written request. Athletico shall maintain professional liability insurance coverage with a minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Client shall be named as an additional insured on such liability insurance.
7. **Incorporation of RFP.** The terms and conditions set forth in the Invitation to Bid for Athletic Training Services ("Invitation to Bid") completed by Athletico and attached hereto as Exhibit A, is hereby incorporated herein by reference. The terms contained in the Invitation to Bid shall supersede and take precedence over the terms and conditions in this Agreement, to the extent that they conflict.
- 7.8. **Indemnification and Waivers.**
 - a. **Athletico.** Athletico shall indemnify, defend, and hold harmless Client, its directors, officers, and agents from and against any and all liability, suits, claims, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any negligent or reckless act or omission, or intentional misconduct, of Athletico, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Athletico or (iii) the failure of any equipment supplied by Athletico.
 - b. **Client.** Client shall indemnify, defend and hold harmless, Athletico, its affiliates, officers, agents and employees, from and against any and all liability, suits, losses, damages, costs and expenses whatsoever, including, without limitation, reasonable attorney's fees and court costs, to the extent caused by, resulting from or related to (i) any act or omission, or intentional misconduct, of Client, or any of its employees or agents, in performing this Agreement, (ii) any breach of this Agreement by Client, (iii) the failure of any equipment that is not supplied by Athletico or (iv) any event at which the Services are being provided, except to the extent resulting from the provision of the Services by Athletico.
 - c. **Limitations.** In no event shall either Party be liable hereunder (whether in action in negligence, contract or tort or otherwise) for any indirect, incidental, special, consequential or punitive damages. Athletico's aggregate liability related

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to this Agreement shall not exceed the aggregate fees paid to Athletico by Client hereunder, except to the extent such liability is caused by, or results from, Athletico's negligent or reckless act or omission or intentional misconduct.

- d. **Participant Waiver of Liability.** Client shall collect and maintain executed liability waivers from each participant which include an express consent to have Athletico's athletic trainers, physical therapists, massage therapists or other personnel provide participant with medical assistance and/or treatment and agreement by the applicable participant to hold harmless and indemnify all such Athletico personnel from all liability, loss, cost or other claim of damage whatsoever, including, injury, death or damage to property. If any participant is under the age of 18, such participant's waiver must also be executed by such participant's parent or legal guardian. Client shall provide Athletico with copies of such waivers or access to such waivers upon Athletico's written request. The failure to secure or maintain such waivers shall constitute a material breach of the Agreement.
- e. **HIPAA Waivers.** If Client desires to receive any protected health information of a participant from Athletico, Client shall cause such participant (or such participant's parent or guardian if such participant is under the age of 18) to execute and deliver to Athletico an acceptable Authorization for Release of Health Information.
- f. **Management Plans.** Notwithstanding the foregoing, Client is responsible for designing and implementing its concussion management plan to the extent required by in-compliance with applicable state and federal laws; ~~and~~ Athletico shall not have any responsibility or liability for the design or implementation for such plan.

8-9. 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 address set forth below or at such other or additional address as the other party may designate by notice to the other:

If to Client: Morton College c/o Stanley Fields and William Jacklin
3801 S. Central Avenue, Cicero, IL 60804-4398

With Copy to Del Galdo Law Group, LLC c/o Michael Del Galdo
Client's Attorney: 1441 Harlem Ave, Berwyn, IL 60402

And

If to Athletico: Athletico Management, LLC. c/o Susan Rowe, Payten Gerjerts, Jason Bannack, and Jason Barclay
625 Enterprise Drive, Oak Brook, IL 60523

9-10. Miscellaneous.

- a. **Governing Law/Arbitration.** This Agreement shall be governed by the laws of the State of Illinois (~~excluding its without regard to~~ choice of law principles). The parties agree that any disputes arising hereunder that the Parties cannot resolve themselves shall be settled by binding arbitration with a single arbitrator agreed to by the Parties, or if the Parties cannot agree, by a single arbitrator selected by the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted using the Federal Rules of Evidence and the Federal Rules of Civil Procedure, to the extent applicable. Unless the parties agree otherwise in writing, the arbitration hearing shall be held in DuPage County, Illinois.
- b. **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations, including, without limitation, those governing the release and handling of patient medical records or student records. Client shall not request any Service, the performance of which would require Athletico to violate any applicable wage and hour law or other law related to working conditions.
- c. **Severability.** If any provision of this Agreement is held to be invalid as applied to any fact or circumstance, it shall not effect the remaining provisions or the same provision as applied to any other fact or circumstance.
- d. **Counterparts/Electronic Delivery.** This Agreement may be executed in multiple counterparts, and by facsimile, portable document format (.pdf) or other electronic means, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
- e. **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, except those specifically mentioned herein.
- f. **Change in Law.** If either Party determines that this Agreement would violate any applicable law, rule or regulation, or that there is a change in the law, whether or not that change has gone into effect, and such change has had, or is reasonably likely to have, a material adverse effect on such Party's rights or obligations under the Agreement or the cost to provide the Services under the Agreement, this Agreement shall be immediately suspended upon written notice to the other Party to the extent necessary to resolve the issue, and the Parties shall negotiate in good faith in an effort to agree on appropriate revisions to this Agreement to reach a resolution to the issue, including renegotiating the terms of Exhibit A or Exhibit B attached hereto. If the Parties are unable to agree upon appropriate revisions within thirty (30) days after commencing such negotiation, either Party may terminate this Agreement upon notice to the other Party.
- g. **Inability to Perform.** Each Party's obligations under the Agreement shall immediately cease if such Party is unable to perform its obligations by reason of physical disaster, governmental acts, labor difficulties, strikes or other circumstances beyond the control of such party, but such obligations shall resume when such Party is no longer unable to perform. Each Party shall provide the other Party with notice if it becomes aware of any occurrence or circumstance that could materially impair such Party's ability to carry out its duties and obligations under this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent; provided that Athletico may freely assign this Agreement to any affiliate or to any entity who acquires a majority of its ownership interests or a majority of its assets or the assets of any business unit of Athletico.
- i. **Non-Interference.** During the Term and for a two (2)-year period thereafter, Client shall not induce or attempt to induce any employee of Athletico or its affiliates to terminate his or her employment with Athletico, or otherwise solicit, hire, or recommend that any third party hire, any employees of Athletico or its affiliates, or otherwise assist any third party in connection with any of the foregoing actions, without the written approval of Athletico.
- j. **No Discrimination.** Neither party shall discriminate against any person on the grounds of race, color, national origin, religion, age, disability or any other classification protected by applicable law in discharging its respective duties and responsibilities under this Agreement. It is the policy of Athletico to provide equal employment opportunities for all

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qualified applicants and employees, without regard to race, color, creed, religion, sex, national origin, nationality, ancestry, citizenship status, age, pregnancy, childbirth, marital status, sexual orientation (including gender-related identity), physical or mental disability, genetic information, H.I.V. status, status as a victim of domestic violence, order of protection status, military status, unfavorable discharge from military service, veteran status, liability for service in the Armed Forces of the United States or any other classification protected by applicable law.

- k. **Waiver.** No waiver of any provision hereof shall be effective unless expressly made in writing and executed by the Party making the waiver. The failure of any Party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.
- l. **Captions.** The captions used in this Agreement as headings of the various sections are for convenience only and are not and shall not be used to construe any part of this Agreement.
- m. **Authority to Execute.** Each Party hereby represents and warrants that the party executing this Agreement on its behalf has full authority to execute this Agreement on its behalf.
- n. **No Partnership.** Nothing in this Agreement is intended to, or shall be construed to, constitute or establish an agency, partnership, joint venture, franchise or fiduciary relationship between the Parties. Neither Party shall have the right, or shall hold themselves out to have the right, to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as expressly provided herein.
- o. **Confidentiality.** Each party will keep the terms of this Agreement confidential, except as required by applicable law or legal process.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATHLETICO MANAGEMENT, LLC

By: _____
Jason Bannack, Vice President of Outreach Services

MORTON COLLEGE

By: _____
Dr. Stanley Fields, President

EXHIBIT A

ATHLETICO RESPONSIBILITIES:

Athletico will be the official provider of athletic training coverage for Client and will provide the following athletic training services:

- a. One (1), certified athletic trainer will be available Monday-Friday for pre-event taping, home event coverage for sanctioned events and contests, injury assessment, post-game follow-up and rehabilitation for the Fall, Winter, and Spring seasons for the 2017-2018, 2018-2019 and 2019-2020 school years. Coverage will also be made available on Saturdays per practice and home event schedule. An Athletic Trainer will be assigned for coverage at 40 hours per week in the Fall and 25 hours per week in the Winter and Spring seasons for the 2017-2018 school year. Seasonal hour allotment for the 2018-2019 and 2019-2020 school years to be mutually agreed upon by the Client and Athletico, not to exceed 40 hours per week. The foregoing services shall be considered "Regular Services" for purposes of this Agreement; provided that any hours in excess of the above defined hours per week shall be considered "Additional Services" and (ii) any Services provided on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or New Years Day (or, to the extent any such holiday falls on a weekend, the weekday on which such holiday is observed) shall be considered "Additional Services."
- b. If applicable, one (1), licensed, certified athletic trainer will be available for summer camp coverage. Summer hours will be mutually agreed upon between Athletico and Client by May 1st of each year. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- c. Upon request, and if available, an Athletic Trainer will be provided for both home and away state competitions; provided that any such services shall be considered "Additional Services" for purposes of this Agreement. Requests for coverage should be made within twenty-four (24) hours of notification of contest date and site to Athletico Manager of Athletic Training Services. Parameters of travel include:
 - i. Travel days to be inclusive of the 40 hours weekly allotment per athletic trainer. Start time is defined as departure for travel and end time is defined as return.
 - ii. Travel accommodation including transportation, lodging and food will be paid for by Client.
- d. As needed and upon reasonable advance notice, Athletico shall use reasonable efforts to make an Athletic Trainer available at times other than those listed below in response to the special needs of the Client as needed and shall provide those services as outlined above. Such instances could include unscheduled events, acute injury circumstances, school affiliated functions, training sessions for coaches and staff and other situations which may arise. In all instances, the Client agrees to use reasonable efforts to provide Athletico with advance notice of all such additional requirements, as well as any schedule changes. The foregoing services shall be considered "Additional Services" for purposes of this Agreement.
- e. Coverage shall include on-site injury care and evaluation as well as assistance on all matters pertaining to the health and well-being of the athletes, including, without limitation, the coordination of follow-up treatment and rehabilitation as necessary for all injuries sustained by athletes.
- f. Coverage shall include the use of modalities as indicated by the Illinois Athletic Training Practice Act.
- g. Maintenance of complete and accurate records of all athletic injuries and treatment rendered.
- h. Athletico shall provide Education to the board members, coaches, players, and parents of Client on the importance of medical care and follow-up necessity with an Athletico facility after injury.
- i. Student-athletes, families, coaching and administration staff of the Client will have access to all Athletico centers for complimentary injury assessments to the extent permitted by applicable law.
- j. Athletico shall provide a 10-15 minute lecture introducing services available to Client at the Client's athletics introduction meeting.

CLIENT RESPONSIBILITIES:

- a. Client must submit schedule changes within fourteen (14) business days prior to event in question. Failure to do so will mean possible forfeiture of coverage, depending on available personnel.
- b. Name Athletico as "The Official Provider of Physical Therapy and Athletic Training for Morton College" in all press releases, radio spots, newsletters, related materials and website. Athletico will be designated as the exclusive provider in the Physical Therapy, Occupational Therapy, Athletic Training, Work Rehab and Sports Medicine category.
- c. Client shall cause each athlete to obtain all equipment required by any applicable laws, rules or industry and/or governing body standards or policies or as needed to protect against all foreseeable or unforeseeable injuries. Neither Athletico nor any of its athletic trainers, employees, or other agents makes any representations or warranties regarding any equipment not specifically provided by Athletico and none of the foregoing shall be liable for any failure of any equipment to function properly.
- d. Client shall establish a link, logo and information pertaining to Athletico's assigned certified athletic trainer and all Athletico services to Client website.
- e. Client shall educate the players and parents of their teams on the importance of medical care and follow-up if necessary with an Athletico facility after injury.
- f. Client shall provide a link and logo to Athletico, and by doing so, grants unconditional use of all such images for use on the www.athletico.com website affiliation section, or any other website maintained by Athletico for purposes of promoting its athletic training services to others.
- g. Client shall place one Athletico banner in the main gymnasium and outdoor field for the Term of the Agreement.

EXHIBIT B

COMPENSATION:

As compensation for all Regular Services, Client shall pay Athletico the sum of \$43,575.00 for the 2017-2018 school year. The \$43,575.00 amount shall be invoiced and payable in installments as follows:

First Installment:	Due September-October 1, 2017	=	\$14,525.00
Second Installment:	Due December 1, 2017	=	\$14,525.00
Third Installment:	Due March 1, 2018	=	\$14,525.00

All invoices submitted by Athletico hereunder shall be sent to the following address or, if no address is set forth on this Exhibit B, to the address set forth in Section 8:

Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
William Jacklin, Athletic Director
Phone: 708.656.8000 ext. 2370
William.jacklin@morton.edu

The compensation for Regular Services for subsequent year contracts shall be based on \$35.00 per hour for the coverage hours determined by the Client and Athletico with seasonal hour allotment between 25 to 40 hours per week.

Any Additional Services performed by Athletico shall be billed to Client at a rate equal to \$35.00 per hour.

Additional Services will be invoiced on a monthly basis via mail based on actual hours. Client shall pay each invoice in full within 2 weeks after invoice date.

