

Morton College

Regular Meeting

Monday, November 13, 2017 5:00 PM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Agenda for the Regular Meeting

Monday, November 13, 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, November 13, 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. <u>Citizen Comments</u>	
4. Recognition	
5. <u>Correspondence</u>	
6. Reports	
6. 1. ICCTA/ACCT	
6. 2. Student Member-Estefani Hernandez Perez	5
6. 3. Friends of Morton Foundation - Information Only Report	6
7. <u>President's Report</u>	
7. 1. Out of State Travel Report-Information Only	8
7. 2. Community Facilities Usage Report-Information Only	9
7. 3. Coding Initiative	
7. 4. Morton College Child Learning Center-Certificate for Attainment of Gold Circle of Quality	10
7. 5. CAPTE, PTA Reaffirmation of Accreditation Visit-November 6-8, 2017	
9. Consent Agenda	

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

	discretion of the Board.	
8. 2.	Approval of the Minutes of Regular Meeting held on October 23, 2017	11
8. 3.	Approval of the Minutes of Closed Meeting held on October 23, 2017	
8. 4.	Approval and Ratification of Accounts Payable and Payroll \$3,388,017 and Budget Transfers \$14,666 for the month of September 2017, as submitted	18
8. 5.	Approval of the Monthly Budget Report-for fiscal year to date ending in September 2017 be received and filed for Audit	94
8. 6.	Approval of the Treasurer's Report - September 2017 be received and filed for Audit	111
8. 7.	Approval of the two (2) year agreement with GradImages and Morton College for graduation photography services, as submitted	113
8. 8.	Approval of the Affiliation Agreement between Morton College and MacNeal Hospital for the Nursing Program, as submitted	123
8. 9.	Approval of the Affiliation Agreement between Morton College and Lexington Healthcare Center of Elmhurst for the Nursing Program, as submitted	140
3. 10.	Approval of the Continued Institutional Membership in the International Nursing Association for Clinical Simulation & Learning (INACSL) at a cost of \$532, as submitted	159
3. 11.	Approval of the Compensation Report for Adjunct Faculty Members teaching English, 101, 102, 086, 071, 076, 151 and 152 for Fall Semester 2017 in the amount of \$9,677.13, as submitted	161
3. 12.	Approval of the following Facility Use Permits	
8.	12. 1. Mexican Revolution Day, November 20, 2017, Theatre	164
Old B	usiness Action Items	
New I	Business Action Items	
10. 1.	Update on Request for Proposal (RFP) on Network Administration and Support Services (IT Services)	
10. 2.	Discussion regarding operational status of Panther Portal and Student Email access	
10. 3.	Acceptance of the comprehensive Annual Financial Report for Fiscal Year 2017, and the accompanying communication prepared by BKD, LLP Auditors	
10. 4.	Approval of Sanchez, Daniels & Hoffman & Squad 8-B Solutions, Inc. for services related to an employment investigation and as set forth in their agreements, as submitted	167
10. 5.	Approval of the estimated 2017 Tax Levy of \$9,417,200, which represents a 2.79% or a \$255,772 increase from the \$9,161,428 Cook County extended 2016 levy	172
Perso	nnel Action Items	
11 1	Approval of the compensation for Non-Union Employees for EY18, effective July	174

9.

10.

11.

1, 2017, as submitted

l1. 2.	Appro 1, 201	oval of the following Administration Employment Agreements effective July 17	
11	. 2. 1.	Michael Kott, Director of Library and Technology Services of Morton College, \$93,150.00	183
11	. 2. 2.	Dr. Magda Banda, Director of Institutional Research of Morton College, \$83,383.00	196
11	. 2. 3.	Susan Felice, Director of Continuing Education of Morton College, \$75,448.00	209
11	. 2. 4.	Yolanda Freemon, Director of Financial Aid of Morton College, \$83,329.00	222
11	. 2. 5.	William Jacklin , Athletic Director of Morton College, \$108,000.00	235
11	. 2. 6.	Dr. Lydia Falbo, Director of Nursing Programs of Morton College, \$99,360.00	248
11	. 2. 7.	Dr. Tom Pierce, Dean of Continuing Education of Morton College, \$95,945.00	262
11	. 2. 8.	Anthony Ray, Executive Director of Human Resources/Ombudsman of Morton College, \$126,998.00	274
11	. 2. 9.	Derek Shouba, Dean of Arts and Sciences of Morton College, \$110,057.00	289
11.	2. 10.	Marisol Velazquez, Director of Student Development of Morton College, \$90,045.00	302
11.	2. 11.	Dr. Frances Wedge, Director of Physical Therapist Assistant Program of Morton College, \$92,784.00	316
11.	2. 12.	Marlena Avalos-Thompson, Registrar of Morton College, \$80,533.00	331
11.	2. 13.	Blanca Jara, Director of Public Relations and Community Outreach, \$56,925.00	344
11.	2. 14.	Joseph Belcaster, Assistant Athletic Director, \$53,303.00	360
11.	2. 15.	Mireya Perez, Director of Business Services of Morton College, \$95,450.00	372
11.	2. 16.	Wendy Vega-Huezo, Associate Director of Human Resources of Morton College, \$74,340.00	385
11.	2. 17.	Erika Tejeda, Director of Grants and Compliance of Morton College, \$70,000.00	398
l1. 3.	Positi	oval a stipend of \$10,250.00 for Anthony Ray for work performed in the on of interim Director of Deskside Services of Morton College for the period y 1, 2017 to November 30, 2017, as submitted	411
l1. 4.	Repor	oval of the Addendum to the Adjunct Faculty Assignment/Employment of Fall Semester 2017 in the amount of \$166,303.90 as submitted, ng additional class cancelations and/or additions	412
Class	d Sacci	ion.	

12. <u>Closed Session</u>

12. 1. Approval to adjourn to Closed Session to consider litigation, when an action against, affecting or on behalf of the particular public body has been filed and is

pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting pursuant to 5 ILCS 120/2(c)(11) and the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of Morton College pursuant to 5 ILCS 120/2(c)(1)

- 13. Board Member Comments
- 14. Adjournment

Student Report to the Board

November 2017

Date	Event	Organization
October 14 th , 2017	Student Leadership Conferen	nce SAO
The annual Student Leade	rship Conference is mandatory for	r all club and organization
Presidents, Vice-President	s, Secretaries, Treasurers, and Se	enators. The conference
serves as a leadership trainwith our fellow peers.	ning with the opportunity to networ	rk and build connections
October 25 th , 2017	•	
This event was comprising	of both community social services	s and health resources.
There were many free hear open for the community.	Ith screenings, giveaways, raffles	and more! The event was

Submitted by: Estefani Hernandez Perez



Friends of Morton Foundation Report for Oct 31, 2017

FMF Bank Accounts

Bank of America: \$ 18,160.77 (same amt)

Morton College Acct: \$15,049.76+

Past Meetings:

- Multiple in-district meetings
- Cabinet Meeting
- Fire Chiefs
- 1 Board Member visits
- 2 Major Donor visits
- 1 SMALL BUSINESS MEETING
- HOF MEETING
- FMF BOARD MEETING
- INTERNAL MEETING FOR CHILI COOK OFF

Pending:

- 3 Board Member visits
- On campus meetings / Nursing

Scholarships

•Completed Contract for Nursing Scholarship - \$2,500 "in the mail"

Meeting for Application Process

Annual Giving Campaign 2017

- Letter is being reworked by Dr. Fields for encouraging those who have not participated yet to do so – sent
- Additional meetings for request of funds and follow up to those individuals who said they are interested
- Thank you notes created, produced and mailed to each donor

CHILI COOK OFF

- 1. Materials generated for event
- 2. Internal meeting schedule going forward
- 3. Communication for Fire Chiefs
- 4. Meeting on additional concepts for event
- 5. Food Contract requested on HOF/ Chili Cook Off
- 6. 2 request for MD gifts / smaller

Misc

- Provided documentation for \$500 sponsorship from UPS picking up check
- Set up meeting with Kia Berwyn and Don Sykora
- Met with and Followed up with Dr Fields and Joe Topinka on the additional \$15,000 needed to complete the JBT room. – Follow up / No action yet with Major Donor
- Created and provided list for potential meeting for Dr Stan Fields and I to visit local businesses—list exhausted
- Worked with Maria Anderson and Joe Topinka on letter to almost 2500 former donors of JBT
- Follow up on Dr Fields/Sallie meeting with potential donor-- declined



TRAVEL REPORT

Regular Meeting of the Morton College Board of Trustees November 13, 2017

(Per Board Policy)

<u>NAME</u>	DATE(S)	<u>DESTINATION</u>	<u>PURPOSE</u>	COST
Carlos Dominguez	Nov 1-5, 2017	Kansas City, MO	SHPE National Conference	



COMMUNITY FACILITIES USAGE REPORT

Regular Meeting of the Morton College Board of Trustees November 2017

(Per Board Policy #5.8)

DATE(S)	ORGANIZATION	FACILITY	<u>TIME</u>
11/13 & 11/27	Town of Cicero	Theatre	2:00 pm – 5:00 pm

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

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: <u>Maria Anderson</u>; <u>Blanca E Jara</u>; <u>Keith McLaughlin</u>

Subject: Fwd: Morton Preschool

Date: Thursday, October 19, 2017 6:30:17 PM

Let's recognize Sonia and our preschool team at the November board meeting... president rpt

Begin forwarded message:

Good Morning!

In validation of our high quality early childhood programs, Morton College Child Learning Center received a Certificate for Attainment of Gold Circle of Quality. This is the highest level of recognition by the Illinois State Board of Education, the Department of Children and Family Services, the Illinois Departments of Human Services, and the Governor's Office of Early Childhood Development. The award is continuation of our first "Gold" rating from December, 2015, and it is effective until May, 2019. Congratulations to our small but hardworking team!!!

Sonya Pencheva

Morton College PFA & PEG Coordinator 3801 S. Central Ave

Cicero, IL 60804

708 656 8000, x. 2284 tsonka.pencheva@morton.edu

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.



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO.

527 COOK COUNTY, ILLINOIS

Minutes for the Regular Board Meeting

Monday, October 23, 2017

A Regular Meeting of the Board of Trustees of Morton College was held Monday, October 23, 2017, beginning at 11:08 AM in the Morton College Board Room (221B) of Building B located at 3801 S. Central Avenue, Cicero, Illinois.

1. Call to Order

The Regular Meeting of the Board of Trustees of Illinois Community College District No. 527 was called to order by Board Chair Frank Aguilar at 11:08 AM on Monday, October 23, 2017 in the Morton College Board Room (221-B).

2. Roll Call

Present:

Frank J. Aguilar, Chair
Joseph J. Belcaster, Trustee
Jose A. Collazo, Secretary
Melissa Cundari, Trustee
Frances Reitz, Trustee
Anthony Martinucci, Vice Chair (Arrived at 5:20 PM)
Estefani Hernandez Perez, Advisory Student Member

Absent:

Susan L. Banks, Trustee

Also Present:

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

3. Citizen Comments

Nursing Students addressed the Board regarding a Nursing Faculty Member.

Dana Kraft, Nursing Student, stated that she gave this teacher an evaluation, and the evaluation was not received. This same nursing instructor offers private tutoring for an income, and advertises it in class. Ms. Kraft stated that she has went to this instructor for help, and was told that you cannot have a job and be successful in the nursing program.

Briyit Bedolla, Nursing Student, stated this teach belittles her and the class, as well as

creates obstacles.

Chair Aguilar said this will be a priorty to investigate, and the Board thanks you for reporting this activity in an open mater.

Michele Mohr, Full-time Faculty, wanted to make sure that the Board received the letter regarding the President's Objectives. Ms. Mohr is curious why key positions are not being filled. She also stated that she is meeting weekly with the Provost to help solve situations within the College. Trustee Aguilar asked Ms. Mohr to communicate to the Board the concerns of the faculty moving forward.

4. Recognition

None

5. Correspondence

None

6. Reports

6. 1. ICCTA/ACCT

The Board Members attended the ACCT Leadership Congress in Las Vegas, NV in September 25-29, 2017. Trustee Cundari made a presentation detailing the sessions that were attended at the Conference. A hard copy of the presentation shall be filed for the HLC focus visit. Trustee Cundari focused on Board Self-Assessment and Evaluation, as well as Presidential Evaluation Sessions. Chair Aguilar stated that he attended the DACA Session and No Confidence Votes in the President.

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.
- 6. 4. The Morton College Foundation Report 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. Cicero Area Project Partnership

Morton College will be partnering with the Cicero Area Project. We have realized that we both are providing similar services to the community, and by combining our efforts we can reach more students.

8. Consent Agenda

Trustee Belcaster moved to approve the consent agenda items 8.1 through 8.16, as listed

below. Trustee Cundari seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, and Reitz Nays: none. Absent: Banks. 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 Minutes of Regular Meeting held on September 18, 2017
- 8. 3. Approval of the Minutes of Closed Meeting held on September 18, 2017
- 8. 4. Approval of the Monthly Budget Report-for fiscal year to date ending in August 2017 be received and filed for Audit
- 8. 5. Approval of the Treasurer's Report August 2017 be received and filed for Audit
- 8. 6. Approval and Ratification of Accounts Payable and Payroll \$ 2,433,665, and Budget Transfers \$0 for the month of August 2017, as submitted
- 8. 7. Approval of the Continued Institutional Membership with American Association of Community Colleges for FY18 in the amount of \$6,069.00, as submitted
- 8. 8. Approval and Ratification of the fiscal year 2018 Morton College Student Government Association budget as submitted
- 8. 9. Approval of the continued membership with the North East Multi-Regional Training, Inc. (NEMRT) for fiscal Year 2018 for a total membership fee of \$2850.00
- 8. 10. Approval of the Continued Institutional Membership in the National League for Nursing at an annual fee of \$1,455, as submitted
- 8. 11. Approval of the following Facility Use Permits:
 - 8. 11. 1. 16th Street Theatre, November 7, 2017, Theatre
 - 8. 11. 2. IL Spina Bifida Association, April 14, 2018, Classrooms and Cafeteria
- 8. 12. Approval of the Agreement with Everfi for a period of three (3) years as the Compliance Training Provider for Morton College, as submitted
- 8. 13. Approval of the Agreement with Santo's Sports for Athletic Apparel, as submitted
- 8. 14. Approval of the Agreement with Subaru and Morton College for the Subaru-U Program, as submitted

- 8. 15. Approval of the Affiliation Agreement between Morton College and Liberty University for the purpose of a practicum experience, as submitted
- 8. 16. Approval of the Affiliation Agreement between Morton College and Olivet Nazarene University for the Nursing Program, as submitted

9. Old Business Action Items

There are none.

10. New Business Action Items

10. 1. Trustee Cundari made a motion to approve a Special Closed Board Meeting Retreat November 17-18, 2017 at the Westin in Chicago, IL for purposes pursuant to 5 ILCS 120/2 (c)(16) for self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which Morton College is a member, and pursuant to 5 ILCS 120/2(c)(1) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of Morton College. Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

10. 2. Trustee Belcaster made a motion to adopt a new Board Policy, Participatory Governance Policy, introduced at the April 26, 2017 Regular Meeting, as submitted. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

10. 3. Introduction and discussion of the Morton College Vision Statement, as submitted.

No votes were taken on this item. Dr. McLaughlin stated that we have not had a Vision Statement in a long time. The College Council agreed to this goal.

10. 4. Trustee Cundari made a motion to approve the Curriculum changes, as submitted. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

10. 5. Trustee Cundari made a motion to approve and award Diamond Graphics as the lowest responsible bidder for provision of custom stationary and printing for the 2017-2018 academic year. Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

11. Closed 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 Martinucci seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

Recess: The Board recessed to the Office of the President for Closed Session at 11:59Al Reconvening: The Regular Meeting was reconvened at 12:48 PM. by Chair Aguilar. Upon Roll Call, the following were found present: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci, Reitz, and Advisory Voting Student Member Hernandez Perez. Absent: Trustee Banks.