MORTON COLLEGE
Facility Use Permit Application

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 8/29/2017

Name of Organization: State Representative Elizabeth "Lisa" Hernandez
 Address: 2137 S. Lombard Ave Cicero IL 60804
Street City Zip Code

Telephone: (708) 222-5240 Person to Contact: Enka Rodriguez
Rosa Gaytan

Date(s) Requested: September 23rd

Time Requested: From: 9:30 AM To: 2:00 PM

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: 3 Classrooms and the Cafeteria

Purpose of Use: 1 classroom for salsa workshop and
classroom Mexican consulate, one classroom
for DREA, Cafeteria for colleges

Expected Attendance: 60-80

Equipment Requested: over head projector

Extent to which refreshments, if any, are to be served: coffee

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: 

Organization Title: _____

Please send this form to: Director of Physical Plant
 Morton College
 3801 S. Central Ave.
 Cicero, Illinois 60804
 (708) 656-8000, Ext. 221 Fax (708) 656-7679

CMS

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

CERTIFICATE OF COVERAGE

ISSUE DATE

8/29/2016

PRODUCER State of Illinois
Department of Central Management Services
Bureau of Benefits
Risk Management Division
801 S. 7th Street, Fl. 6-M
Springfield, IL 62703

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OR PLANS BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A State of Illinois - Self-Insured Plan

COMPANY LETTER B State of Illinois - Self-Insured Plan

COMPANY LETTER C State of Illinois - Self-Insured Plan

COMPANY LETTER D State of Illinois - Self-Insured Plan

COMPANY LETTER E State of Illinois - Self-Insured Plan

COMPANY LETTER F

INSURED
State Representative Elizabeth "Lisa" Hernandez
2137 South Lombard, Suite 205
Cicero, IL 60804

COVERAGE This is to certify that the policies of insurance and/or self-insured plans listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, terms or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims

CO LT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER CONTRACTOR PROT <input type="checkbox"/> _____	State of Illinois Self-Insured Plan	5/18/81	Per Person/Per Occurrence As Defined By Statute	\$ 100
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	State of Illinois Self-Insured Plan	8/7/76	Until Repealed	COMBINE D SINGLE LIMIT As Defined By Statute \$ 2,000
C	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	State of Illinois Self-Insured Plan	7/1/75	Until Repealed	As Defined By Statute
D	FIDELITY AND SURETY BOND PLAN	State of Illinois Self-Insured Plan	8/30/89	Until Repealed	As Defined By Statute
E	EMPLOYEE REPRESENTATION AND INDEMNIFICATION PLAN	State of Illinois Self-Insured Plan	12/3/77	Until Repealed	As Defined By Statute
F	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:

This certificate is provided as evidence of coverage, pursuant to 20 ILCS 405-105(7), for public liability exposures of the State of Illinois and its employees within the scope of their employment. This certificate is being issued for an event titled College for Everyone at Morton College in Cicero, IL on October 1, 2016 and/or October 15, 2016.

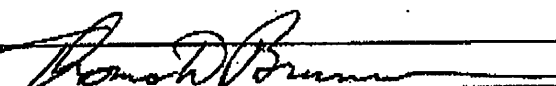
CERTIFICATE HOLDER

Morton College
3801 South Central Avenue
Cicero, IL 60804

CANCELLATION

Should any of the above described policies or coverages be cancelled before the expiration date thereof, the State of Illinois will endeavour to mail 45 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the State of Illinois; commercial property or its agents.

Authorized Representative



**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Brenda Zepeda, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Brenda Zepeda
Address: 3200 S. Kedvale Aveune **City:** Chicago **Zip:** 60623
Home Phone Number: _____
Mobile Phone Number: _____
Date of Birth: 5/6/84
Drivers License Number: Z130-0798-4730
Full-Time Employer: _____
Business Address: _____
Business Phone Number: _____

WHEREAS, Independent Contractor desires to serve as the **Assistant Cross Country** ("Coach") of Morton for the 2017 - 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Cross Country Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the August 1, 2017 (the "Commencement Date") and shall continue until the June 30, 2018 ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): \$2400.00. Said stipend is payable as follows:
- | | |
|-----------------|--------------------------------------|
| <u>\$800.00</u> | <u>on Friday, September 1, 2017</u> |
| <u>\$800.00</u> | <u>on Friday, September 29, 2017</u> |
| <u>\$800.00</u> | <u>on Friday, October 20, 2017</u> |

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Brenda Zepeda
3200 S. Kedvale Avenue
Chicago, IL 60623

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 2nd day of August, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Christopher Wido, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Christopher Wido
Address: 6N622 Route 31 **City:** St. Charles **Zip:** 60175
Home Phone Number: _____
Mobile Phone Number: _____
Date of Birth: 12-07-93
Drivers License Number: W300-1009-3348
Full-Time Employer: N/A
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the **Assistant Baseball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Baseball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the August 1, 2017 (the

“Commencement Date”) and shall continue until the **June 30, 2018** (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$3930.57**. Said stipend is payable as follows:

<u>\$982.64</u>	<u>on Friday, January 5, 2018</u>
<u>\$982.64</u>	<u>on Friday, February 2, 2018</u>
<u>\$982.64</u>	<u>on Friday, March 2, 2018</u>
<u>\$982.65</u>	<u>on Friday, May 4, 2018</u>

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Christopher Wido
6N622 Route 31
St. Charles, IL 60175

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 10th day of August, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Dayanara Hurn, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Dayanara Hurn
Address: 11115 80th Place **City:** La Grange **Zip:** 60525
Home Phone Number: _____
Mobile Phone Number: _____
Date of Birth: 08/15/79
Drivers License Number: H650-1737-9832
Full-Time Employer: _____
Business Address: _____
Business Phone Number: _____

WHEREAS, Independent Contractor desires to serve as the **Assistant Women's Basketball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Women's Basketball Coach**, attached hereto and **as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton.** Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. **Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.**

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$1856.00**. Said stipend is payable as follows:
- | | |
|------------------------|---|
| <u>\$464.00</u> | <u>on Friday, October 6, 2017</u> |
| <u>\$464.00</u> | <u>on Friday, November 3, 2017</u> |
| <u>\$464.00</u> | <u>on Friday, January 5, 2018</u> |
| <u>\$464.00</u> | <u>on Friday, February 2, 2018</u> |

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Dayanara Hurn
11115 80th Place
La Grange, IL 60525

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 9th day of August, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Augustin Coronado, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Augustin Coronado
Address: 342 Beach Avenue **City:** LaGrange Park **Zip:** 60526
Home Phone Number: (708) 484-8281
Mobile Phone Number: (708) 785-4143
Date of Birth: June 24, 1974
Driver's License Number: C653-0007-4179
Full-Time Employer: Cicero Public Schools – Lincoln School
Business Address: 3545 S. 61st Avenue, Cicero, IL 60804
Business Phone Number: (708) 652-8889

WHEREAS, Independent Contractor desires to serve as the Head Cross Country ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Head Cross Country Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the

“Commencement Date”) and shall continue until the June 30, 2018 (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. RESTRICTIVE COVENANTS. To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$6895.85**. Said stipend is payable as follows:

\$1000.00	on Friday, September 1, 2017
\$2298.61	on Friday, September 1, 2017
\$2298.62	on Friday, September 29, 2017
\$2298.62	on Friday, October 20, 2017

The September 1st payment is for program recruiting for 2017-2018. The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Augustin Coronado
342 Beach Avenue
LaGrange Park, IL 60526

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Hector Lopez, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Hector Lopez
Address: 2912 Wisconsin Ave **City:** Berwyn **Zip:** 60402
Home Phone Number: _____
Mobile Phone Number: 708-927-2945
Date of Birth: 2/20/93
Drivers License Number: L122-3209-3051
Full-Time Employer: _____
Business Address: _____
Business Phone Number: _____

WHEREAS, Independent Contractor desires to serve as the **Assistant Cross Country** ("Coach") of Morton for the 2017 - 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Cross Country Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the August 1, 2017 (the "Commencement Date") and shall continue until the June 30, 2018 ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. RESTRICTIVE COVENANTS. To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. REMUNERATION. Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): \$2200.00. Said stipend is payable as follows:

<u>\$733.33</u>	<u>on Friday, September 1, 2017</u>
<u>\$733.33</u>	<u>on Friday, September 29, 2017</u>
<u>\$733.34</u>	<u>on Friday, October 20, 2017</u>

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Hector Lopez
2912 Wisconsin Avenue
Berwyn, IL 60402

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. **Independent**

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 2nd day of August, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Juan M. Franco, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Juan M. Franco
Address: 3400 South 60th Court **City:** Cicero **Zip:** 60804
Home Phone Number: N/A
Mobile Phone Number: (708) 421-1006
Date of Birth: 01-10-1957
Driver's License Number: F652-4335-7010
Full-Time Employer: N/A
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the **Head Men's Soccer** ("Coach") of Morton for the **2017 – 2018** season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Head Men's Soccer Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the

“Commencement Date”) and shall continue until the June 30, 2018 (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. RESTRICTIVE COVENANTS. To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$8235.88**. Said stipend is payable as follows:

\$1000.00	on Friday, September 1, 2017
\$2745.29	on Friday, September 1, 2017
\$2745.29	on Friday, September 29, 2017
\$2745.30	on Friday, October 20, 2017

The September 1st payment is for program recruiting for 2017-2018. The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Juan M. Franco
3400 South 60th Court
Cicero, IL 60804

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Juan M. Franco, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Juan M. Franco
Address: 3400 South 60th Court **City:** Cicero **Zip:** 60804
Home Phone Number: N/A
Mobile Phone Number: (708) 421-1006
Date of Birth: 01-10-1957
Driver's License Number: F652-4335-7010
Full-Time Employer: N/A
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the **Head Women's Soccer** ("Coach") of Morton for the **2017 – 2018** season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for Head Women's Soccer Coach, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. RESTRICTIVE COVENANTS. To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. REMUNERATION. Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$8235.88**. Said stipend is payable as follows:

<u>\$1000.00</u>	<u>on Friday, September 1, 2017</u>
<u>\$2745.29</u>	<u>on Friday, September 1, 2017</u>
<u>\$2745.29</u>	<u>on Friday, September 29, 2017</u>
<u>\$2745.30</u>	<u>on Friday, October 20, 2017</u>

The **September 1st** payment is for program recruiting for **2017-2018**. The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Juan M. Franco
3400 South 60th Court
Cicero, IL 60804

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Larry Lanciotti, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Lawrence A. Lanciotti
Address: 104 Sharon Court **City:** North Aurora **Zip:** 60542
Home Phone Number: (630) 801-0085
Mobile Phone Number: (630) 399-6080
Date of Birth: 05-23-1959
Drivers License Number: L523-5215-9147
Full-Time Employer: Morton College
Business Address: 3801 S. Central Avenue, Cicero, IL 60804
Business Phone Number: (708) 656-8000 ext. 1365

WHEREAS, Independent Contractor desires to serve as the Head Women's Basketball ("Coach") of Morton for the 2017 - 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Head Women's Basketball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$9017.65**. Said stipend is payable as follows:
- | | |
|------------------|-------------------------------------|
| \$1000.00 | on Friday, September 1, 2017 |
| \$2254.41 | on Friday, October 6, 2017 |
| \$2254.41 | on Friday, November 3, 2017 |
| \$2254.41 | on Friday, January 5, 2018 |
| \$2254.42 | on Friday, February 2, 2018 |
- The **September 1st** payment for program recruiting for **2017-2018**. The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Lawrence A. Lanciotti
104 Sharon Court
North Aurora, IL 60542

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College

Date _____

Independent Contractor

Date _____

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Melissa Anderson, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Melissa Anderson
Address: 2974 Des Plaines Avenue **City:** North Riverside **Zip:** 60546
Home Phone Number: _____
Mobile Phone Number: (708) 965-3745
Date of Birth: 12/7/88
Drivers License Number: A536-5518-8948
Full-Time Employer: _____
Business Address: _____
Business Phone Number: _____

WHEREAS, Independent Contractor desires to serve as the **Assistant Women's Basketball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Women's Basketball Coach**, attached hereto and **as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton.** Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. **Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA,** in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$2600.00**. Said stipend is payable as follows:
- | | |
|------------------------|---|
| <u>\$650.00</u> | <u>on Friday, October 6, 2017</u> |
| <u>\$650.00</u> | <u>on Friday, November 3, 2017</u> |
| <u>\$650.00</u> | <u>on Friday, January 5, 2018</u> |
| <u>\$650.00</u> | <u>on Friday, February 2, 2018</u> |

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Melissa Anderson
2974 Des Plaines Avenue
North Riverside, IL 60546

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. **Independent**

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 9th day of August, 2017.

Executed:

President of Morton College

Date _____

Independent Contractor

Date _____

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Renee Calabrese, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Renee Calabrese
Address: 217 Campbell Drive **City:** Bolingbrook **Zip:** 60440
Home Phone Number: _____
Mobile Phone Number: _____
Date of Birth: 10/07/82
Drivers License Number: C416-7338-2886
Full-Time Employer: _____
Business Address: _____
Business Phone Number: _____

WHEREAS, Independent Contractor desires to serve as the **Assistant Women's Basketball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Women's Basketball Coach**, attached hereto and **as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton.** Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. **Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.**

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$1856.00**. Said stipend is payable as follows:
- | | |
|------------------------|---|
| <u>\$464.00</u> | <u>on Friday, October 6, 2017</u> |
| <u>\$464.00</u> | <u>on Friday, November 3, 2017</u> |
| <u>\$464.00</u> | <u>on Friday, January 5, 2018</u> |
| <u>\$464.00</u> | <u>on Friday, March 2, 2018</u> |

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Renee Calabrese
217 Campbell Drive
Bolingbrook, IL 60440

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 9th day of August, 2017.