Trustee Cundari made a motion to authorize the College President and Attorney to retain Sanchez, Daniels, and Hoffman and Squad 8 to conduct an investigation into an employee complaint. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

12. Personnel Action Items

- 12. 1. Approval of the Personal Service Agreement of the Part-Time and Temporary Athletic Coaches for the 2017-2018 Athletic Year
- 12. 1. 1. Trustee Belcaster made a motion to approve Francisco Rodriguez, Assistant Coach Baseball, \$1,000.00 for the period of 10/24/17-6/30/18. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

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

Nays: none. Absent: Trustee Banks. Motion Carried.

12. 1. 2. Trustee Martinucci made a motion to approve Aaron Rolle, Head Coach Men's Basketball, \$9,017.65 for the period of 10/24/17-6/30/18. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Ave: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: Trustee Banks. Motion Carried.

12. 1. 3. Trustee Martinucci made a motion to approve Stanley Boateng, Assistant Coach Men's Basketball, \$6,312.36 for the period of 10/24/17-6/30/18. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Ave: Trustees Aguilar, Belcaster, Collazo, Cundari, Martinucci and Reitz

Nays: none. Absent: Trustee Banks. Motion Carried.

Trustee Cundari and Reitz exited the meeting at 12:50 PM.

12. 2. Trustee Belcaster made a motion to approve the reorganization of the Adult Education Department effective October 23, 2017, as submitted. Trustee Martinucci seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried.

12. 3. Trustee Martinucci moved to approve the creation of a new, Full-Time Faculty (Union) Position of Basic Nursing Assistant (BNAT)/Program Coordinator effective October 23, 2017, as submitted. Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried.

12. 4. Trustee Martinucci moved to approve the creation of a new, Full-Time Classified Staff (Non-Union) position of Educational Retention Specialist effective October 23, 2017, as submitted. Trustee Belcaster seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried.

12.5. Trustee Belcaster moved to approve the budget reallocation of a Full-Time Classified Staff (Non-Union) Position of Full-Time Grant Accountant and the Elimination of the Full-Time Classified Staff (Non-Union) Position of Executive Assistant - Business Office effective October 23, 2017, as submitted. Trustee Martinucci seconded the motion

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried.

12.6. Trustee Martinucci moved to approve the Full-Time Employment Report, as submitted. Trustee Collazo seconded the motion

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried.

Anthony Ray welcomed Guillermo Gasca, Thomas Mantzakides, and Sonia Perez.

12.7. Trustee Martinucci moved to approve the Termination Report, as submitted. Trustee Collazo seconded the motion

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried.

12.8. Trustee Martinucci moved to approve the differential pay report for Faculty in the amount of \$53,702.94, as submitted, pending additional class cancelations and/or additions. Trustee Collazo seconded the motion.

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried

12.9. The Resignation Report was reported to the Board for informational purposes only.

13. Board Member Comments

Chair Aguilar invited everyone to the Dia de Los Muertos on October 26th at 2pm in the Student Union.

14. Adjournment

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

Advisory Vote-Student Member Hernandez Perez: Aye

Aye: Trustees Aguilar, Belcaster, Collazo, and Martinucci

Nays: none. Absent: Trustee Banks, Cundari, and Banks. Motion Carried

This meeting was adjourned at 1:12 PM

 Frank J. Aguilar Board Chair
 Jose Collazo Board Secretary

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: <u>Maria Anderson</u>; <u>Mireya Perez</u>

Subject: Fwd: Action Item 8.1 for 11/13/17 Board Meeting

Date: Friday, October 27, 2017 3:30:38 PM

Attachments: Board AS Totals 9.30.17.pdf

ATT00001.htm BT 9.30.17.pdf ATT00002.htm

DelGaldo Inv 9.30.17.pdf ATT00003.htm Over 10k Report Sept.pdf

ATT00004.htm

Payroll Register 9-15-17.pdf

ATT00005.htm

Payroll Register 9-30-17.pdf ATT00006.htm Check Register 9-30-17.pdf

ATT00007.htm

Ok

Begin forwarded message:

From: "Mireya Perez" < mireya.perez@morton.edu>

To: "Stan Fields" < stan.fields@morton.edu>

Cc: "Maria Anderson" < maria.anderson@morton.edu >, "Melissa Mollett"

<melissa.mollett@morton.edu>

Subject: FW: Action Item 8.1 for 11/13/17 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF SEPTEMBER 2017 IN THE AMOUNT OF \$3,388,017 AND BUDGET TRANSFERS IN THE AMOUNT OF \$14,666 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: Friday, October 27, 2017 12:09 PM

To: Mireya Perez < <u>mireya.perez@morton.edu</u>>

Subject: FW: Action Item 8.1 for 11/13/17 Board Meeting

Mireya,

Ok to go to the Board

David

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

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of September, 2017 be approved and/or ratified in the amount of \$3,388,017 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	08/31/2017	1,318,953
Payroll	09/15/2017	637,961
Payroll	09/30/2017	679,747
Student Refunds	09/30/2017	690,031
		3,326,692
O&M Restricted Fund (03) Cash Disbursements -		
Monthly	09/30/2017	61,325
TOTAL ALL FUNDS		\$3,388,017

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$14,666 be approved as outlined on the attached Journal No. 1-3 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 13th day of November by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Mo	orton College			
Bu	dget Transfer			
Se	otember 2017			
	Account Number	Description	Debit	Credit
1	10-0000-95206-490000070	Volleyball: Tournament Earnings		4,500
	10-0000-95206-590900000	Volleyball: Other Expenditures	4,500	
2	01-1040-10156-530900000	Therapeutic Massage: Other Contract Srvc	166	
	01-1040-10156-540200000	Therapeutic Massage: Printing		166
3	06-0000-99148-430100020	Special Populations Support Grant: Dept of Ed Grant Revenue		10,000
	06-1040-99148-520900005	Special Populations Support Grant: Employee Professional Dev	5,500	
	06-1040-99148-540100200	Special Populations Support Grant: Instr Supplies	1,700	
	06-1040-99148-540100205	Special Populations Support Grant: Inst Equip <\$5,000	2,000	
	06-1040-99148-550100005	Special Populations Support Grant: Meeting Expense	800	
		Grand Totals	14,666	14,666

Check Number			Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0066194	09/01/17							984.00		984.00
								984.00		984.00
0066195	09/01/17	Recon	0178238	Agera Energy	V0090256	08/17/17		36,961.82		36,961.82
								36,961.82		36,961.82
0066196	09/01/17	Recon	0169286	AKV Ketech Piano Service	V0090449	08/25/17		480.00		480.00
								480.00		480.00
0066197	09/01/17	Recon	0190361	Alicia Biewer	V0090330	08/22/17		670.56		670.56
					V0090331	08/22/17		153.36		153.36
					V0090332	08/22/17		198.38		198.38
					V0090333	08/22/17		188.44		188.44
								1,210.74		1,210.74
0066198	09/01/17	Recon	0000918	Ms. Eileen Bonin	V0090556	08/30/17		36.57		36.57
								36.57		36.57
	09/01/17	Recon	0001466	CAIRS	V0090377	08/23/17		204.00		204.00
23								204.00		204.00
0066200	09/01/17	Recon	0000998	Carolina Biological Supp	V0090469	08/28/17		608.63		608.63
								608.63		608.63
0066201	09/01/17	Recon	0089361	Mr. Nestor C. Carrillo	V0090623	08/30/17		1,000.00		1,000.00
								1,000.00		1,000.00
0066202	09/01/17	Recon	0001075	Cengage Learning	V0090456	08/25/17		1,190.37		1,190.37
						08/28/17		1,190.37 1,715.59		1,715.59
						08/28/17		2,849.60		2,849.60
						08/31/17		777.55-		-777.55
						08/31/17		1 093 50-		-1,093.50
						08/31/17		1,093.50- 1,338.75-		-1,338.75
						08/31/17		45.00-		-1,336.75
						08/31/17				
								1,407.26		1,407.26
0066203	09/01/17	Recon	0158538	Cicero Mexican Cultural	V0090420	08/24/17		1,400.00		1,400.00
							•	1,400.00		1,400.00

Check Number		Check Status		Payee Name	Voucher ID	Voucher PO/BPO Date Number	Voucher Amount	Cash Disc Amount	Check Amount
0066204	09/01/17	Recon	0000783	Mr. Agustin Coronado		08/30/17	1,000.00		1,000.00
							1,000.00		1,000.00
0066205	09/01/17	Recon	0000783	Mr. Agustin Coronado	V0090430	08/25/17	160.00		160.00
							160.00		160.00
0066206	09/01/17	Recon	0000783	Mr. Agustin Coronado		08/25/17 08/30/17	160.00 2,298.61		160.00 2,298.61
							2,458.61		2,458.61
0066207	09/01/17	Recon	0001469	Diamond Graphics	V0090408 V0090409 V0090410 V0090557	08/24/17 08/24/17 08/24/17 08/24/17 08/30/17 08/30/17	65.00 495.00 685.00 1,038.75 495.00 1,085.00		65.00 495.00 685.00 1,038.75 495.00 1,085.00
0066208 2	09/01/17	Recon	0001022	The Douglas Stewart Comp	V0090461	08/28/17	1,784.18 		1,784.18 1,784.18
-	09/01/17	Recon	0001536	Elsevier	V0090458	08/25/17	2,891.81		2,891.81
							2,891.81		2,891.81
0066210	09/01/17	Recon	0000931	Mr. Juan M. Franco	V0090436	08/25/17	200.00		200.00
							200.00		200.00
0066211	09/01/17	Recon	0000931	Mr. Juan M. Franco	V0090437	08/25/17	200.00		200.00
							200.00		200.00
0066212	09/01/17	Recon	0000931	Mr. Juan M. Franco	V0090438	08/25/17	200.00		200.00
							200.00		200.00
0066213	09/01/17	Recon	0000931	Mr. Juan M. Franco	V0090439	08/25/17	200.00		200.00
							200.00		200.00
0066214	09/01/17	Recon	0000931	Mr. Juan M. Franco	V0090440	08/25/17	200.00		200.00
							200.00		200.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0066215	09/01/17	Recon	0000879	Mrs. Sylvia Garza		08/24/17 08/24/17		2,240.00 500.00		2,240.00
								2,740.00		2,740.00
0066216	09/01/17	Recon	0001423	Great Books Foundation	V0090476	08/28/17		102.51		102.51
								102.51		102.51
0066217	09/01/17	Outst	0000805	Mrs. Jamie M. Halmon	V0090316	08/22/17		10.00		10.00
								10.00		10.00
0066218	09/01/17	Recon	0001626	Healthcare Service Corpo	V0090454	08/25/17		153,908.21		153,908.21
								153,908.21		153,908.21
0066219	09/01/17	Outst	0166786	ICCAROO	V0090457	08/25/17		40.00		40.00
								40.00		40.00
0066220	09/01/17	Recon	0001858	ILEAS	V0090592	08/30/17		60.00		60.00
Ŋ								60.00		60.00
0066221	09/01/17	Recon	0001104	INDICO	V0090475 V0090477	08/28/17 08/28/17 08/28/17 08/28/17		19.44 322.80 574.60 675.88		19.44 322.80 574.60 675.88
								1,592.72		1,592.72
0066222	09/01/17	Recon	0190331	Mrs. Rebecca Lambesis	V0090524	08/29/17		550.00		550.00
								550.00		550.00
0066223	09/01/17	Recon	0000755	Mr. Lawrence A. Lanciott	V0090628	08/30/17		1,000.00		1,000.00
								1,000.00		1,000.00
0066224	09/01/17	Recon	0001351	The Lawndale Newspaper	V0090405	08/24/17 08/24/17 08/24/17		450.00 450.00 450.00		450.00 450.00 450.00
								1,350.00		1,350.00
0066225	09/01/17	Recon	0001784	Live Text	V0090554	08/29/17		2,538.00		2,538.00
								2,538.00		2,538.00

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0066226	09/01/17	Recon	0112352	Hector Lopez	V0090636	08/30/17		733.33		733.33
								733.33		733.33
0066227	09/01/17	Recon	0173690	Mr. Jaime Lopez	V0090564	08/30/17		300.00		300.00
								300.00		300.00
0066228	09/01/17	Recon	0000826	Mr. Thomas C. Malesky	V0090177	08/15/17		900.00		900.00
								900.00		900.00
0066229	09/01/17	Recon	0000826	Mr. Thomas C. Malesky	V0090178	08/15/17		375.00		375.00
								375.00		375.00
0066230	09/01/17	Recon	0176067	Clarissa N. Marmolejo	V0090567	08/30/17		300.00		300.00
								300.00		300.00
0066231	09/01/17	Recon	0001087	Matthews Medical Books	V0090462	08/28/17		677.74		677.74
								677.74		677.74
0 6232	09/01/17	Recon	0188163	Metropolis Management &	V0090214	08/15/17		2,000.00		2,000.00
								2,000.00		2,000.00
0066233	09/01/17	Recon	0001093	MIDCO Inc	V0090422	08/24/17		50.00		50.00
								50.00		50.00
0066234	09/01/17	Recon	0001095	Missouri Book Service	V0090484	08/28/17		395.25		395.25
								395.25		395.25
0066235	09/01/17	Recon	0001105	NASFAA	V0089333	07/12/17		1,512.00		1,512.00
								1,512.00		1,512.00
0066236	09/01/17	Recon	0001111	Nebraska Book Co	V0090518	08/28/17 08/28/17 08/31/17		11,793.99 23.25 1,925.70-		11,793.99 23.25 -1,925.70
								9,891.54		9,891.54
0066237	09/01/17	Recon	0171009	Maria I. Nevarez	V0090568	08/30/17		300.00		300.00
								300.00		300.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0066238	09/01/17	Recon	0001109	NJCAA	V0089728	07/20/17		2,190.00		2,190.00
								2,190.00		2,190.00
0066239	09/01/17	Recon	0001928	Nordisco Business Produc	V0090466	08/28/17		335.30		335.30
								335.30		335.30
0066240	09/01/17	Recon	0189933	Roberto B. Olvera	V0090460	08/28/17 08/30/17		972.00 324.00		972.00 324.00
					V0090302	00/30/17		324.00		324.00
								1,296.00		1,296.00
0066241	09/01/17	Recon	0002406	Paisans Pizza	V0090381			145.47		145.47
					V0090384			75.50		75.50
					V0090385 V0090416			145.47 1,710.00		145.47 1,710.00
					V0090416			92.60		92.60
					V0000000	00/30/1/				2,169.04
								2,169.04		,
0066242	09/01/17	Recon	0001526	Payne Publishers	V0090500	08/28/17		289.44		289.44
Ν.								289.44		289.44
0066243	09/01/17	Void	0001355	Pearson Higher Education						
0066244	09/01/17	Recon	0000953	Ms. Liliana Raygoza	V0090401	08/23/17		32.64		32.64
								32.64		32.64
0066245	09/01/17	Recon	0177644	Regroup Mass Notificatio	V0090293	08/21/17		6,728.00		6,728.00
								6,728.00		6,728.00
0066246	09/01/17	Recon	0002850	Josafat J. Roman	V0090639	08/30/17		960.79		960.79
								960.79		960.79
0066247	09/01/17	Recon	0180877	Lysette N. Ruiz	V0090559	08/30/17		300.00		300.00
								300.00		300.00
0066248	09/01/17	Recon	0177837	Sage Publications, Inc	V0090455	08/25/17		8,456.60		8,456.60
					V0090690	08/31/17		3,955.20-		-3,955.20
								4,501.40		4,501.40
0066249	09/01/17	Recon	0172945	Ms. Perla A. Santoyo	V0090566	08/30/17		300.00		300.00
								300.00		300.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0066250	09/01/17	Recon	0171202	SDC Publications		08/28/17 08/31/17		414.00 395.20-		414.00 -395.20
								18.80		18.80
0066251	09/01/17	Recon	0161164	SHRM	V0090494	08/28/17		199.00		199.00
								199.00		199.00
0066252	09/01/17	Recon	0001153	The Sign Edge	V0090421	08/24/17		275.00		275.00
								275.00		275.00
0066253	09/01/17	Recon	0162104	Theatrical Rights Worldw	V0090428	08/24/17		400.00		400.00
								400.00		400.00
0066254	09/01/17	Recon	0001390	Unum Life Ins Co of Amer	V0090453	08/25/17		170.00		170.00
								170.00		170.00
	09/01/17	Recon	0169325	Maria Z. Vargas	V0090569	08/30/17		200.00		200.00
28								200.00		200.00
0066256	09/01/17	Recon	0000974	Verizon Wireless	V0090517	08/28/17		162.98		162.98
								162.98		162.98
0066257	09/01/17	Recon	0002314	Victory Media Group LTD		08/15/17 08/30/17		7,500.00 7,500.00		7,500.00 7,500.00
								15,000.00		15,000.00
0066258	09/01/17	Recon	0001327	Vision Service Plan	V0090465	08/28/17		1,594.50		1,594.50
								1,594.50		1,594.50
0066259	09/01/17	Recon	0002801	Vista Higher Learning		08/29/17 08/31/17		4,870.33 2,835.00-		4,870.33
								2,035.33		2,035.33
0066260	09/01/17	Recon	0165989	Westworx Limited	V0090483	08/28/17		560.00		560.00
								560.00		560.00
0066261	09/01/17	Recon	0183734	Lonnie Wilson	V0090558	08/30/17		300.00		300.00
								300.00		300.00