Executed:

President of Morton College

Date _____

Independent Contractor

Date _____

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Thomas Malesky, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Thomas C. Malesky
Address: 9121 South 89th Avenue **City:** Hickory Hills **Zip:** 60457
Home Phone Number: N/A
Mobile Phone Number: (708) 977-8334
Date of Birth: 04-17-1949
Drivers License Number: M420-8234-9110
Full-Time Employer: Retired
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the **Head Softball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Head Softball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the

“Commencement Date”) and shall continue until the **June 30, 2018** (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$9017.65.** Said stipend is payable as follows:

<u>\$1000.00</u>	<u>on Friday, September 1, 2017</u>
<u>\$2254.41</u>	<u>on Friday, January 5, 2018</u>
<u>\$2254.41</u>	<u>on Friday, February 2, 2018</u>
<u>\$2254.41</u>	<u>on Friday, March 2, 2018</u>
<u>\$2254.42</u>	<u>on Friday, May 4, 2018</u>

The **September 1st** payment is for program recruiting for **2017-2018.** The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Thomas C. Malesky
9121 South 89th Avenue
Hickory Hills, IL 60457

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College

Date _____

Independent Contractor

Date _____

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Thomas Malesky, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Thomas C. Malesky
Address: 9121 South 89th Avenue **City:** Hickory Hills **Zip:** 60457
Home Phone Number: N/A
Mobile Phone Number: (708) 977-8334
Date of Birth: 04-17-1949
Drivers License Number: M420-8234-9110
Full-Time Employer: Retired
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the Head Volleyball ("Coach") of Morton for the 2017 - 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Head Volleyball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the

“Commencement Date”) and shall continue until the June 30, 2018 (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. RESTRICTIVE COVENANTS. To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$7632.00**. Said stipend is payable as follows:

\$1000.00	on Friday, September 1, 2017
\$2544.00	on Friday, September 1, 2017
\$2544.00	on Friday, September 29, 2017
\$2544.00	on Friday, October 20, 2017

The September 1st payment is for program recruiting for 2017-2018. The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Thomas C. Malesky
9121 South 89th Avenue
Hickory Hills, IL 60457

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
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Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Josafat Javier Roman, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Josafat Javier Roman
Address: 4507 South Kenilworth **City:** Forest-View **Zip:** 60402
Home Phone Number: _____
Mobile Phone Number: (708) -668-8299
Date of Birth: 11-14-1966
Drivers License Number: R550-4306-6324
Full-Time Employer: Alianza Soccer Field - Owner
Business Address: 3401 South Cicero, Cicero, IL 60804
Business Phone Number: (708) 668-8299

WHEREAS, Independent Contractor desires to serve as the **Assistant Men's Soccer** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Men's Soccer Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$2882.39**. Said stipend is payable as follows:
- | | |
|------------------------|---|
| <u>\$960.79</u> | <u>on Friday September 1, 2017</u> |
| <u>\$960.80</u> | <u>on Friday, September 29, 2017</u> |
| <u>\$960.80</u> | <u>on Friday, October 20, 2017</u> |

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Josafat Javier Roman
4507 South Kenilworth Avenue
Forest View, IL 60402

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. **Independent**

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 31st day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
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Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Lillianna S. Franco Carrera, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Lillianna S. Franco Carrera
Address: 4224 Joliet Avenue – Unit 2 **City:** Lyons **Zip:** 60534
Home Phone Number: _____
Mobile Phone Number: (708) 227-5930
Date of Birth: 04-04-89
Drivers License Number: C660-5378-9697
Full-Time Employer: n/a
Business Address: n/a
Business Phone Number: n/a

WHEREAS, Independent Contractor desires to serve as the **Assistant Women's Soccer** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Women's Soccer Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$5,764.77**. Said stipend is payable as follows:
\$1921.59 on Friday, September 1, 2017
\$1921.59 on Friday, September 29, 2017
\$1921.59 on Friday, October 20, 2017

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

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fourteen (14) calendar days from the date of Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Lillianna S. Franco Carrera
4224 Joliet Avenue – Unit 2
Lyons, IL 60534

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

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- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. **Independent**

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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.

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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 31st day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

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WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Lillianna S. Franco Carrera
Address: 4224 Joliet Avenue – Unit 2 **City:** Lyons **Zip:** 60534
Home Phone Number: _____
Mobile Phone Number: (708) 227-5930
Date of Birth: 04-04-89
Drivers License Number: C660-5378-9697
Full-Time Employer: n/a
Business Address: n/a
Business Phone Number: n/a

WHEREAS, Independent Contractor desires to serve as the **Assistant Men's Soccer** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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:

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- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the "Commencement Date") and shall continue until the **June 30, 2018** ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.
3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.
4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$2882.39**. Said stipend is payable as follows:

<u>\$960.79</u>	<u>on Friday, September 1, 2017</u>
<u>\$960.80</u>	<u>on Friday, September 29, 2017</u>
<u>\$960.80</u>	<u>on Friday, October 20, 2017</u>

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Lillianna S. Franco Carrera
4224 Joliet Avenue – Unit 2
Joliet, IL 60534

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 31st day of July, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Nestor Carrillo, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Nestor Carrillo
Address: 2720 S. 58th Court **City:** Cicero **Zip:** 60804
Home Phone Number: _____
Mobile Phone Number: (708) 261-8986
Date of Birth: 01-04-90
Driver's License Number: C642-6239-0004
Full-Time Employer: N/A
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the Head Baseball ("Coach") of Morton for the 2017 - 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Head Baseball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the **August 1, 2017** (the

“Commencement Date”) and shall continue until the **June 30, 2018** (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$7757.96.** Said stipend is payable as follows:

<u>\$1000.00</u>	<u>on Friday, September 1, 2017</u>
<u>\$1939.49</u>	<u>on Friday, January 5, 2018</u>
<u>\$1939.49</u>	<u>on Friday, February 2, 2018</u>
<u>\$1939.49</u>	<u>on Friday, March 2, 2018</u>
<u>\$1939.49</u>	<u>on Friday, May 4, 2018</u>

The **September 1st** payment is for program recruiting for **2017-2018.** The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Nestor Carrillo
2720 S. 58th Court
Cicero, IL 60804

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 11th day of July, 2017.

Executed:

President of Morton College

Date _____

Independent Contractor

Date _____

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Rose Gronko, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Rose Gronko
Address: 1431 South Highridge Parkway **City:** Westchester **Zip:** 60154
Home Phone Number: (708) 531-1647
Mobile Phone Number: (630) 634-8098
Date of Birth: 05-03-1954
Drivers License Number: G652-7335-4727
Full-Time Employer: n/a
Business Address: n/a
Business Phone Number: n/a

WHEREAS, Independent Contractor desires to serve as the **Assistant Volleyball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Volleyball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the August 1, 2017 (the

“Commencement Date”) and shall continue until the June 30, 2018 (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. RESTRICTIVE COVENANTS. To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): \$5,341.89. Said stipend is payable as follows:

\$1780.63 on Friday, September 1, 2017

\$1780.63 on Friday, September 29, 2017

\$1780.63 on Friday, October 20, 2017

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Rose Gronko

1431 South Highridge Parkway
Westchester, IL 60154

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 21st day of August, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this _____ day of _____, 20____ (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and _____, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Dayanara Hurn
Address: 11115 80th Place **City:** LaGrange **Zip:** 60525
Home Phone Number: _____
Mobile Phone Number: _____
Date of Birth: 08/15/79
Drivers License Number: H650-1737-9832
Full-Time Employer: _____
Business Address: _____
Business Phone Number: _____

WHEREAS, Independent Contractor desires to serve as the **Strength and Conditioning** ("Coach") of Morton for the **2016-2017** season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Strength and Conditioning Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. **TERM.** The term of Independent Contractor's personal services Agreement shall commence on the September 4, 2017 (the "Commencement Date") and shall continue until the May 31, 2018 ("Expiration Date"), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor's past performance, among other factors.

3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor's knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor's acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$5000.00** Said stipend is payable as follows:

\$263.15	on Friday September 15, 2017
\$263.15	on Friday September 29, 2017
\$263.15	on Friday October 13, 2017
\$263.15	on Friday October 27, 2017
\$263.15	on Friday November 10, 2017
\$263.15	on Friday December 1, 2017
\$263.15	on Friday December 15, 2017
\$263.15	on Friday January 19, 2018
\$263.15	on Friday January 26, 2018
\$263.15	on Friday February 2, 2018
\$263.15	on Friday February 16, 2018
\$263.15	on Friday March 2, 2018
\$263.15	on Friday March 9, 2018
\$263.15	on Friday March 30, 2018
\$263.15	on Friday April 6, 2018
\$263.15	on Friday April 20, 2018
\$263.15	on Friday May 4, 2018
\$263.15	on Friday May 18, 2018
\$263.15	on Thursday May 31, 2018

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 Taxes. No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Dayanara Hurn
111150 80th Place
LaGrange IL 60525

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 _____, 20____.

Executed:

President of Morton College

Date _____

Independent Contractor

Date _____

Updated: 11/7/2014

**MORTON COLLEGE
PART-TIME AND TEMPORARY
PERSONAL SERVICES AGREEMENT
(Athletics' Department)**

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 1st day of August, 2017 (the "Effective Date") by and between Morton College, Community College District No. 527, an Illinois Community College District ("Morton College" or "Morton" or the "College"), and Louis Alvarado, an individual residing in Illinois ("Independent Contractor"), (collectively, Morton College and Independent Contractor may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H:

WHEREAS, the Independent Contractor's Personal Information is as follows:

Name: Louis Alvarado
Address: 2724 S. Kolin Ave. **City:** Chicago **Zip:** 60623
Home Phone Number: _____
Mobile Phone Number: _____
Date of Birth: 11/16/58
Drivers License Number: A416-5355-8326
Full-Time Employer: N/A
Business Address: N/A
Business Phone Number: N/A

WHEREAS, Independent Contractor desires to serve as the **Assistant Softball** ("Coach") of Morton for the 2017 – 2018 season under the terms and conditions set forth herein; and

WHEREAS, the Administration of the College has determined that it is in the best interest of Morton to secure the part-time and temporary services of Independent Contractor based on the terms and conditions set forth herein; 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. ENGAGEMENT.

- 1.1 Personal Services. Independent Contractor shall provide the personal services of a Coach on a part-time and temporary basis as described herein.
- 1.2 Status. Nothing herein shall be construed to create an employee / employer relationship between the Parties. Nothing herein shall be construed to create a joint venture / partnership between the Parties. Independent Contractor shall in no way be considered an employee or agent of Morton. Independent Contractor is not entitled to any fringe benefits normally afforded to employees of Morton. Independent Contractor is retained by Morton for a specific purpose. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 1.2 Duties. Independent Contractor shall perform the duties, undertake the responsibilities and exercise the authority as specifically set forth in the description for **Assistant Softball Coach**, attached hereto and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices and all applicable bylaws, rules, policies, and statements of the National Junior College Athletic Association ("NJCAA"), as the same may be updated from time to time. The Independent Contractor shall do mandatory institutional training, including but not limited to Title IX training, as designated by Morton. Independent Contractor shall perform such other duties as are assigned to him/her by the Board, the President of Morton or their respective designees in the Independent Contractor's capacity as a Coach.
- 1.3 Best Efforts. Independent Contractor agrees that at all times he/she 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Independent Contractor shall abide by all policies and decisions made by Morton, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including those bylaws, rules, policies, and statements of the NJCAA, in addition to the Board's Policies and Procedures. Independent Contractor shall act in the best interests of Morton at all times.

2. TERM. The term of Independent Contractor's personal services Agreement shall commence on the August 1, 2017 (the

“Commencement Date”) and shall continue until the **June 30, 2018** (“Expiration Date”), unless terminated earlier as provided for herein. Independent Contractor acknowledges that this Agreement for part-time temporary personal services is not a commitment on the part of Morton for future assignment; as such commitment can only be made at a later date based on student participation, exceptional needs, budget considerations and the Independent Contractor’s past performance, among other factors.

3. **RESTRICTIVE COVENANTS.** To the fullest extent of Independent Contractor’s knowledge, Independent Contractor represents and warrants to Morton that Independent Contractor 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 Independent Contractor’s acceptance of this personal services Agreement with Morton or the performance of the duties and services hereunder. Independent Contractor shall defend, indemnify and hold harmless Morton for any liability Morton may incur as the result of the existence of any such covenants, obligations or commitments.

4. **REMUNERATION.** Independent Contractor shall receive the following as his/her total remuneration for the Term of the Agreement (stipend): **\$6321.35**. Said stipend is payable as follows:

\$1580.34 on Friday, January 5, 2018

\$1580.34 on Friday, February 2, 2018

\$1580.34 on Friday, March 2, 2018

\$1580.33 on Friday, May 4, 2018

The stipend shall be prorated if the Termination Date is earlier than the Expiration Date.

4.1 **Taxes.** No federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including but not limited to, Social Security, FICA or otherwise, shall be withheld by Morton from payments to Independent Contractor. Independent Contractor understands he/she is responsible for the payment of any and all applicable federal, state and/or local taxes, deductions, pensions, contributions, insurance or other costs, payments, taxes or otherwise, including, but not limited to, Social Security, FICA or otherwise, and any other fees which may be levied against him/her in fulfillment of the services requested by the College.

5. TERMINATION.

5.1 Termination by the College. This Agreement may be terminated at any time and for any reason by the President of the College. In such event, the Board shall give the Independent Contractor seven (7) calendar days notice prior to the effective date of the early termination ("Termination Date"). Morton shall only be responsible for paying Independent Contractor his/her prorated stipend through the effective date of the early termination.

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

- (a) Any material breach of this Agreement by Morton;
- (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Independent Contractor;
- (c) A reduction in Independent Contractor's total cash compensation 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, unless Independent Contractor and such successor enter into a successor agreement.

Good Reason shall not exist if, within sixty (60) calendar days following the receipt by the President of the College of written notice from Independent Contractor describing in detail the event constituting Good Reason, Morton cures the event constituting Good Reason.

5.3 Termination due to Death. In the event of Independent Contractor's death during the term of this Agreement and while Independent Contractor is providing personal services hereunder, this Agreement shall terminate immediately at the time of Independent Contractor's death and Morton shall pay to Independent Contractor's estate his/her 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 Independent Contractor's death.

6. RETURN OF MORTON'S PROPERTY. At any time upon Morton's request and/or upon termination of Independent Contractor's Agreement with Morton, Independent Contractor shall immediately deliver to Morton all personal property owned by, belonging to or concerning any part of Morton's activities or concerning any part of Independent Contractor's activities relating to Independent Contractor's provision of services to Morton (collectively, the "Property"). The Property is acknowledged by Independent Contractor to be Morton's property, which is only entrusted to Independent Contractor on a temporary basis in his/her capacity as a Coach of Morton.
7. 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 Morton College:

Morton College
Community College District No. 527
Attn: President
3801 S. Central Avenue
Cicero, IL 60804

If to Independent Contractor:

Louis Alvarado
2724 S. Kolin Ave.
Chicago, IL 60623

8. FERPA. Independent Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding Morton's students.

9. MISCELLANEOUS.

- 9.1 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. Independent Contractor acknowledges that he/she 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.
- 9.2 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.
- 9.3 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 Independent Contractor and Morton or authorized representatives thereof.
- 9.4 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 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 is not expressly set forth in this Agreement.
- 9.5 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.
- 9.6 No Conflict of Interest. During the term of Independent Contractor's Agreement with Morton and during any period that Independent Contractor is receiving payments from Morton, Independent Contractor must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with Morton, as may be determined by the Board in its sole discretion. Independent

Contractor shall not provide, arrange for, or be involved with the housing of student-athletes in any way except for providing housing contact information to current and prospective student-athletes. If the Board believes a conflict exists during the term of this Agreement, the Board or its designee may ask Independent Contractor to choose to discontinue the other work or cease providing personal services to Morton.

- 9.7 Right to Counsel. Independent Contractor acknowledges that he/she was informed that he/she 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, Independent Contractor acknowledges that he/she 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 Morton nor Independent Contractor shall assign their respective interests 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 remainder of this page is intentionally left blank.

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 15th day of August, 2017.