Check Amount
618.38
618.38
800.00
800.00
120.00
120.00
208.05 624.94
832.99
500.00
500.00
482.89 497.91
980.80
2,850.15
2,850.15
160.00
160.00
370.00
370.00
189.28 189.28 2,030.13 503.26 189.28 189.28
_

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067000	09/08/17	Recon	0153070	BVT Publishing	V0090803	09/05/17		564.93		564.93
								564.93		564.93
0067001	09/08/17	Recon	0184652	Luis Campos	V0090780	09/01/17		120.00		120.00
								120.00		120.00
0067002	09/08/17	Recon	0166319	CAPTE	V0090714	08/31/17		4,250.00		4,250.00
								4,250.00		4,250.00
0067003	09/08/17	Recon	0001075	Cengage Learning	V0090827 V0090831 V0090843	09/05/17 09/05/17 09/05/17 09/05/17 09/05/17		1,103.59 736.59 26,237.12 2,212.66 1,517.72		736.59 26,237.12 2,212.66 1,517.72
0067004	00/00/17	D	0160406	Man Tains II Clins	770000053	00/06/17		31,807.68		31,807.68
0067004	09/08/17	Recon	0162406	Mrs. Irina V. Cline	VUU9U853	09/06/17		10.38		10.38
ω								10.38		10.38
0 6 7005	09/08/17	Recon	0176750	ComputerWorks of Chicago	V0090810	09/05/17		169.00		169.00
								169.00		169.00
0067006	09/08/17	Recon	0190755	Cook County Collector	V0092359	09/08/17		29.56		29.56
								29.56		29.56
0067007	09/08/17	Recon	0010836	Dominican University	V0090813	09/05/17		750.00		750.00
								750.00		750.00
0067008	09/08/17	Recon	0001022	The Douglas Stewart Comp		09/05/17 09/05/17		340.31 1,861.44		340.31 1,861.44
								2,201.75		2,201.75
0067009	09/08/17	Recon	0001536	Elsevier		09/05/17 09/05/17		528.00 1,836.16		528.00 1,836.16
								2,364.16		2,364.16
0067010	09/08/17	Recon	0184010	Extreme Soccer	V0090769	09/01/17		540.00		540.00
								540.00		540.00

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067011	09/08/17	Recon	0006093	Ms. Carol L. Fawcett	V0090713	08/31/17		525.00		525.00
								525.00		525.00
0067012	09/08/17	Recon	0190461	Trevor Fulk	V0090786	09/01/17		120.00		120.00
								120.00		120.00
0067013	09/08/17	Recon	0170244	Jonathan S. Gomez	V0090768	09/01/17		300.00		300.00
								300.00		300.00
0067014	09/08/17	Recon	0190431	John S. Guild	V0090781	09/01/17		120.00		120.00
								120.00		120.00
0067015	09/08/17	Outst	0000805	Mrs. Jamie M. Halmon	V0090817	09/05/17		14.34		14.34
								14.34		14.34
0067016	09/08/17	Recon	0001311	Heinemann Educ Books	V0090808	09/05/17		321.75		321.75
								321.75		321.75
0 4 7017	09/08/17	Recon	0190463	Juan P. Hernandez	V0090782	09/01/17		160.00		160.00
								160.00		160.00
0067018	09/08/17	Recon	0001639	Higher Ed Jobs.Com	V0090720	08/31/17		2,590.00		2,590.00
								2,590.00		2,590.00
0067019	09/08/17	Recon	0001430	The Higher Learning Comm	V0090814	09/05/17		5,618.40		5,618.40
								5,618.40		5,618.40
0067020	09/08/17	Recon	0190462	Robert Hoyou	V0090784	09/01/17		120.00		120.00
								120.00		120.00
0067021	09/08/17	Recon	0003196	Cesar Ibarra	V0090773	09/01/17		160.00		160.00
								160.00		160.00
0067022	09/08/17	Recon	0001104	INDICO		09/05/17 09/05/17		379.24 126.33		379.24 126.33
						09/05/17		314.40		314.40
								819.97		819.97

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067023	09/08/17	Recon	0186800	Inkspire Graphix, Inc.	V0090600 V0090834 V0090839 V0090854			1,338.00 268.00 165.38 420.00		1,338.00 268.00 165.38 420.00
0067024	09/08/17	Recon	0001078	Joliet Junior College	V0090857	09/06/17		100.00		100.00
							-	100.00		100.00
0067025	09/08/17	Recon	0190458	Prem J. Kumar	V0090779	09/01/17	_	160.00		160.00
								160.00		160.00
0067026	09/08/17	Recon	0181730	Lakeview Bus Lines	V0090849	09/06/17	-	245.00		245.00
								245.00		245.00
0067027 3 2	09/08/17	Recon	0001087	Matthews Medical Books		09/05/17 09/05/17 09/05/17		231.52 369.38 285.25 477.54 292.97		231.52 369.38 285.25 477.54 292.97
2							-	1,656.66		1,656.66
0067028	09/08/17	Recon	0001095	Missouri Book Service	V0090805	09/05/17	_	40.62		40.62
								40.62		40.62
0067029	09/08/17	Recon	0161111	Bryan Norwood	V0090783	09/01/17		120.00		120.00
								120.00		120.00
0067030	09/08/17	Outst	0166708	Kerilyn O'Donnell	V0090776	09/01/17	-	160.00		160.00
								160.00		160.00
0067031	09/08/17	Outst	0012014	Olivet Nazarene Universi	V0090847	09/06/17		280.00		
								280.00		280.00
0067032	09/08/17	Recon	0002406	Paisans Pizza	V0090380 V0090655			145.47 5,615.72		145.47 5,615.72
					V0090741	09/01/17	_	504.00		504.00
								6,265.19		6,265.19
0067033	09/08/17	Recon	0002789	Richard A. Pauly	V0090770	09/01/17	-	110.00		110.00

Check Number		Check Status	Vendor ID	Payee Name		Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
									110.00		110.00
0067034	09/08/17	Recon	0001355	Pearson Higher		V0090479 V0090480 V0090481 V0090482 V0090505 V0090508 V0090519 V0090694	08/28/17 08/28/17 08/28/17 08/28/17 08/28/17		2,310.00 24,048.00 1,445.50 497.25 2,705.10 142.76 2,430.90 949.05 2,165.40- 517.95- 1,346.67- 716.85- 9,240.00- 2,875.00- 621.54- 4,292.00		2,310.00 24,048.00 1,445.50 497.25 2,705.10 142.76 2,430.90 949.05 -2,165.40
						V0090696 V0090697 V0090700 V0090701 V0090705 V0090818 V0090821 V0090825 V0090828 V0090829 V0090830	08/31/17 08/31/17 08/31/17 08/31/17 08/31/17 09/05/17 09/05/17 09/05/17 09/05/17 09/05/17		2,772.00 29.00 1,575.00 1,745.50 2,582.32		-1,346.67 -716.85 -9,240.00 -2,875.00 -621.54 4,292.00 2,772.00 29.00 1,575.00 1,745.50 2,582.32
33						V0090840 V0090842			2,635.25 4,362.15 		2,635.25 4,362.15 37,038.37
0067035	09/08/17	Recon	0177818	Carlos M. Rodri	guez	V0090775	09/01/17		120.00		120.00
									120.00		120.00
0067036	09/08/17	Recon	0002899	Mauricio Rodrig	ruez	V0090774	09/01/17		120.00		120.00
0067037	09/08/17	Outst	0001495	Sars Software P	roducts I	V0090850	09/06/17		120.00 2,088.05		2,088.05
									2,088.05		2,088.05
0067038	09/08/17	Recon	0190459	Michael A. Seno		V0090787	09/01/17		120.00		120.00
									120.00		120.00
0067039	09/08/17	Recon	0178263	Marcin Sierak		V0090777	09/01/17		120.00		120.00
									120.00		120.00
0067040	09/08/17	Recon	0160712	University of I	llinois A	V0090809	09/05/17		500.00		500.00
									500.00		500.00