Executed:

President of Morton College
Date

Independent Contractor	Date
------------------------	------

Updated: 11/7/2014

From: [Roxanne M Barone](#)
To: [Keith McLaughlin](#); [Melissa Mollett](#)
Subject: ADJUNCT FACULTY ASSIGNMENT REPORT - REVISED
Date: Wednesday, September 13, 2017 9:20:39 AM
Attachments: [Adjunct Stipend Report 2017FA-final.pdf](#)

Keith,

The following needs Board approval for September, please forward to Dr. Fields,

PROPOSED ACTION: THAT THE BOARD APPROVE THE ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR [FALL](#) SEMESTER 2017 IN THE AMOUNT OF \$912,855.83 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*]

COST ANALYSIS: \$797,051.70 pending additional class cancellations and/or additions, which would subsequently be submitted for approval

	\$115,804.13	paid through Adult Education grant funds
	\$912,855.83	Total

ATTACHMENT: Adjunct Faculty Assignment/Employment Report – [Fall](#) 2017

Roxanne Barone
Executive Assistant
Office of the Provost
Roxanne.barone@morton.edu
708-656-8000, ext. 2241

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.

2017 Fall Adjunct Stipend Report

Adjunct Full Name	Course	Course Title	Salary	Credits	Start Date	End Date
Alexandru, Vica	MAT-105-7H	College Algebra	\$3,479.56	4	8/22/2017	12/15/2017
Alexandru, Vica	MAT-090-6F	Mathematics Fundamentals	\$2,609.67	3	8/22/2017	12/15/2017
Andujar, Rey	HUM-154-42	Latin American Culture	\$2,619.48	3	8/24/2017	12/14/2017
Arenz, Richard	BUS-101-32	Financial Accounting	\$2,514.63	3	8/22/2017	12/12/2017
Arias, Olga	ENG-102-1B	Rhetoric II	\$2,493.24	3	8/21/2017	12/15/2017
Arias, Olga	HUM-151-1C	Humanities: History & Philosop	\$2,493.24	3	8/21/2017	12/15/2017
Arias, Olga	ENG-102-2C	Rhetoric II	\$2,493.24	3	8/21/2017	12/15/2017
Asche, Kyle	MUS-106-1F	Trends Modern American Music	\$2,493.24	3	8/22/2017	12/15/2017
Ashraf, Mohammad	BIO-102-9B	Introduction to Biology	\$2,741.79	4	8/25/2017	12/15/2017
Ashraf, Mohammad	BIO-102-9B	Introduction to Biology	\$2,677.81	4	8/25/2017	12/15/2017
Avalos-Thompson, Marlena	CSS-100-6G	College Study Seminar	\$2,493.24	3	9/6/2017	12/15/2017
Baker, Chris	PSY-101-52	Intro to Psychology	\$2,609.67	3	8/28/2017	12/11/2017
Barnat, Martin	CIS-159-14	Adobe Photoshop & Flash	\$2,451.33	3	8/21/2017	12/15/2017
Barnat, Martin	CIS-159-14	Adobe Photoshop & Flash	\$1,673.26	3	8/21/2017	12/15/2017
Beacham, John	ENG-101-1C	Rhetoric I	\$2,393.46	3	8/24/2017	12/12/2017
Beacham, John	ENG-102-J2	Rhetoric II	\$2,393.46	3	8/22/2017	12/12/2017
Behling, William	BUS-208-1F	Prin of Management	\$2,742.72	3	8/21/2017	12/11/2017
Behling, William	BUS-111-22	Introduction to Business	\$2,742.72	3	8/21/2017	12/11/2017
Behling, William	BUS-111-1E	Introduction to Business	\$2,742.72	3	8/21/2017	12/15/2017
Bernstein, Arnie	ENG-102-PC	Rhetoric II	\$2,609.67	3	8/29/2017	12/14/2017
Bernstein, Arnie	ENG-088-9B	Basic Composition	\$2,609.67	3	8/22/2017	12/14/2017
Berry, Raymond	ENG-088-72	Basic Composition	\$2,619.48	3	8/21/2017	12/13/2017
Berry, Raymond	ENG-088-6L	Basic Composition	\$2,619.48	3	8/21/2017	12/13/2017
Bland, Pamela	ECE-105-NR	Health & Nutrition for Child	\$2,811.27	3	8/21/2017	12/15/2017
Bondlow, Fred	BUS-202-12	Intermediate Accounting I	\$2,742.72	3	8/24/2017	12/14/2017
Boodoosingh, Savitri	MAT-090-2H	Mathematics Fundamentals	\$2,742.72	3	8/21/2017	12/15/2017
Boodoosingh, Savitri	MAT-090-72	Mathematics Fundamentals	\$2,742.72	3	8/21/2017	12/15/2017
Boodoosingh, Savitri	MAT-090-3L	Mathematics Fundamentals	\$2,742.72	3	8/21/2017	12/15/2017
Brasher, Stephen	ENG-101-QC	Rhetoric I	\$2,619.48	3	8/26/2017	12/9/2017
Brasher, Stephen	ENG-101-R2	Rhetoric I	\$2,619.48	3	8/29/2017	12/12/2017
Burns, David	HIS-106-1E	American History From 1865	\$2,881.56	3	8/21/2017	12/15/2017
Campbell, Dana	CHM-105-31	General Chemistry I	\$3,324.32	5	8/21/2017	12/15/2017
Campbell, Dana	CHM-105-31	General Chemistry I	\$2,435.06	5	8/21/2017	12/15/2017
Campbell, Elbert	CHM-100-5H	Fundamentals of Chemistry	\$2,514.63	4	8/22/2017	12/15/2017
Campbell, Elbert	CHM-100-5H	Fundamentals of Chemistry	\$2,455.96	4	8/22/2017	12/15/2017
Campos, Veronica	CAD-100-2L	Autocad Fundamentals	\$1,761.96	3	8/25/2017	12/15/2017
Campos, Veronica	CAD-100-2L	Autocad Fundamentals	\$2,581.27	3	8/25/2017	12/15/2017
Carroll, Don	ENG-086-5L	Reading & Writing III	\$2,609.67	3	8/21/2017	12/13/2017
Carroll, Don	ENG-101-O2	Rhetoric I	\$2,609.67	3	8/23/2017	12/13/2017
Chang, Stephen	MAT-090-8B	Mathematics Fundamentals	\$2,674.92	3	8/26/2017	12/15/2017
Chang, Stephen	MAT-090-1B	Mathematics Fundamentals	\$2,674.92	3	8/21/2017	12/15/2017
Cisneros, Sharon	BIO-102-1B	Introduction to Biology	\$2,548.78	4	8/21/2017	12/15/2017
Cisneros, Sharon	BUS-111-NR	Introduction to Business	\$2,609.67	3	8/21/2017	12/15/2017
Cisneros, Sharon	BUS-107-1C	Principles of Marketing	\$2,609.67	3	8/21/2017	12/13/2017
Cisneros, Sharon	BIO-102-1B	Introduction to Biology	\$2,609.67	4	8/21/2017	12/15/2017
Corral, Iris	ECE-105-21	Health & Nutrition for Child	\$2,609.67	3	8/24/2017	12/14/2017
Corte, Anthony	CIS-102-1E	Career Essentials for CIS	\$2,609.67	3	8/22/2017	12/15/2017
Corte, Anthony	CPS-111-H2	Business Computer Systems	\$2,548.78	3	8/22/2017	12/15/2017
Corte, Anthony	CPS-111-H2	Business Computer Systems	\$1,739.78	3	8/22/2017	12/15/2017

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Adjunct Full Name	Course	Course Title	Salary	Credits	Start Date	End Date
Craig, Marilyn	ENG-084-3C	Reading & Writing II	\$2,674.92	3	8/22/2017	12/14/2017
Craig, Marilyn	ENG-084-4E	Reading & Writing II	\$2,674.92	3	8/22/2017	12/14/2017
Craig, Marilyn	ENG-084-2B	Reading & Writing II	\$2,674.92	3	8/22/2017	12/14/2017
Cunat, Ronald	PHS-101-32	Astronomy	\$2,493.24	3	8/21/2017	12/13/2017
Cunat, Ronald	PHS-101-72	Astronomy	\$2,493.24	3	8/23/2017	12/11/2017
Denson, Ryan	EMT-101-11	Emergency Medical Technician	\$4,587.36	8	8/22/2017	12/14/2017
Denson, Ryan	EMT-101-11	Emergency Medical Technician	\$1,490.89	8	8/22/2017	12/14/2017
Dezynski, Patrice	NUR-108-B3	Foundations of Nursing II	\$1,620.61	6	10/16/2017	12/15/2017
Dezynski, Patrice	NUR-107-B3	Foundations of Nursing I	\$1,620.61	4	8/21/2017	12/15/2017
Dillinger, Benjamin	MUS-123-1H	Popular Music Ensemble	\$2,337.61	1	8/22/2017	12/14/2017
Drew, John	CPS-111-H6	Business Computer Systems	\$2,548.78	3	8/26/2017	12/15/2017
Drew, John	CPS-111-H6	Business Computer Systems	\$1,739.78	3	8/26/2017	12/15/2017
Druska, John	ENG-101-JB	Rhetoric I	\$2,881.56	3	8/22/2017	12/14/2017
Dukes, Jackie	LAW-203-1C	Law Enforcement & Comm Relatio	\$2,742.72	3	8/22/2017	12/14/2017
Dutt, Eric	ENG-102-LC	Rhetoric II	\$2,742.72	3	8/26/2017	12/9/2017
Dutt, Eric	ENG-101-P2	Rhetoric I	\$2,742.72	3	8/24/2017	12/14/2017
Eaton, Barbara	HUM-151-22	Humanities: History & Philosop	\$2,881.56	3	8/22/2017	12/12/2017
Eaton, Barbara	ENG-088-LH	Basic Composition	\$2,881.56	3	8/22/2017	12/14/2017
Eaton, Barbara	ENG-086-6C	Reading & Writing III	\$2,881.56	3	8/22/2017	12/14/2017
Eshafi, Nouri	ECE-110-21	Intro to Early Childhood Ed	\$2,811.27	3	8/23/2017	12/13/2017
Eshafi, Nouri	ECE-101-21	Observ & Assessment / Children	\$2,811.27	3	8/22/2017	12/12/2017
Eshafi, Nouri	ECE-120-8B	Language Arts for Children	\$2,811.27	3	8/26/2017	12/9/2017
Farina, Peter	BIO-203-1E	Anatomy & Physiology I	\$2,742.72	4	8/21/2017	12/15/2017
Farina, Peter	BIO-212-3E	Microbiology	\$2,678.72	4	8/22/2017	12/14/2017
Farina, Peter	BIO-212-3E	Microbiology	\$2,742.72	4	8/22/2017	12/14/2017
Farina, Peter	BIO-203-1E	Anatomy & Physiology I	\$2,678.72	4	8/21/2017	12/15/2017
Foltz, Chris	FIR-100-11	Principles of Emergency Servic	\$2,493.24	3	8/21/2017	12/11/2017
Forte, Amanda	NUR-107-B2	Foundations of Nursing I	\$814.46	4	8/21/2017	12/15/2017
Forte, Amanda	NUR-107-B1	Foundations of Nursing I	\$814.46	4	8/21/2017	12/15/2017
Forte, Amanda	NUR-107-C3	Foundations of Nursing I	\$814.46	4	8/21/2017	12/15/2017
Fortier, Jr, George	ATM-206-1C	Steering and Suspension	\$2,337.61	3	8/23/2017	12/13/2017
Fortier, Jr, George	ATM-120-1G	Basic Vehicle Mechanics	\$1,595.64	3	8/21/2017	12/13/2017
Fortier, Jr, George	ATM-206-1C	Steering and Suspension	\$1,595.64	3	8/23/2017	12/13/2017
Fortier, Jr, George	ATM-120-1G	Basic Vehicle Mechanics	\$2,337.61	3	8/21/2017	12/13/2017
Franklin-Hammergren, Kirstin	THR-125-1F	Fundamentals of Acting	\$2,393.46	3	9/12/2017	12/15/2017
Gilmartin, Beth	PHT-218-1B	Cardio Pulmon & Integmnt Mgt	\$831.08	2	8/22/2017	12/12/2017
Gilmartin, Beth	PHT-218-1B	Cardio Pulmon & Integmnt Mgt	\$2,435.06	2	8/22/2017	12/12/2017
Gilmartin, Beth	PHT-218-2B	Cardio Pulmon & Integmnt Mgt	\$2,435.06	2	8/24/2017	12/14/2017
Gilmartin, Beth	PHT-218-2B	Cardio Pulmon & Integmnt Mgt	\$831.08	2	8/24/2017	12/14/2017
Ginet, Lisa	ECE-202-11	Math for Early Childhood	\$797.82	3	8/23/2017	12/13/2017
Glover, Brian	CAD-141-25	Autocad Productivity Essentia	\$1,595.64	3	8/29/2017	12/14/2017
Glover, Brian	CAD-141-25	Autocad Productivity Essentia	\$2,337.61	3	8/29/2017	12/14/2017
Gniadek, Jamie	BIO-212-42	Microbiology	\$2,609.67	4	8/22/2017	12/14/2017
Gniadek, Jamie	BIO-212-42	Microbiology	\$2,548.78	4	8/22/2017	12/14/2017
Gong, Michael	ART-120-32	Art Appreciation	\$2,742.72	3	8/21/2017	12/15/2017
Grady, Myeisha	SPE-101-O2	Principles of Public Speaking	\$2,493.24	3	9/5/2017	12/12/2017
Grady, Myeisha	SPE-101-72	Principles of Public Speaking	\$2,493.24	3	8/21/2017	12/11/2017
Granholm, Donald	SCM-107-NR	Transportation & Traffic Mgmt	\$2,393.46	3	8/21/2017	12/15/2017
Guansing, Melania	NUR-107-B1	Foundations of Nursing I	\$1,555.75	4	8/21/2017	12/15/2017

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Haffron, Dennis	SOC-100-7J	Intro to Sociology	\$2,609.67	3	9/6/2017	12/15/2017
Haffron, Dennis	SOC-100-1B	Intro to Sociology	\$2,609.67	3	8/21/2017	12/15/2017
Halm, James	SOC-100-8B	Intro to Sociology	\$2,741.79	3	8/26/2017	12/9/2017
Halm, James	SOC-102-1H	Social Problems	\$2,741.79	3	8/22/2017	12/14/2017
Harmon, Loretta	NUR-206-B3	Medical-Surgical Nursing	\$7,036.77	10	8/21/2017	12/15/2017
Hauswald, Carol	ENG-084-5L	Reading & Writing II	\$2,742.72	3	8/22/2017	12/14/2017
Havertape, Lainey	PHT-219-1E	Special Pops: Peds & Geriatric	\$1,232.17	2	8/22/2017	12/14/2017
Havertape, Lainey	PHT-219-2C	Special Pops: Peds & Geriatric	\$419.11	2	8/24/2017	12/14/2017
Havertape, Lainey	PHT-219-2C	Special Pops: Peds & Geriatric	\$1,232.17	2	8/24/2017	12/14/2017
Havertape, Lainey	PHT-219-1E	Special Pops: Peds & Geriatric	\$419.11	2	8/22/2017	12/14/2017
Hirsch, Maynard	BIO-102-81	Introduction to Biology	\$2,811.27	4	8/22/2017	12/14/2017
Hirsch, Maynard	BIO-102-81	Introduction to Biology	\$2,745.67	4	8/22/2017	12/14/2017
Hubacek, Scott	CIS-105-H1	Programming Logic	\$1,761.96	3	9/9/2017	12/9/2017
Hubacek, Scott	CIS-105-H1	Programming Logic	\$2,581.27	3	9/9/2017	12/9/2017
Imburgia, Joseph	PSY-101-6B	Intro to Psychology	\$2,674.92	3	8/22/2017	12/14/2017
Imburgia, Joseph	PSY-210-1E	Child Growth & Development	\$2,674.92	3	8/22/2017	12/14/2017
Imburgia, Joseph	PSY-101-9F	Intro to Psychology	\$2,674.92	3	8/22/2017	12/15/2017
Jenkins, Anthony	BIO-102-JB	Introduction to Biology	\$2,814.32	4	8/26/2017	12/9/2017
Jenkins, Anthony	BIO-102-JB	Introduction to Biology	\$2,881.56	4	8/26/2017	12/9/2017
Jones, Roshawn	NUR-105-B1	Basic Nursing Assistant Traini	\$2,247.81	7	8/24/2017	12/16/2017
Jordan, Harrell	NUR-108-B1	Foundations of Nursing II	\$781.86	6	10/16/2017	12/15/2017
Jordan, Harrell	NUR-108-C2	Foundations of Nursing II	\$5,473.05	6	10/16/2017	12/15/2017
Kanan, Martha	BIO-102-61	Introduction to Biology	\$2,558.36	4	8/21/2017	12/13/2017
Kanan, Martha	BIO-102-61	Introduction to Biology	\$2,619.48	4	8/21/2017	12/13/2017
Karasek, Robert	CAD-215-1B	3D Modeling	\$2,581.27	3	8/28/2017	12/13/2017
Karasek, Robert	CAD-215-1B	3D Modeling	\$1,761.96	3	8/28/2017	12/13/2017
Karlberg, Jeffrey	SCM-101-NR	Principles of Supply Chain Mgm	\$1,246.62	3	8/21/2017	12/15/2017
Kawal, Charles	MUS-181-12	Music Production 1	\$2,293.68	3	8/21/2017	12/15/2017
Khalifeh, Khalaf	PEH-101-1C	Personal & Community Health	\$1,595.64	2	8/21/2017	12/15/2017
Khalifeh, Khalaf	BIO-102-3C	Introduction to Biology	\$2,337.61	4	8/22/2017	12/15/2017
Kloc, Marilyn	NUR-107-B4	Foundations of Nursing I	\$814.46	4	8/21/2017	12/15/2017
Kloc, Marilyn	NUR-108-B4	Foundations of Nursing II	\$5,701.21	6	10/16/2017	12/15/2017
Knickerbocker, Sharon	MUS-100-2E	Music Appreciation	\$2,493.24	3	8/21/2017	12/15/2017
Knickerbocker, Sharon	MUS-212-1R	Keyboard Musicianship 3	\$2,368.58	1	8/22/2017	12/15/2017
Knickerbocker, Sharon	MUS-112-1C	Keyboard Musicianship 1	\$2,368.58	1	8/22/2017	12/14/2017
Kowalski, Kristofer	ATM-120-21	Basic Vehicle Mechanics	\$1,595.64	3	8/22/2017	12/12/2017
Kowalski, Kristofer	ATM-120-21	Basic Vehicle Mechanics	\$2,337.61	3	8/22/2017	12/12/2017
Labno, David	MAT-083-6C	Elementary Algebra-Part I	\$1,595.64	2	10/17/2017	12/14/2017
Labno, David	MAT-086-4H	Intermed Algebra-Part II	\$1,595.64	2	10/16/2017	12/15/2017
Labno, David	MAT-085-4H	Intermed Algebra-Part I	\$1,595.64	2	8/21/2017	10/12/2017
Labno, David	MAT-083-7G	Elementary Algebra-Part I	\$1,595.64	2	10/17/2017	12/15/2017
Lambesis, Rebecca	NUR-105-A1	Basic Nursing Assistant Traini	\$2,247.81	7	8/24/2017	12/14/2017
Lanciotti, David	BUS-230-1E	Business Law and Contracts	\$2,514.63	3	8/22/2017	12/12/2017
Lasorella, Dalia	CPS-111-H5	Business Computer Systems	\$1,739.78	3	8/24/2017	12/15/2017
Lasorella, Dalia	CPS-111-H5	Business Computer Systems	\$2,479.19	3	8/24/2017	12/15/2017
Latto, Tara	NUR-107-B2	Foundations of Nursing I	\$1,891.50	4	8/21/2017	12/15/2017
Latto, Tara	NUR-108-B2	Foundations of Nursing II	\$1,891.50	6	10/16/2017	12/15/2017
Latto, Tara	NUR-107-A3	Foundations of Nursing I	\$1,891.50	4	8/21/2017	10/13/2017
Leven, Robert	BIO-203-33	Anatomy & Physiology I	\$2,881.56	4	8/21/2017	12/13/2017
Leven, Robert	BIO-203-33	Anatomy & Physiology I	\$2,814.32	4	8/21/2017	12/13/2017

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Li, Jiarong	MAT-085-K5	Intermed Algebra-Part I	\$1,595.64	2	10/17/2017	12/14/2017
Li, Jiarong	MAT-085-JH	Intermed Algebra-Part I	\$1,595.64	2	10/18/2017	12/13/2017
Lopez, Beda	HCP-130-23	Medical Terminology	\$2,509.89	3	8/24/2017	12/15/2017
Lopez, Noe	MAT-093-15	Intensive Elementary Algebra	\$3,479.56	4	8/22/2017	12/14/2017
Lopez, Noe	MAT-093-22	Intensive Elementary Algebra	\$3,479.56	4	8/22/2017	12/12/2017
LoPresti, Joseph	ART-103-1F	Drawing I	\$5,346.49	3	8/21/2017	12/15/2017
LoPresti, Joseph	ART-103-3L	Drawing I	\$5,346.49	3	8/22/2017	12/15/2017
Lorgus, Richard	BUS-106-1C	Principles of Finance	\$2,609.67	3	8/22/2017	12/12/2017
Lorgus, Richard	BUS-106-22	Principles of Finance	\$2,609.67	3	8/23/2017	12/13/2017
Lubenkov, Paul	ENG-088-3E	Basic Composition	\$2,619.48	3	8/21/2017	12/15/2017
Lubenkov, Paul	ENG-086-4F	Reading & Writing III	\$2,619.48	3	8/21/2017	12/15/2017
Lyons, Kenneth	LAW-202-1F	Juvenile Delinquency	\$2,742.72	3	8/21/2017	12/15/2017
Lyons, Kenneth	LAW-207-1H	Court Procedures and Evidence	\$2,742.72	3	8/22/2017	12/14/2017
Lyons, Kenneth	LAW-205-1F	Criminal Law II	\$2,742.72	3	8/22/2017	12/14/2017
Mallett, Klaudia	PSY-101-K2	Intro to Psychology	\$2,493.24	3	8/22/2017	12/12/2017
Mallett, Klaudia	PSY-101-JK	Intro to Psychology	\$2,493.24	3	8/22/2017	12/14/2017
Marquez, Carlos	CAD-127-1L	Solid Works Essentials	\$1,595.64	3	8/22/2017	12/14/2017
Marquez, Carlos	CAD-127-1L	Solid Works Essentials	\$2,337.61	3	8/22/2017	12/14/2017
Martinez Jr, Salvador	ENG-102-4G	Rhetoric II	\$2,493.24	3	8/21/2017	12/15/2017
Martinez Jr, Salvador	ENG-102-3F	Rhetoric II	\$2,493.24	3	8/21/2017	12/15/2017
Martinez Jr, Salvador	ENG-101-1B	Rhetoric I	\$2,493.24	3	8/21/2017	12/15/2017
Martinez Jr, Salvador	ENG-084-1E	Reading & Writing II	\$2,493.24	3	8/21/2017	12/15/2017
Martino, Shannon	ART-217-1C	Tribal Art	\$2,514.63	3	8/21/2017	12/15/2017
Martino, Shannon	ART-125-1C	Art History I Prehistoric/Goth	\$2,514.63	3	8/21/2017	12/13/2017
Martino, Shannon	ART-120-2J	Art Appreciation	\$2,514.63	3	8/21/2017	12/15/2017
Mathelier, Lisa	SPN-101-2C	Beginning Spanish I	\$3,656.96	4	8/26/2017	12/9/2017
Matthews, Kay	ECE-100-8B	Early Child Growth & Developme	\$2,742.72	3	8/26/2017	12/9/2017
Matthews, Kay	ECE-207-1J	Creative Expression of Childre	\$2,742.72	3	8/23/2017	12/13/2017
Matthews, Kay	ECE-100-2F	Early Child Growth & Developme	\$2,742.72	3	8/21/2017	12/15/2017
Medina, Gabriel	CAD-137-8B	Revit MEP Fundamentals	\$1,529.12	3	8/26/2017	12/15/2017
Medina, Gabriel	CAD-137-8B	Revit MEP Fundamentals	\$2,240.16	3	8/26/2017	12/15/2017
Mehmedagic, Selma	MAT-102-4B	General Education Mathematics	\$3,479.56	4	8/26/2017	12/15/2017
Mendez, Charlotte	NUR-108-A3	Foundations of Nursing II	\$781.86	6	10/16/2017	12/15/2017
Mendez, Charlotte	NUR-108-A3	Foundations of Nursing II	\$5,473.05	6	10/16/2017	12/15/2017
Merchant, Linda	NUR-105-B1	Basic Nursing Assistant Traini	\$4,055.67	7	8/24/2017	12/16/2017
Merchant, Linda	NUR-105-B1	Basic Nursing Assistant Traini	\$2,385.20	7	8/24/2017	12/16/2017
Merchant, Linda	NUR-105-B1	Basic Nursing Assistant Traini	\$2,443.38	7	8/24/2017	12/16/2017
Merritt, William	LAW-204-21	Criminal Law	\$2,742.72	3	8/22/2017	12/12/2017
Miculinic, Bonnie	ENG-088-ML	Basic Composition	\$2,910.00	3	8/22/2017	12/14/2017
Miculinic, Bonnie	HUM-154-8B	Latin American Culture	\$2,910.00	3	9/9/2017	12/9/2017
Miller, Jacquelyn	SPE-101-KF	Principles of Public Speaking	\$2,493.24	3	8/22/2017	12/14/2017
Miller, Jacquelyn	SPE-101-LH	Principles of Public Speaking	\$2,493.24	3	8/22/2017	12/14/2017
Miranda, Ashley	ENG-102-9H	Rhetoric II	\$2,619.48	3	8/22/2017	12/14/2017
Miranda, Ashley	ENG-102-8F	Rhetoric II	\$2,619.48	3	8/22/2017	12/14/2017
Montgomery, Jered	MUS-100-1C	Music Appreciation	\$2,493.24	3	8/21/2017	12/15/2017
Montgomery, Jered	HUM-150-3G	Humanities Through the Arts	\$2,493.24	3	8/21/2017	12/15/2017
Montgomery, Jered	MUS-100-42	Music Appreciation	\$2,493.24	3	8/23/2017	12/15/2017
Moreno, Benjamin	LAW-201-1E	Police Ops and Procedures II	\$2,619.48	3	8/21/2017	12/15/2017
Moreno, Benjamin	LAW-101-1D	Intro to Law Enforcement	\$2,619.48	3	8/21/2017	12/15/2017
Moreno, Benjamin	LAW-208-1C	Police Organization and Admin	\$2,619.48	3	8/21/2017	12/15/2017