26 Oct 2017

16:28

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067041	09/08/17	Outst	0001177	University of Illinois-C	V0090802	09/05/17		1,500.00		1,500.00
							-	1,500.00		1,500.00
0067042	09/08/17	Outst	0001177	University of Illinois-C	V0090811	09/05/17		1,000.00		1,000.00
							-	1,000.00		1,000.00
0067043	09/08/17	Outst	0001177	University of Illinois-C	V0090812	09/05/17		1,500.00		1,500.00
								1,500.00		1,500.00
0067044	09/08/17	Recon	0001175	UPS	V0090722 V0090723	, - ,		35.10 198.21		35.10 198.21
							-	233.31		233.31
0067045	09/08/17	Recon	0001119	W W Norton & Co Inc	V0090819	09/05/17		489.60		489.60
							-	489.60		489.60
0067046	09/15/17	Recon	0001375	AXA Equitable Equi-Vest	V0092567	09/15/17		2,581.00		2,581.00
34							-	2,581.00		2,581.00
0067047	09/15/17	Recon	0177469	Bright Start College Sav	V0092568	09/15/17		100.00		100.00
							-	100.00		100.00
0067048	09/15/17	Outst	0001422	CCCTU-Cope Fund	V0092569	09/15/17		186.00		186.00
							-	186.00		186.00
0067049	09/15/17	Outst	0001374	College & University Cre	V0092572	09/15/17		250.00		250.00
							-	250.00		250.00
0067050	09/15/17	Recon	0001371	Colonial Life & Accident	V0092573	09/15/17		12.00		12.00
							-	12.00		12.00
0067051	09/15/17	Recon	0188948	Consumer Financial Servi	V0092570	09/15/17		114.94		114.94
							-	114.94		114.94
0067052	09/15/17	Outst	0187854	IAMG	V0092575	09/15/17		7.50		7.50
							-	7.50		7.50

Page 13

16:28 Bank Code: 01 General Checking

26 Oct 2017

GL Account No: 01-0000-00000-110000000

necounc	110 - 01	0000 0	0000 110							
Check Jumber		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
067053 09	9/15/17	Recon	0160763	Illinois Education Assoc	V0092576	09/15/17		6,162.13		6,162.13
								6,162.13		6,162.13
67054 09	9/15/17	Outst	0101061	Morton College Faculty	V0092571	09/15/17		75.52		75.52
								75.52		75.52
67055 09	9/15/17	Outst	0001372	Morton College Teachers	V0092578	09/15/17		2,499.46		2,499.46
								2,499.46		2,499.46
167056 09	9/15/17	Outst	0001372	Morton College Teachers	V0092579	09/15/17		1,715.12		1,715.12
								1,715.12		1,715.12
67057 09	9/15/17	Recon	0167128	Pioneer Credit Recovery,	V0092580	09/15/17		85.89		85.89
								85.89		85.89
67058 09	9/15/17	Recon	0001513	SEIU Local 73 Cope	V0092581	09/15/17		26.00		26.00
								26.00		26.00
7059 09	9/15/17	Recon	0001373	Service Employees Intl U	V0092582	09/15/17		922.99		922.99
								922.99		922.99
067060 09	9/15/17	Recon	0001563	State Disbursement Unit		09/15/17 09/15/17		60.00 1,092.13		60.00 1,092.13
								1,152.13		1,152.13
67061 09	9/15/17	Recon	0001161	State Univ Retirement Sy	V0092585	09/15/17		61,627.91		61,627.91
								61,627.91		61,627.91
067062 09	9/15/17	Recon	0001370	TIAA-CREF	V0092574 V0092586	09/15/17 09/15/17		4,442.00 5,820.24		4,442.00 5,820.24
								10,262.24		10,262.24
67063 09	9/15/17	Recon	0183850	Transworld Systems Inc	V0092577	09/15/17		110.94		110.94
								110.94		110.94
67064 09	9/15/17	Recon	0001376	VALIC	V0092587	09/15/17		1,237.71		1,237.71
								1,237.71		1,237.71

	Bank Co	ode:	01	General	Checking	
GL	Account	No:	01-	-0000-000	000-110000	0000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067065	09/15/17			Voya Retirement Insuranc				1,004.92		1,004.92
							-	1,004.92		1,004.92
0067066	09/15/17	Recon	0166304	A.W.E.S.O.M.E. Pest Serv	V0092520	09/14/17	B0002187	240.00		240.00
							-	240.00		240.00
0067067	09/15/17	Recon	0169985	Adam Lange Consulting	V0092353	09/07/17	P0005307	315.00		315.00
							-	315.00		315.00
0067068	09/15/17	Recon	0001768	AIR	V0092351	09/07/17	P0005215	140.00		140.00
							-	140.00		140.00
0067069	09/15/17	Recon	0000962	Airgas North Central			B0002226 B0002226	95.87 1.43		95.87 1.43
					V0092433	09/12/17	-	97.30		97.30
0067070	09/15/17	Recon	0002105	Alfred G Ronan Ltd	7/0092519	09/14/17	B0002181			
	03/13/17	Recon	0002103	Alfred G Ronan Ltd	V0052315	03/11/1/	-	8,000.00		8,000.00
ယ တ 0067071	09/15/17	Recon	0188188	Amazon Capital Services	V0092540	09/14/17	P0005285			75.98
0007071	05/15/17	necon	0100100	Amazon Capital Services			P0005263 B0002195	51.00		51.00 48.57
					VUU92546	09/14/17	B0002195	48.57		
								175.55		175.55
0067072	09/15/17	Recon	0001188	Aramark	V0092450	09/12/17	B0002185	369.77 		369.77
								369.77		369.77
0067073	09/15/17	Recon	0001953	AT&T Mobility	V0092341	09/07/17	B0002234	99.16 99.16		99.16 99.16
					V0072430	09/12/17	-			198.32
								198.32		
0067074	09/15/17	Recon	0000985	Berwyn Ace Hardware	V0092413	09/11/17	B0002204	16.74		16.74
								16.74		16.74
0067075	09/15/17	Recon	0001818	Blackboard, Inc.				40,449.65 13,390.00		40,449.65 13,390.00
							-	53,839.65		53,839.65
0067076	09/15/17	Recon	0000998	Carolina Biological Supp	V0092410	09/11/17	P0005275	27.25		27.25