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Moreno, Berta	OMT-242-22	Business Communications	\$2,393.46	3	8/24/2017	12/14/2017
Moses, Calvin	EDU-100-1K	Intro to American Education	\$2,881.56	3	8/21/2017	12/15/2017
Murphy, Martha	BUS-130-12	Quickbooks I	\$869.89	1	9/20/2017	10/18/2017
Murphy, Martha	CIS-132-12	Introduction to Networking	\$2,609.67	3	8/25/2017	12/15/2017
Murphy, Martha	BUS-131-12	Quickbooks II	\$869.89	1	10/25/2017	11/22/2017
Napoletano, Elizabeth	CIS-103-H1	Introduction to Web Design	\$2,377.50	3	8/25/2017	12/15/2017
Napoletano, Elizabeth	CIS-103-H1	Introduction to Web Design	\$1,595.64	3	8/25/2017	12/15/2017
Nelson, Cristina	NUR-107-A3	Foundations of Nursing I	\$781.86	4	8/21/2017	10/13/2017
Ochoa-Galindo, Carmen	PSY-215-52	Life Span: Survey of Human Dev	\$2,609.67	3	8/24/2017	12/14/2017
O'Halloran, Denis	FIR-240-11	Building Construction-Fir Prot	\$2,493.24	3	8/23/2017	12/13/2017
Palermo, Eileen	PEH-102-3K	First Aid	\$1,828.48	2	8/21/2017	12/15/2017
Pencheva, Tsonka	ECE-125-11	The Exceptional Child	\$2,742.72	3	8/21/2017	12/11/2017
Pencheva, Tsonka	ECE-105-1E	Health & Nutrition for Child	\$2,742.72	3	8/21/2017	12/13/2017
Perusich, James	ENG-086-8L	Reading & Writing III	\$2,742.72	3	8/22/2017	12/14/2017
Perusich, James	ENG-086-92	Reading & Writing III	\$2,742.72	3	8/22/2017	12/14/2017
Pipikios, Iwona	PHS-103-22	Physical Science I	\$2,393.46	4	8/21/2017	12/15/2017
Pipikios, Iwona	PHS-103-22	Physical Science I	\$1,555.75	4	8/21/2017	12/15/2017
Pranger, Norbert	CIS-133-H1	Interconnect Network Devices I	\$1,673.26	3	8/26/2017	12/15/2017
Pranger, Norbert	CIS-133-H1	Interconnect Network Devices I	\$2,493.16	3	8/26/2017	12/15/2017
Reynard, Michael	MAT-075-31	Math for Nurses	\$937.09	1	10/6/2017	11/17/2017
Reynard, Michael	MAT-075-1B	Math for Nurses	\$937.09	1	8/21/2017	9/27/2017
Reynard, Michael	MAT-075-2G	Math for Nurses	\$937.09	1	9/11/2017	10/18/2017
Reynard, Michael	MAT-075-4H	Math for Nurses	\$937.09	1	11/13/2017	12/8/2017
Ritz, Jim	LAW-202-21	Juvenile Delinquency	\$2,742.72	3	8/25/2017	12/15/2017
Ritz, Jim	LAW-204-1B	Criminal Law	\$2,742.72	3	8/21/2017	12/15/2017
Ritz, Jim	LAW-102-1E	Intro to Criminology	\$2,742.72	3	8/22/2017	12/14/2017
Ritz, Jim	LAW-207-11	Court Procedures and Evidence	\$2,742.72	3	8/23/2017	12/15/2017
Ruiz, Ruben	OMT-206-11	Powerpoint I	\$880.98	1	8/21/2017	9/27/2017
Ruiz, Ruben	OMT-207-13	Powerpoint II	\$880.98	1	10/2/2017	12/13/2017
Ruiz, Ruben	OMT-211-13	Word II	\$1,761.96	2	10/2/2017	12/13/2017
Ruiz, Ruben	OMT-210-11	Word I	\$1,761.96	2	8/21/2017	9/27/2017
Rutka, Leonard	LAW-101-21	Intro to Law Enforcement	\$2,742.72	3	8/21/2017	12/11/2017
Rutka, Leonard	LAW-102-21	Intro to Criminology	\$2,742.72	3	8/25/2017	12/15/2017
Ruxton, Deborah	NUR-108-C1	Foundations of Nursing II	\$5,473.05	6	10/16/2017	12/15/2017
Ruxton, Deborah	NUR-108-C3	Foundations of Nursing II	\$1,555.75	6	10/16/2017	12/15/2017
Ruxton, Deborah	NUR-107-C3	Foundations of Nursing I	\$1,555.75	4	8/21/2017	12/15/2017
Salgado, Daniel	PHT-105-2G	Therapeutic Modalities I	\$1,334.34	1	10/18/2017	12/13/2017
Salgado, Daniel	PHT-105-1G	Therapeutic Modalities I	\$1,334.34	1	10/17/2017	12/12/2017
Salgado, Daniel	PHT-105-1G	Therapeutic Modalities I	\$456.97	1	10/17/2017	12/12/2017
Salgado, Daniel	PHT-105-2G	Therapeutic Modalities I	\$456.97	1	10/18/2017	12/13/2017
Samplawski, Phyllis	SOC-101-21	The Family	\$2,493.24	3	8/30/2017	12/13/2017
Sanatore-Shanahan, Joann	NUR-206-A3	Medical-Surgical Nursing	\$7,330.13	10	8/22/2017	12/15/2017
Sandoval, Jamie	CIS-180-12	Fundamentals of PC Servicing	\$1,673.26	3	8/22/2017	12/15/2017
Sandoval, Jamie	CIS-161-1L	Intro to Operating Systems	\$2,509.89	3	8/21/2017	12/15/2017
Sandoval, Jamie	CIS-180-12	Fundamentals of PC Servicing	\$2,451.33	3	8/22/2017	12/15/2017
Sanei, Maxwell	PEH-103-65	Nutrition	\$1,662.16	2	8/23/2017	12/13/2017
Sassetti, James	LAW-203-21	Law Enforcement & Comm Relatio	\$2,742.72	3	8/22/2017	12/12/2017
Sassetti, James	LAW-208-21	Police Organization and Admin	\$2,742.72	3	8/23/2017	12/13/2017
Schmidt, Joseph	CIS-135-H1	Network Client Configuration	\$2,509.89	4	8/26/2017	12/9/2017
Schmidt, Joseph	CIS-135-H1	Network Client Configuration	\$2,493.16	4	8/26/2017	12/9/2017

2017 Fall Adjunct Stipend Report

Adjunct Full Name	Course	Course Title	Salary	Credits	Start Date	End Date
Schrey, Courtney	CHM-100-2C	Fundamentals of Chemistry	\$2,493.24	4	8/21/2017	12/15/2017
Schrey, Courtney	CHM-100-2C	Fundamentals of Chemistry	\$2,435.06	4	8/21/2017	12/15/2017
Schultz, Marcia	ENG-086-2C	Reading & Writing III	\$2,609.67	3	8/21/2017	12/15/2017
Schultz, Marcia	ENG-101-6E	Rhetoric I	\$2,609.67	3	8/21/2017	12/15/2017
Schultz, Marcia	ENG-086-1B	Reading & Writing III	\$2,609.67	3	8/21/2017	12/15/2017
Selvaggio, Nicole	ENG-102-6B	Rhetoric II	\$2,393.46	3	8/22/2017	12/14/2017
Smith, Duane	ATM-201-1C	Manual Trans and Transaxles	\$2,451.33	3	8/22/2017	12/14/2017
Smith, Duane	ATM-101-11	Automotive Engine Design	\$2,509.89	5	8/23/2017	12/15/2017
Smith, Duane	ATM-201-1C	Manual Trans and Transaxles	\$1,673.26	3	8/22/2017	12/14/2017
Smith, Duane	ATM-101-11	Automotive Engine Design	\$4,894.29	5	8/23/2017	12/15/2017
Smith, Jeanine	HCP-130-13	Medical Terminology	\$2,393.46	3	8/22/2017	12/15/2017
Smith, Jeanine	BIO-102-5J	Introduction to Biology	\$2,393.46	4	8/21/2017	12/13/2017
Smith, Jeanine	HIT-100-1K	Intro to Health Information	\$2,353.57	4	8/24/2017	12/14/2017
Smith, Jeanine	HIT-100-1K	Intro to Health Information	\$1,595.64	4	8/24/2017	12/14/2017
Smith, Jeanine	BIO-102-5J	Introduction to Biology	\$2,337.61	4	8/21/2017	12/13/2017
Smith-Irowa, Pamela	ENG-082-1D	Reading & Writing I	\$2,881.56	3	8/21/2017	12/15/2017
Smith-Irowa, Pamela	ENG-088-1B	Basic Composition	\$2,881.56	3	8/21/2017	12/15/2017
Smith-Irowa, Pamela	ENG-088-2C	Basic Composition	\$2,881.56	3	8/21/2017	12/15/2017
Solarski, Lauren	ECE-202-11	Math for Early Childhood	\$1,595.64	3	8/23/2017	12/13/2017
Spoleti, Thomas	PHI-201-2F	Philosophy	\$2,609.67	3	8/21/2017	12/15/2017
Spoleti, Thomas	PHI-125-5A	Wrld Religions in Global Conte	\$2,609.67	3	8/21/2017	12/15/2017
Spoleti, Thomas	PHI-201-1C	Philosophy	\$2,609.67	3	8/21/2017	12/15/2017
Stanevicius, Ramona	NUR-108-B3	Foundations of Nursing II	\$5,701.21	6	10/16/2017	12/15/2017
Stanevicius, Ramona	NUR-107-B3	Foundations of Nursing I	\$814.46	4	8/21/2017	12/15/2017
Stanukinas, Melissa	BIO-102-4C	Introduction to Biology	\$2,337.61	4	8/22/2017	12/15/2017
Steadman, Michael	CHM-100-4C	Fundamentals of Chemistry	\$2,393.46	4	8/22/2017	12/15/2017
Steadman, Michael	CHM-100-4C	Fundamentals of Chemistry	\$2,337.61	4	8/22/2017	12/15/2017
Steadman, Michael	CHM-100-8B	Fundamentals of Chemistry	\$2,393.46	4	8/26/2017	12/15/2017
Steadman, Michael	CHM-100-8B	Fundamentals of Chemistry	\$2,337.61	4	8/26/2017	12/15/2017
Stefanski, Eric	HUM-150-52	Humanities Through the Arts	\$2,393.46	3	8/24/2017	12/14/2017
Steik, Philip	LAW-205-8B	Criminal Law II	\$2,609.67	3	8/26/2017	12/9/2017
Steik, Philip	LAW-105-8B	Administration of Justice	\$2,609.67	3	8/26/2017	12/9/2017
Stevens, Jane	ART-115-8B	Photography I	\$5,211.17	3	8/26/2017	12/15/2017
Stewart, Constance	MAT-086-72	Intermed Algebra-Part II	\$1,828.48	2	10/17/2017	12/14/2017
Stewart, Constance	MAT-085-72	Intermed Algebra-Part I	\$1,828.48	2	8/22/2017	10/12/2017
Stewart, Constance	MAT-086-6K	Intermed Algebra-Part II	\$1,828.48	2	10/17/2017	12/15/2017
Stewart, Constance	MAT-085-6K	Intermed Algebra-Part I	\$1,828.48	2	8/22/2017	10/12/2017
Stewart, Tiffany	NUR-107-A2	Foundations of Nursing I	\$1,555.75	4	8/21/2017	12/15/2017
Stewart, Tiffany	NUR-108-A1	Foundations of Nursing II	\$1,555.75	6	10/16/2017	12/15/2017
Stewart, Tiffany	NUR-107-A1	Foundations of Nursing I	\$1,555.75	4	8/21/2017	10/13/2017
Sulack, Alexandra	MUS-122-1F	College Singers 1	\$2,337.61	1	9/5/2017	12/14/2017
Sun, Yizhong	POL-201-1B	Us Natl Government	\$2,741.79	3	8/22/2017	12/14/2017
Swint, Ashley	BUS-107-NR	Principles of Marketing	\$2,393.46	3	8/21/2017	12/15/2017
Talwar, Sundeep	CHM-101-1G	Intro to Chemistry I	\$2,393.46	4	8/22/2017	12/15/2017
Talwar, Sundeep	CHM-101-1G	Intro to Chemistry I	\$2,337.61	4	8/22/2017	12/15/2017
Thelemaque, Cristina	BIO-102-7H	Introduction to Biology	\$2,558.36	4	8/22/2017	12/14/2017
Thelemaque, Cristina	BIO-152-31	Anatomy & Physiology (therapie	\$2,558.36	5	8/21/2017	12/13/2017
Thelemaque, Cristina	BIO-152-31	Anatomy & Physiology (therapie	\$3,492.64	5	8/21/2017	12/13/2017
Thelemaque, Cristina	BIO-102-7H	Introduction to Biology	\$2,619.48	4	8/22/2017	12/14/2017

2017 Fall Adjunct Stipend Report

Adjunct Full Name	Course	Course Title	Salary	Credits	Start Date	End Date
Traver, David	PHI-125-2C	Wrld Religions in Global Conte	\$2,493.24	3	8/22/2017	12/15/2017
Traver, David	PHI-125-3E	Wrld Religions in Global Conte	\$2,493.24	3	8/22/2017	12/15/2017
Truly, Donald	MUS-115-1E	Ear Trn & Sight Sign I	\$1,659.00	1	8/22/2017	12/14/2017
Truly, Donald	MUS-215-1R	Ear Trn+sight Sing III	\$1,659.00	1	8/22/2017	12/15/2017
Tupa, Aline	NUR-108-A2	Foundations of Nursing II	\$6,654.20	6	10/16/2017	12/15/2017
Tupa, Aline	NUR-108-A2	Foundations of Nursing II	\$1,891.50	6	10/16/2017	12/15/2017
Tupa, Aline	NUR-107-A2	Foundations of Nursing I	\$950.60	4	8/21/2017	12/15/2017
Turner, Jocelyn	ENG-101-N2	Rhetoric I	\$2,609.67	3	8/22/2017	12/12/2017
Turner, Jocelyn	ENG-101-92	Rhetoric I	\$2,609.67	3	8/21/2017	12/11/2017
Turner, Jocelyn	ENG-102-K2	Rhetoric II	\$2,609.67	3	8/24/2017	12/14/2017
Vacek, Sarah	ECE-115-1J	Family, School & Community	\$2,742.72	3	8/22/2017	12/14/2017
Vacek, Sarah	ECE-200-11	Play & Guidance of Children	\$2,742.72	3	8/22/2017	12/12/2017
Vacek, Sarah	ECE-100-11	Early Child Growth & Developme	\$2,742.72	3	8/21/2017	12/11/2017
Velazquez, Marisol	CSS-100-4L	College Study Seminar	\$2,493.24	3	8/22/2017	12/14/2017
Voight, William	LAW-201-21	Police Ops and Procedures II	\$2,493.24	3	8/24/2017	12/14/2017
Watkins, Meredith	NUR-107-C1	Foundations of Nursing I	\$781.86	4	8/21/2017	12/15/2017
Watkins, Meredith	NUR-107-C2	Foundations of Nursing I	\$781.86	4	8/21/2017	12/15/2017
White, Rhonda	PHT-219-2C	Special Pops: Peds & Geriatric	\$415.54	2	8/24/2017	12/14/2017
White, Rhonda	PHT-219-2C	Special Pops: Peds & Geriatric	\$1,221.69	2	8/24/2017	12/14/2017
White, Rhonda	PHT-219-1E	Special Pops: Peds & Geriatric	\$1,221.69	2	8/22/2017	12/14/2017
White, Rhonda	PHT-219-1E	Special Pops: Peds & Geriatric	\$415.54	2	8/22/2017	12/14/2017
Willit, James	CHM-100-32	Fundamentals of Chemistry	\$2,435.06	4	8/21/2017	12/15/2017
Willit, James	CHM-100-32	Fundamentals of Chemistry	\$2,493.24	4	8/21/2017	12/15/2017
Winters, Jacob	MAT-102-32	General Education Mathematics	\$3,191.28	4	8/21/2017	12/15/2017
Yaghoubi, Poupak	MAT-090-5C	Mathematics Fundamentals	\$2,493.24	3	8/22/2017	12/15/2017
Yaghoubi, Poupak	MAT-090-4B	Mathematics Fundamentals	\$2,493.24	3	8/22/2017	12/15/2017
Young, Cynthia	NUR-206-A5	Medical-Surgical Nursing	\$7,330.13	10	8/22/2017	12/12/2017
Young-Huff, Evelyn	NUR-105-A1	Basic Nursing Assistant Traini	\$3,893.36	7	8/24/2017	12/14/2017
Young-Huff, Evelyn	NUR-105-A1	Basic Nursing Assistant Traini	\$2,289.74	7	8/24/2017	12/14/2017
Zeni, Wendy	SPE-101-M2	Principles of Public Speaking	\$2,742.72	3	8/24/2017	12/14/2017
Zick, Jennifer	ECE-115-NR	Family, School & Community	\$2,742.72	3	8/21/2017	12/11/2017
		Total	\$797,051.70			
		ADULT EDUCATION				
Name	Section Name	Section Title	Assignment Paid Amount	Section Start Date	Section End Date	
Abate, Nannette	ESL-090-M1	Conversational Practice I	\$1,673.26	8/25/2017	10/13/2017	
Abdel-Jaber, Nellie	ESL-030-F1	ESL III	\$2,642.94	8/23/2017	10/18/2017	
Annoreno, Angelo	ESL-010-E1	English as a Second Language	\$2,493.24	8/23/2017	10/18/2017	
Bridges, Maureen	ESL-020-C2	ESL II	\$2,811.27	8/22/2017	10/10/2017	
Chin, Dixon	ESL-040-C1	ESL IV	\$2,811.27	8/23/2017	10/18/2017	
Choudhury, Parsa	ESL-035-M1	Beg Conversational Practice	\$1,827.86	8/25/2017	10/13/2017	
Cisco Jr, Taylor	CAR-001-F1	Orientation to World of Work	\$398.91	9/6/2017	9/18/2017	
Cisco Jr, Taylor	GED-012-F1	GED Review	\$2,393.46	8/22/2017	10/10/2017	
Enstrom, Elena	ESL-050-N1	English As a Second Language V	\$2,642.94	8/23/2017	10/18/2017	
Erkins, Mary	ESL-040-C2	ESL IV	\$2,642.94	8/22/2017	10/10/2017	
Fram, Harriet	ESL-040-S1	ESL IV	\$2,742.72	8/23/2017	10/18/2017	
Garcia, Jose	ESL-020-C1	ESL II	\$2,742.72	8/23/2017	10/18/2017	
Gonzalez, Sotero	ESL-035-L2	Beg Conversational Practice	\$2,393.46	8/22/2017	10/10/2017	
Halsey, Meg	ESL-010-C2	English as a Second Language	\$2,742.72	8/22/2017	10/10/2017	
Halsey, Meg	ESL-092-V1	Conversational Practice II	\$1,828.48	8/25/2017	10/13/2017	

2017 Fall Adjunct Stipend Report

Adjunct Full Name	Course	Course Title	Salary	Credits	Start Date	End Date
Haynes, Bernice	ABE-030-F2	Reading and English 3	\$2,509.89	8/22/2017	10/10/2017	
Huff, Cheryl	ABE-040-F2	Reading and English 4	\$2,642.94	8/22/2017	10/10/2017	
Jundt, Gene	GED-012-F2	GED Review	\$2,881.56	8/22/2017	10/10/2017	
Kamien, Linda	ABE-091-F2	Mathematics 2	\$2,742.72	8/23/2017	10/18/2017	
Lantz, Catherine	ABE-091-F4	Mathematics 2	\$2,609.67	8/23/2017	10/18/2017	
Latham-Williams, Karen	ABE-040-F1	Reading and English 4	\$2,742.72	8/22/2017	10/10/2017	
Lind, Carmen	ESL-092-L2	Conversational Practice II	\$3,045.00	8/22/2017	10/10/2017	
Lopez, Flora	ESL-010-60	English as a Second Language	\$2,642.94	8/22/2017	10/10/2017	
Lubeck, Sarah	ESL-050-S1	English As a Second Language V	\$2,811.27	8/23/2017	10/18/2017	
Marquez, Maria	ESL-040-60	ESL IV	\$2,642.94	8/22/2017	10/10/2017	
Mathelier, Lisa	ESL-060-N1	ESL VI	\$2,742.72	8/22/2017	10/10/2017	
McCoy, C. James	ESL-030-C2	ESL III	\$2,642.94	8/22/2017	10/10/2017	
McManmon, Zoe	ESL-060-60	ESL VI	\$2,881.56	8/22/2017	10/10/2017	
Miral, Luis	ESL-050-E1	English As a Second Language V	\$2,742.72	8/23/2017	10/18/2017	
Perez, Margarita	CAR-001-F2	Orientation to World of Work	\$457.12	9/6/2017	9/18/2017	
Perez, Margarita	ESL-020-60	ESL II	\$2,742.72	8/22/2017	10/10/2017	
Pettus, Exodus	ABE-091-F1	Mathematics 2	\$2,642.94	8/23/2017	10/18/2017	
Phillips, Carol	ESL-050-60	English As a Second Language V	\$2,742.72	8/22/2017	10/10/2017	
Ramirez, Elaine	ESL-010-C1	English as a Second Language	\$2,642.94	8/23/2017	10/18/2017	
Rein, Jack	CAR-001-F4	Orientation to World of Work	\$436.58	9/7/2017	9/19/2017	
Rohl, Michael	MAT-012-F2	Mathematics for Proficiency	\$2,674.92	8/23/2017	10/18/2017	
Roland, H.M. Joyce	ESL-030-C1	ESL III	\$2,811.27	8/23/2017	10/18/2017	
Sanchez, Pedro	ESL-020-E1	ESL II	\$2,811.27	8/23/2017	10/18/2017	
Steinz, Margaret	ABM-010-F1	Beginning Mathematics	\$2,742.72	8/23/2017	10/18/2017	
Steinz, Margaret	CAR-001-F3	Orientation to World of Work	\$457.12	9/7/2017	9/18/2017	
Taylor, Kimberly	ABE-030-F1	Reading and English 3	\$2,609.67	8/22/2017	10/10/2017	
Taylor, Kimberly	MAT-012-F1	Mathematics for Proficiency	\$2,609.67	8/23/2017	10/18/2017	
Tito, Frank	ESL-030-60	ESL III	\$2,811.27	8/22/2017	10/10/2017	
Trevino-Garcia, Linda	ABM-010-F2	Beginning Mathematics	\$2,742.72	8/23/2017	10/18/2017	
Ulit, Enriqueta	ESL-040-E1	ESL IV	\$2,642.94	8/23/2017	10/18/2017	
Valeriano, Joann	ESL-090-V1	Conversational Practice I	\$1,739.78	8/25/2017	10/13/2017	
Winningham, Susan	ESL-060-E1	ESL VI	\$2,742.72	8/23/2017	10/18/2017	
Zabransky, Angela	ESL-092-M1	Conversational Practice II	\$1,673.26	8/25/2017	10/13/2017	
TOTAL:			\$115,804.13			
		GRAND TOTAL:	\$ 912,855.83			

From: [Keith McLaughlin](#)
To: [Stan Fields](#)
Cc: [Melissa Mollett](#); [Roxanne M Barone](#)
Subject: FW: 2017 Fall Overload Report
Date: Thursday, September 14, 2017 1:47:23 PM
Attachments: [Final 2017 FALL Overload Report.pdf](#)

I approve this for action at the September BOT meeting.

Keith D. McLaughlin, Ph.D.
Provost
Morton College
3801 South Central Avenue
Cicero, Illinois 60804-4398
708-656-8000, ext. 2277
keith.mclaughlin@morton.edu

From: Roxanne M Barone
Sent: Wednesday, September 13, 2017 9:44 AM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Subject: 2017 Fall Overload Report

Keith,

Here is the overload report that needs to be sent to Dr. Fields for September Board:

PROPOSED ACTION: THAT THE BOARD APPROVE THE OVERLOAD EMPLOYMENT REPORT FOR **FALL** SEMESTER 2017 IN THE AMOUNT OF \$339,506.80 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*]
Includes full-time faculty – additional assignments and special projects,
per section 9.14 Released Time and section 9.17.1
Department Chairs and Program Chairs

COST ANALYSIS: \$339,506.80

ATTACHMENT: Overload Employment Report – Fall 2017

Roxanne Barone
Executive Assistant
Office of the Provost

Full-Time Faculty Overload Report Fall 2017

Name	CRS ID#	Course / Special Project Title	Salary	Totals
Abrahamson, Maura	CSS-100-1C	College Study Seminar	\$2,030.00	
Abrahamson, Maura	PHI-125-1F	Wrld Religions in Global Conte	\$3,045.00	
Abrahamson, Maura	PHI-125-NR	Wrld Religions in Global Conte	\$3,045.00	
Abrahamson, Maura		ALO-HLC Focused Visi	\$2,030.00	
Abrahamson, Maura		Assessment Committee	\$1,015.00	
Abrahamson, Maura		Department Chair	\$3,045.00	
				\$14,210.00
Blumer, Judy	BIO-102-1C	Introduction to Biology	\$5,752.10	
Blumer, Judy	BIO-102-2C	Introduction to Biology	\$2,842.10	
Blumer, Judy	BIO-110-1G	Biology: a Cellular Approach	\$2,842.10	
Blumer, Judy	BIO-160-NR	Plants & Society	\$970.00	
Blumer, Judy		Lab Prep - for Scien	\$1,940.00	
				\$14,346.30
Bulat, Cheryl	ECE-164-8B	Creative Curriculum for Inf/To	\$970.00	
Bulat, Cheryl	ECE-260-H1	ECE Internship	\$2,861.50	
Bulat, Cheryl		ECE Program Child Ca	\$2,910.00	
Bulat, Cheryl		Career Program Coord	\$970.00	
				\$7,711.50
Casey, Craig	CPS-200-1C	C++ Programming	\$4,782.10	
Casey, Craig	EGR-121-1K	Dynamics	\$2,910.00	
Casey, Craig	PHS-103-1F	Physical Science I	\$4,801.50	
Casey, Craig	PHS-103-3E	Physical Science I	\$1,891.50	
Casey, Craig	PHY-100-1G	Fundamentals of Physics	\$2,842.10	
Casey, Craig	PHY-100-2B	Fundamentals of Physics	\$4,782.10	
Casey, Craig	PHY-101-2K	General Physics I	\$2,842.10	
Casey, Craig		Department Chair	\$2,910.00	
Casey, Craig		Lab Prep - for Scien	\$1,940.00	
				\$29,701.40
Casey, Robert	MAT-105-3F	College Algebra	\$3,880.00	
Casey, Robert	MAT-110-1E	College Trig	\$2,910.00	
Casey, Robert	MAT-203-1D	Calculus III	\$3,880.00	
				\$10,670.00
Crockett, Janet	CHM-105-1D	General Chemistry I	\$1,872.10	
Crockett, Janet	CHM-105-2D	General Chemistry I	\$902.10	
Crockett, Janet	CHM-205-1C	Organic Chemistry I	\$824.50	
Crockett, Janet		Lab Prep - for Scien	\$1,940.00	
				\$5,538.70
Dominguez, Carlos	MAT-120-1K	Math/Elem School Teachers I	\$930.00	
Dominguez, Carlos	MAT-141-NR	Statistics	\$3,720.00	
Dominguez, Carlos	MAT-224-NR	Calculus for Business & Soc Sc	\$3,720.00	
				\$8,370.00
Drury, Benjamin	SOC-100-5E	Intro to Sociology	\$2,655.00	
Drury, Benjamin	SOC-101-1C	The Family	\$2,655.00	
				\$5,310.00
Fabiyi, Edith	OMT-102-1C	Keyboarding II	\$2,861.50	
				\$2,861.50
Gatvas, Kenton	PHI-201-NR	Philosophy	\$3,045.00	
Gatvas, Kenton	POL-201-NR	US Natl Government	\$3,045.00	
				\$6,090.00
Ginley, Steven	SPE-101-H1	Principles of Public Speaking	\$2,910.00	
				\$2,910.00

Full-Time Faculty Overload Report Fall 2017

Name	CRS ID#	Course / Special Project Title	Salary	Totals
Gilligan, Brian		Department Chair	\$2,910.00	
				\$2,910.00
Gramas, Margaret	NUR-206-A2	Medical-Surgical Nursing	\$375.55	
Gramas, Margaret	NUR-206-A4	Medical-Surgical Nursing	\$893.20	
		NUR Lead Instructor	\$3,207.40	
				\$4,476.15
Green, Amy	NUR-108-C2	Foundations of Nursing II	\$213.90	
Green, Amy	NUR-108-C3	Foundations of Nursing II	\$465.00	
				\$678.90
Grice, James	BIO-203-2H	Anatomy & Physiology I	\$2,973.95	
Grice, James	BIO-203-4B	Anatomy & Physiology I	\$2,973.95	
Grice, James	BIO-204-1D	Anatomy & Physiology II	\$1,958.95	
Grice, James	BIO-212-1A	Microbiology	\$943.95	
Grice, James	BIO-212-H1	Microbiology	\$2,973.95	
Grice, James		BIO lab instructor	\$5,937.75	
Grice, James		Lab Prep - for Scien	\$2,030.00	
				\$19,792.50
Helmus, Sara	CHM-100-1C	Fundamentals of Chemistry	\$902.10	
Helmus, Sara	CHM-105-4E	General Chemistry I	\$902.10	
Helmus, Sara	CHM-106-11	General Chemistry II	\$2,842.10	
Helmus, Sara		Lab Prep - for Scien	\$1,940.00	
				\$6,586.30
Herrmann, Julianne		NUR Lead Instructor	\$4,705.80	
Herrmann, Julianne		Mentoring New Facult	\$2,325.00	
				\$7,030.80
James, Nadja	NUR-206-B2	Medical-Surgical Nursing	\$795.40	
				\$795.40
Jonas, David	HVA-101-11	Basic Refrigeration	\$883.50	
Jonas, David	HVA-102-11	Basic Heating & A/C	\$883.50	
Jonas, David	HVA-105-11	Basic HVAC/R Controls	\$883.50	
Jonas, David	HVA-110-11	Electricity for HVAC/R	\$883.50	
Jonas, David		Career Program Coord	\$930.00	
				\$4,464.00
Kasprowicz, Michael	PHI-126-1C	Introduction to Ethics	\$3,045.00	
Kasprowicz, Michael	PHI-126-22	Introduction to Ethics	\$3,045.00	
				\$6,090.00
Kelikian, Toulia	NUR-108-B1	Foundations of Nursing II	\$834.20	
Kelikian, Toulia	NUR-108-B2	Foundations of Nursing II	\$834.20	
				\$1,668.40
Krader, Geoffrey	MAT-086-5J	Intermed Algebra-Part II	\$970.00	
				\$970.00
Lanciotti, Lawrence	PEC-158-01	Basketball	\$1,891.50	
Lanciotti, Lawrence	PEH-103-5F	Nutrition	\$970.00	
Lanciotti, Lawrence	PEH-103-8G	Nutrition	\$1,940.00	
				\$4,801.50
Lind, Carmen	ENG-101-MF	Rhetoric I	\$3,045.00	
Lind, Carmen	ENG-151-1F	Creative Writing I	\$3,045.00	
				\$6,090.00