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0092549	09/14/17	P0005275	54.70 439.55		54.70 439.55
								521.50		521.50
0067077	09/15/17	Recon	0001593	CDW-Government, Inc	V0092442 V0092444 V0092445	09/12/17 09/12/17 09/12/17	B0002155 B0002155 B0002155	198.01 1,386.66 151.51 76.15 299.08 320.76		198.01 1,386.66 151.51 76.15 299.08 320.76
					V0092324	09/14/1/	B0002107	153.51 2,585.68		2,585.68
0067078	09/15/17	Recon	0001556	Ceramic Supply Chicago	V0092349	09/07/17	P0005288			
								652.50		652.50
0067079	09/15/17	Recon	0158290	Coast to Coast Computer	V0092348 V0092352 V0092411 V0092429 V0092460	09/07/17 09/07/17 09/11/17 09/12/17 09/12/17	P0005270 B0002156 B0002156 B0002156 B0002156	269.96 1,946.00 114.00 97.00 2,401.00		269.96 1,946.00 114.00 97.00 2,401.00
37								4,827.96		4,827.96
0067080	09/15/17	Recon	0001752	Comcast Cable	V0092533 V0092534	09/14/17 09/14/17	B0002169 B0002218	221.10		409.85 224.40
								634.25		634.25
0067081	09/15/17	Recon	0001676	Del Galdo Law Group, LLC	V0092430	09/12/17	B0002215	18,160.00		18,160.00
								18,160.00		18,160.00
0067082	09/15/17	Recon	0000989	Dick Blick	V0092342 V0092432	09/07/17 09/12/17	B0002217 B0002212	695.32 339.23		695.32 339.23
								1,034.55		1,034.55
0067083	09/15/17	Recon	0002450	Faronics	V0092554	09/14/17	P0005281	433.25		433.25
								433.25		433.25
0067084	09/15/17	Recon	0001029	Fed Ex	V0092539	09/14/17	в0002197	18.06		18.06
								18.06		18.06
0067085	09/15/17	Recon	0188213	First Midwest Bank	V0092491	09/13/17	P0005260	439.30		439.30

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0092492	09/13/17	P0005279	417.11 280.76 249.00 183.58		417.11
					V0092493	09/13/17	P0005237	280.76		280.76
					V0092494	09/13/17	P0005241	249.00		249.00
					V0092495	09/13/17	P0005242 P0005248	183.58 89.78		183.58 89.78
					V0092490					-5.28
							D0005252	875 00		875.00
					V0092499	09/13/17	B0002236	6.10		6.10
					V0092500	09/13/17	B0002236 P0005257	149.00		149.00
					V0092501	09/13/17	P0005262	6.10 149.00 112.98 318.00		112.98
					V0092502	09/13/17	P0005267	318.00		318.00
					V0092503	09/13/17	P0005265	599 00		599.00
					V0092504	09/13/17	P0005284	275.00 122.10 959.59 31.34 764.64		275.00
					V0092505	09/13/17	P0005283	122.10		122.10
					V0092506	09/13/17	P0005299	959.59		959.59
					VUU92558	09/14/17	P0005305	31.34		31.34 764.64
					770092560	09/14/17	D0002313	764.64 96 98		
					V0092502	09/15/17	P0005300	4 400 75		96.98 4,400.75
					V0092590	09/15/17	P0005268	179.95		179.95
					V0092591	09/15/17	P0005255	1,274.00		1,274.00
					V0092593	09/15/17	P0005298	31.34 764.64 96.98 4,400.75 179.95 1,274.00 265.96		265.96
ယ္က								12,084.64		12,084.64
0 067086	09/15/17	Recon	0001034	Flinn Scientific Inc	V0092347	09/07/17	P0005289	191.30		191.30
0007000	03,13,1,	1100011	0001031	TITIM BOTOMOTITO INO			P0005239	191.30 110.30		110.30
							•	301.60		301.60
0067087	09/15/17	Recon	0001037	Fox Valley Fire & Safety	V0092535	09/14/17	B0002231	2,766.00		2,766.00
								2,766.00		2,766.00
0067088	09/15/17	Recon	0001960	Freestyle Photo Supplies	V0092346	09/07/17	P0005271	682.68		682.68
								682.68		682.68
0067089	09/15/17	Recon	0001962	GW & Associates, PC	V0092458	09/12/17	B0002220	9,000.00		9,000.00
								9,000.00		9,000.00
0067090	09/15/17	Recon	0177827	Halogen Software, Inc	V0092522	09/14/17	P0005235	1,600.00		1,600.00
								1,600.00		1,600.00
0067091	09/15/17	Recon	0001381	Home Depot/GECF	V0092556 V0092557		B0002232 B0002238	1,000.00 9.10		1,000.00 9.10
								1,009.10		1,009.10

Check Number		Status	Vendor ID	Payee Name	Voucher ID	Date	Number	Voucher Amount	Amount	Check Amount
0067092	09/15/17			IL Dept of Innovation &				943.82		943.82
								943.82		943.82
0067093	09/15/17	Recon	0001647	Iron Mountain	V0092446	09/12/17	B0002168	473.10		473.10
								473.10		473.10
0067094	09/15/17	Recon	0001030	JC Licht, LLC	V0092412	09/11/17	в0002157	43.37		43.37
								43.37		43.37
0067095	09/15/17	Recon	0001775	Jostens		, - ,	B0002170	4.00 25.40		4.00
					V0092357	09/07/17	B0002170	25.40		25.40
								29.40		29.40
0067096	09/15/17	Recon	0154108	Kone Inc.	V0092449	09/12/17	B0002216	734.44		734.44
								734.44		734.44
0067097	09/15/17	Recon	0001890	Konica Minolta Bus Solut	V0092439	09/12/17	B0002171	41.74		41.74
										136.54
39							B0002171 B0002171	134.01 0.90		134.01 0.90
								313.19		313.19
0067098	09/15/17	Recon	0002233	Konica Minolta Premier F	V0092525	09/14/17	B0002172	229.52		229.52
								229.52		229.52
0067099	09/15/17	Recon	0002233	Konica Minolta Premier F	V0092355	09/07/17	в0002172	140.00		140.00
								140.00		140.00
0067100	09/15/17	Recon	0002233	Konica Minolta Premier F	V0092433	09/12/17	B0002172	226.90		226.90
								226.90		226.90
0067101	09/15/17	Recon	0184713	Martin Whalen Office Sol	V0092553	09/14/17	P0005226	1,000.00		1,000.00
								1,000.00		1,000.00
0067102	09/15/17	Recon	0088242	Mr. Willie D. Merrill	V0092454	09/12/17	B0002214	476.01		476.01
								476.01		476.01
0067103	09/15/17	Recon	0002680	Midwest HRS LLC	V0092457	09/12/17	B0002200	360.00		360.00
								360.00		360.00

16:28 Period 09/01/2017 - 09/30/2017

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

26 Oct 2017

02 11000 ar	01									
Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067104	09/15/17	Recon	0002877	Nyhan & Friends Limited	V0092517	09/14/17	B0002180			2,250.00
								2,250.00		2,250.00
0067105	09/15/17	Recon	0001122	Office Depot	V0092419 V0092527 V0092528 V0092529 V0092530 V0092531 V0092532	09/11/17 09/14/17 09/14/17 09/14/17 09/14/17 09/14/17	B0002224 B0002224 B0002205 B0002205 B0002205 B0002165 B0002183 B0002184 B0002183	26.07 84.02 16.77 13.82 31.28 68.80 45.98 62.98 74.54		26.07 84.02 16.77 13.82 31.28 68.80 45.98 62.98 74.54
								424.26		424.26
0067106	09/15/17	Recon	0171281	Oriental Trading Company	V0092447 V0092448	09/12/17 09/12/17	B0002235 B0002235	61.88 72.76		61.88 72.76
								134.64		134.64
0067107	09/15/17	Recon	0189902	Ovid Technologies, Inc.	V0092350	09/07/17	P0005218	7,761.00		7,761.00
40								7,761.00		7,761.00
0067108	09/15/17	Recon	0001128	Pasco Scientific	V0092405	09/11/17	P0005245	284.00		284.00
								284.00		284.00
0067109	09/15/17	Recon	0001355	Pearson Higher Education	V0092542	09/14/17	P0005192	653.98		653.98
								653.98		653.98
0067110	09/15/17	Recon	0001141	Sam's Club	V0092414 V0092415 V0092416	09/11/17 09/11/17 09/11/17	B0002208 B0002222 B0002222	46.52 139.86 48.40		46.52 139.86 48.40
								234.78		234.78
0067111	09/15/17	Recon	0001142	Santo Sport Store			B0002239 B0002239	238.00 6.00		238.00 6.00
								244.00		244.00
0067112	09/15/17	Recon	0001143	Sargent Welch	V0092408 V0092409		P0005219 P0005232	367.26 403.83		367.26 403.83
								771.09		771.09