Full-Time Faculty Overload Report Fall 2017

Name	CRS ID#	Course / Special Project Title	Salary	Totals
Mohr, Michele		Learning Community C	\$1,940.00	
Mohr, Michele		Department Chair	\$2,910.00	
				\$4,850.00
Nedza, Michael		THR-108-1D	\$3,045.00	
Nedza, Michael		Department Chair	\$3,045.00	
				\$6,090.00
Paez, Elizabeth	MAT-105-4G	College Algebra	\$3,720.00	
				\$3,720.00
Parise, Patricia	NUR-108-A1	Foundations of Nursing II	\$6,780.20	
				\$6,780.20
Pearson, Dennis	BIO-152-1C	Anatomy & Physiology (therapie	\$2,724.90	
Pearson, Dennis	BIO-152-2H	Anatomy & Physiology (therapie	\$1,794.90	
Pearson, Dennis	BIO-203-5F	Anatomy & Physiology I	\$2,724.90	
Pearson, Dennis	BIO-204-3C	Anatomy & Physiology II	\$2,724.90	
Pearson, Dennis		BIO lab instructor	\$7,077.30	
Pearson, Dennis		Lab Prep - for Scien	\$1,860.00	
				\$18,906.90
Primm, Rebecca		ART Dept Projects	\$1,581.00	
				\$1,581.00
Raymond, Mary		ACCE - PHT	\$2,594.70	
				\$2,594.70
Reft, Jennifer	PHT-114-1B	Fundamentals of Kinesiology I	\$902.10	
Reft, Jennifer	PHT-114-2B	Fundamentals of Kinesiology I	\$902.10	
Reft, Jennifer	PHT-212-1F	Syst & Interv li: Neurology	\$2,842.10	
Reft, Jennifer	PHT-212-2B	Syst & Interv II: Neurology	\$902.10	
				\$5,548.40
Roman, Daniel	ART-101-1C	2-D Fundamentals	\$824.50	
Roman, Daniel	ART-103-2B	Drawing I	\$824.50	
Roman, Daniel	ART-105-1J	Painting I	\$5,674.50	
Roman, Daniel	ART-127-1E	Art History III the Modern Wor	\$970.00	
				\$8,293.50
Romero Yuste, Maria	SPN-101-1C	Beginning Spanish I	\$3,880.00	
Romero Yuste, Maria	SPN-130-1E	Spanish for Heritage Speakers	\$3,880.00	
Romero Yuste, Maria	SPN-201-1C	Intermediate Spanish I	\$970.00	
				\$8,730.00
Sanchez, Luis	CAD-101-1D	Fundamentals of Drafting	\$1,872.10	
Sanchez, Luis	CAD-102-1L	Descriptive Geometry	\$902.10	
Sanchez, Luis	CAD-104-1G	Assembly Drawings	\$902.10	
Sanchez, Luis	CAD-205-15	Mechanical Design	\$902.10	
Sanchez, Luis	CAD-100-1A	Autocad Fundamentals	\$4,782.10	
Sanchez, Luis		Career Program Coord	\$970.00	
				\$10,330.50
Sarther, Diane	NUR-206-A4	Medical-Surgical Nursing	\$365.40	
Sarther, Diane	NUR-206-A5	Medical-Surgical Nursing	\$893.20	
				\$1,258.60
Schmitt, Robert	PSY-202-1E	Abnormal Psychology	\$2,910.00	
Schmitt, Robert	PSY-215-2F	Life Span: Survey of Human Dev	\$2,910.00	
Schmitt, Robert	PSY-215-3H	Life Span: Survey of Human Dev	\$2,910.00	
				\$8,730.00

Full-Time Faculty Overload Report Fall 2017

Name	CRS ID#	Course / Special Project Title	Salary	Totals
Seo, Kymberly	BIO-203-H2	Anatomy & Physiology I	\$2,973.95	
Seo, Kymberly	BIO-204-NR	Anatomy & Physiology II	\$2,973.95	
Seo, Kymberly		BIO lab instructor	\$8,160.60	
Seo, Kymberly		Lab Prep - for Scien	\$2,030.00	
				\$16,138.50
Sleeth, Bradley	GEL-101-1J	Physical Geology	\$837.00	
Sleeth, Bradley	GEL-101-2B	Physical Geology	\$837.00	
Sleeth, Bradley	PHS-101-5E	Astronomy	\$930.00	
Sleeth, Bradley	PHS-101-6F	Astronomy	\$2,790.00	
Sleeth, Bradley	PHS-101-8J	Astronomy	\$2,790.00	
Sleeth, Bradley		Lab Prep - for Scien	\$1,860.00	
				\$10,044.00
Spaniol, Scott	MAT-084-3E	Elementary Algebra-Part II	\$1,860.00	
Spaniol, Scott	MAT-085-9E	Intermed Algebra-Part I	\$930.00	
Spaniol, Scott		Department Chair	\$2,790.00	
				\$5,580.00
Styer, Audrey	CPS-111-H3	Business Computer Systems	\$943.95	
Styer, Audrey	CPS-111-H4	Business Computer Systems	\$943.95	
Styer, Audrey	CPS-111-NR	Business Computer Systems	\$943.95	
Styer, Audrey	CPS-111-NR2	Business Computer Systems	\$5,003.95	
Styer, Audrey	CPS-111-NR3	Business Computer Systems	\$5,003.95	
				\$12,839.75
Sykora, Donald	ATM-102-1C	Fuel Sys and Emission Controls	\$2,628.70	
Sykora, Donald	ATM-299-1G	ASE Test Prep	\$1,940.00	
Sykora, Donald		ATM - NATEF	\$2,910.00	
Sykora, Donald		Career Program Coord	\$970.00	
				\$8,448.70
Walley, Cynthia	CIS-116-H1	Intro to HTMLProgramming	\$824.50	
Walley, Cynthia	CIS-220-NR	Systems Analysis	\$2,842.10	
Walley, Cynthia	CPS-101-NR	Informational Technology	\$1,940.00	
Walley, Cynthia	CPS-111-H1	Business Computer Systems	\$902.10	
				\$6,508.70
Warren, John	MUS-110-1D	Music Theory 1	\$2,790.00	
Warren, John	MUS-132-1R	Private Applied Voice Music Ma	\$1,860.00	
Warren, John	MUS-230-1R	Private Applied Piano Music Ma	\$930.00	
				\$5,580.00
Wood, Robert		HLC Committee	\$970.00	
Wood, Robert		ILC Assignments	\$5,820.00	
				\$6,790.00
Zukauskas, Karolis	ENG-082-3F	Reading & Writing I	\$3,045.00	
Zukauskas, Karolis	ENG-102-NR	Rhetoric II	\$3,045.00	
				\$6,090.00
			Grand Total:	\$339,506.80

From: [Anthony Ray](#)
To: [Stan Fields](#)
Cc: [Doris Rivera](#); [Melissa Mollett](#); [Maria Anderson](#); [Wendy Vega-Huezo](#)
Subject: Personnel Action Item - September Board
Date: Friday, September 08, 2017 2:23:06 PM
Attachments: [Delgado-App.pdf](#)

NAME	POSITION	Effective	SALARY*	COMMENTS
Sally Delgado	Enrollment Specialist	September 19, 2017	\$47,684/year	Classified Staff, Full-time AFT Local 1600 Replacing Lillianna Franco
	<i>Recent Employment:</i> Youth Guidance October 2016 to July 2017			

Anthony Ray, PHR

Executive Director of Human Resources/Ombudsman
Room 225-B
anthony.ray@Morton.edu

Morton College

3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

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From: [Anthony Ray](#)
To: [Stan Fields](#)
Cc: [Melissa Mollett](#); [Maria Anderson](#); [Doris Rivera](#); [Wendy Vega-Huezo](#)
Subject: Personnel item-September Board
Date: Friday, September 08, 2017 2:23:05 PM

Resignation Report

NAME	POSITION	EFFECTIVE	COMMENTS
<u>Full-Time Faculty</u>			
Cheryl Bulat	Instructor-Early Childhood Education	May 18, 2018	Full-Time Faculty Union-AFT Local 1600

Anthony Ray, PHR

Executive Director of Human Resources/Ombudsman
Room 225-B
anthony.ray@Morton.edu

Morton College

3801 S. Central Ave.
Cicero, ILL. 60804

708-656-8000, **x2298**

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From: [Anthony Ray](#)
To: [Stan Fields](#)
Cc: [Melissa Mollett](#); [Maria Anderson](#); [Doris Rivera](#); [Wendy Vega-Huezo](#)
Subject: Personnel Action Item -September Board
Date: Friday, September 08, 2017 2:22:12 PM
Attachments: [Job Description - FT - Circulation Librarian - Sep 2017.docx](#)
[Job Description - FT - Reference Librarian - Sep 2017.docx](#)

PROPOSED ACTION: THAT THE BOARD APPROVE THE CREATION OF A NEW, FULL-TIME CLASSIFIED STAFF (UNION) POSITION OF REFERENCE LIBRARIAN AND THE CREATION OF A NEW, FULL-TIME CLASSIFIED STAFF (UNION) POSITION OF CIRCULATION LIBRARIAN AND THE SUBSEQUENT ELIMINATION OF THE EXISTING THREE PART-TIME CLASSIFIED STAFF (NON-UNION) POSITIONS OF REFERENCE LIBRARIAN AND THE EXISTING FULL-TIME CLASSIFIED STAFF (UNION) POSITION OF MUSEUM AND LIBRARY LIAISON EFFECTIVE SEPTEMBER 18, 2017, AS SUBMITTED.

RATIONALE: [Required by Board Policies 2.1 and 4.1]

The College is looking to improve its overall library services and enhance student success.

COST ANALYSIS*: \$47,684-86,167 salary range plus \$15,000 for benefits for two full-time positions. (\$125,368 estimated Costs)

\$41,750-64,977 salary range plus benefits for Library and Museum Liaison.

Former employee at \$52,350. (\$67,350 estimated savings)

\$22.00/hour average starting rate for Reference Librarian. (\$68,640 estimated savings)

Overall Costs (Savings): (\$10,622 in first year)

ATTACHMENTS: Job Description: Circulation Librarian, Reference Librarian

Anthony Ray, PHR

Executive Director of Human Resources/Ombudsman
Room 225-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:	Circulation Librarian
Range:	Range IV or V
Grant-Funded:	No
Reports to and Evaluated by:	Director of Library & Instructional Technology
Required Qualifications:	<p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth ALA-accredited Master's' in Library science program. Good oral/written communication skills. High energy, positive, service-oriented. Knowledge of computers including Microsoft Suite, Innovative Interfaces online catalog and periodical databases such as Firstsearch, Ebsco, Proquest.and OCLC. . Must be able to multi-task and work with deadlines, be detail oriented, able to work with minimal supervision.</p>
Desirable Qualifications:	Spanish/English bicultural, bilingual. Library instruction experience a plus.
Job Summary:	<p>Provides reference and circulation assistance as well as Library instruction to patrons. Responsible for oversee of collection development.</p>
Essential Job Functions	<ul style="list-style-type: none">• Serves library patrons• Provides reference and electronic assistance• Provide remote reference assistance through instant messaging• Helps patrons in use of online periodical databases• Oversee hiring and training of student employees• Develops check-in/check-out procedure• Patron record keeping• Assist with collection acquisition• Collection maintenance• May require evenings and weekends• Database development and maintenance

- Assist with ordering of library, office and museum supplies.
- Assist with evaluation and purchase of online periodical databases

Other Duties: • As assigned

Work Environment: Office type work environment. Answering of phones, assisting and working with students, faculty and the general public

Physical Demands:

- Required to communicate – talk, hear, and write; written and oral communication
- Eye-hand coordination
- Sitting, standing, walking, reaching with arms and hands, kneeling, or crouching
- Vision abilities required by this job include close vision
- Lifting and carrying items up to 20 lbs.
- Ability to work independently, often unsupervised.
- Ability to lift 50 lbs.
- Bending, twisting, climbing, crawling, pushing, kneeling, stooping and reaching overhead

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

Job Description

Job Title:	Reference Librarian
Range:	Range IV or V
Grant-Funded:	No
Reports to and Evaluated by:	Director of Library & Instructional Technology
Required Qualifications:	<p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth ALA-accredited Master's' in Library science program. Good oral/written communication skills. High energy, positive, service-oriented. Knowledge of computers including Microsoft Suite, Innovative Interfaces online catalog and periodical databases such as Firstsearch, Ebsco, Proquest.and OCLC. . Must be able to multi-task and work with deadlines, be detail oriented, able to work with minimal supervision.</p>
Desirable Qualifications:	Spanish/English bicultural, bilingual. Library instruction experience a plus.
Job Summary:	<p>Provide Reference assistance at the Reference Desk assisting patrons with over 62 online databases, web resources, the SWAN online catalog, and the Reference Collection. Provide Library instruction to patrons. To collaborate with and provide support for the Library, Hawthorne Museum. Assist with Library and Museum operations, events and projects. Assist with coordination of library and museum exhibits, tours and acquisitions of artifacts.</p>
Essential Job Functions	<ul style="list-style-type: none">• Serve patrons at Reference Desk• Provide remote reference assistance through instant messaging• Help patrons in use of online periodical databases• Provide library instruction to Morton College classes• Provide library tours

- Prepare guides to online and print resources
- May require evenings and weekends
- Provide support for the Library, Hawthorne Museum, and Heritage Hall
- Assist with Library and Museum operations, events and projects
- Process in library and museum acquisitions for print, non-print and artifact collections
- Schedule and conduct Museum tours and contributes to design of rotating exhibits
- Assist with ordering of library, office and museum supplies.
- Assist with evaluation and purchase of online periodical databases

Other Duties:

- As assigned

Work Environment:

Office type work environment. Answering of phones, assisting and working with students, faculty and the general public

Physical Demands:

- Required to communicate – talk, hear, and write; written and oral communication
- Eye-hand coordination
- Sitting, standing, walking, reaching with arms and hands, kneeling, or crouching
- Vision abilities required by this job include close vision
- Lifting and carrying items up to 20 lbs.
- Ability to work independently, often unsupervised.
- Ability to lift 50 lbs.
- Bending, twisting, climbing, crawling, pushing, kneeling, stooping and reaching overhead

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
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- ☐ 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**_____