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number		Cash Disc Amount	Check Amount
0067113	09/15/17	Recon	0001156	Smithereen Exterminating	V0092526	09/14/17	B0002159	165.00		165.00
								165.00		165.00
0067114	09/15/17	Recon	0157227	Staples Advantage	V0092537		B0002201 B0002229	83.80 122.05 17.99		83.80 122.05 17.99
					VUU92538	09/14/17	B0002229			
0065445	00/45/45	_				00/44/45		223.84		223.84
0067115	09/15/17	Recon	0001880	SWC Technology Partners	V0092514	09/14/17	B0002206 B0002206	19,100.00		19,100.00 600.00
					V0092516	09/14/17	P0005236	600.00		17,100.00
								36,800.00		36,800.00
0067116	09/15/17	Recon	0001174	Veritiv Operating Compan	V0092436	09/12/17	B0002166	1,194.00		1,194.00
					V0092541	09/14/17	B0002166	176.70		176.70
								1,370.70		1,370.70
0067117	09/15/17	Recon	0165466	VWR International				94.71		94.71
					V0092548 V0092552		P0005277 P0005277	47.36 189.43		47.36 189.43
41								331.50		331.50
0067118	09/15/17	Recon	0166312	Wells Fargo Equiptment F	V0092417	09/11/17	B0002193	1,805.00		1,805.00
								1,805.00		1,805.00
0067119	09/15/17	Recon	0001406	Wex Bank	V0092452	09/12/17	B0002161	443.38		443.38
								443.38		443.38
0067120	09/15/17	Recon	0002355	ACEN	V0092467	09/12/17		2,875.00		2,875.00
								2,875.00		2,875.00
0067121	09/15/17	Recon	0003275	Frank J. Aguilar	V0092478	09/13/17		288.00		288.00
								288.00		288.00
0067122	09/15/17	Recon	0181148	Justin Amolsch	V0090794	09/01/17		500.00		500.00
								500.00		500.00
0067123	09/15/17	Recon	0001953	AT&T Mobility	V0092489 V0092490	09/13/17 09/13/17		176.44 176.44		176.44 176.44
								352.88		352.88

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

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067124	09/15/17	Outst	0007773	Ms Susan L. Banks	V0092477	09/13/17		288.00		288.00
								288.00		288.00
0067125	09/15/17	Recon	0190361	Alicia Biewer	V0092399 V0092400	09/01/17 09/11/17 09/11/17 09/11/17		750.00 798.57 494.62 430.68		750.00 798.57 494.62 430.68
								2,473.87		2,473.87
0067126	09/15/17	Recon	0001571	Books of Discovery	V0092421	09/11/17		279.40		279.40
								279.40		279.40
0067127	09/15/17	Recon	0177121	Brookfield Zoo	V0090413	08/24/17		2,158.77		2,158.77
								2,158.77		2,158.77
0067128	09/15/17	Recon	0001075	Cengage Learning	V0092465 V0092466			492.05 410.59		492.05 410.59
42								902.64		902.64
0067129	09/15/17	Recon	0001107	Centerpoint Energy Srvcs	V0092488	09/13/17		2,350.82		2,350.82
								2,350.82		2,350.82
0067130	09/15/17	Recon	0169670	Chicago Office Products,	V0092420	09/11/17		253.76		253.76
								253.76		253.76
0067131	09/15/17	Outst	0171191	Ms Janet Contant	V0092368	09/08/17		60.00		60.00
								60.00		60.00
0067132	09/15/17	Recon	0184637	Jessica L. Contant	V0092367	09/08/17		60.00		60.00
								60.00		60.00
0067133	09/15/17	Recon	0001022	The Douglas Stewart Comp	V0092451 V0092455			108.60 45.36		108.60 45.36
								153.96		153.96
0067134	09/15/17	Recon	0184717	El Meson Express	V0090855	09/06/17		1,650.00		1,650.00
								1,650.00		1,650.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067135	09/15/17	Recon	0001536	Elsevier		09/11/17 09/12/17		963.94 3,040.00		963.94 3,040.00
							_	4,003.94		4,003.94
0067136	09/15/17	Recon	0000762	Mr. George F. Fejt	V0092369	09/08/17		30.00		30.00
							-	30.00		30.00
0067137	09/15/17	Recon	0001791	Filter Services Inc	V0092384	09/08/17		91.00		91.00
							=	91.00		91.00
0067138	09/15/17	Recon	0001180	First Student Inc	V0092388	09/11/17		1,069.50		1,069.50
							_	1,069.50		1,069.50
0067139	09/15/17	Void	0002222	Glacial Energy						
0067140	09/15/17	Recon	0170244	Jonathan S. Gomez	V0090856	09/06/17		300.00		300.00
							=	300.00		300.00
0967141	09/15/17	Recon	0001001	Got Laundry Chicago?, In	V0092339	09/07/17		1,619.00		1,619.00
ယ်							-	1,619.00		1,619.00
0067142	09/15/17	Recon	0001047	Grainger Inc.	V0092463	09/12/17		185.50		185.50
							_	185.50		185.50
0067143	09/15/17	Recon	0001666	Herbkoe Fun Foods	V0092424	09/12/17		738.00		738.00
							=	738.00		738.00
0067144	09/15/17	Recon	0067860	Dayanara Hurn	V0090742	09/01/17		263.15		263.15
							_	263.15		263.15
0067145	09/15/17	Outst	0007765	ICCCSSO	V0092401	09/11/17		50.00		50.00
							-	50.00		50.00
0067146	09/15/17	Recon	0190648	The Image Store	V0092338	09/06/17		1,800.00		1,800.00
							_	1,800.00		1,800.00
0067147	09/15/17	Recon	0001273	Lawson Products Inc	V0092393	09/11/17		388.60		388.60
							_	388.60		388.60

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

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067148	09/15/17	Recon	0001086	Martin Implement Sales I		09/13/17 09/13/17		523.60 999.06		523.60 999.06
								1,522.66		1,522.66
0067149	09/15/17	Recon	0001093	MIDCO Inc	V0092380	09/08/17		95.00		95.00
								95.00		95.00
0067150	09/15/17	Recon	0001640	Netwolves Network Servic	V0092389	09/11/17		3.73		3.73
								3.73		3.73
0067151	09/15/17	Recon	0002406	Paisans Pizza	V0092482	09/13/17		176.00		176.00
								176.00		176.00
0067152	09/15/17	Outst	0002789	Richard A. Pauly	V0092364	09/08/17		110.00		110.00
								110.00		110.00
0067153	09/15/17	Recon	0001355	Pearson Higher Education		09/12/17 09/12/17		178.80 295.00		178.80 295.00
44						09/12/17		611.93		611.93
4								1,085.73		1,085.73
0067154	09/15/17	Recon	0095703	Scott T. Pietruszka	V0090862	09/06/17		250.00		250.00
								250.00		250.00
0067155	09/15/17	Outst	0007777	Frances F. Reitz	V0092475	09/13/17		224.00		224.00
								224.00		224.00
0067156	09/15/17	Void	0184370	Res Publica Group						
0067157	09/15/17	Recon	0181815	Britta Schlicht	V0090792	09/01/17		750.00		750.00
								750.00		750.00
0067158	09/15/17	Recon	0171202	SDC Publications	V0092427	09/12/17		332.00		332.00
								332.00		332.00
0067159	09/15/17	Recon	0001967	Shaw Media	V0092370	09/08/17		649.00		649.00
								649.00		649.00
0067160	09/15/17	Outst	0134848	Mr. Raymond Smith	V0092366	09/08/17		30.00		30.00

26 Oct 2017 ACCOUNTS PAYABLE CHECK REGISTER Page 23 16:28 Period 09/01/2017 - 09/30/2017

OI ACCOU	iic No. or	0000 00	3000 1100	300000						
Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								30.00		30.00
0067161	09/15/17	Recon	0002889	Suburban Door Check & Lo		09/11/17 09/11/17		185.00 440.00		185.00 440.00
								625.00		625.00
0067162	09/15/17	Recon	0001175	UPS	V0092373	09/08/17		113.17		113.17
								113.17		113.17
0067163	09/15/17	Recon	0001606	Valpar International Cor	V0092402	09/11/17		995.00		995.00
								995.00		995.00
0067164	09/15/17	Recon	0190284	Juan Vega	V0090788 V0092425	09/01/17 09/12/17		380.00 420.00		380.00 420.00
								800.00		800.00
0067165	09/15/17	Outst	0171490	Mr. Pawel Wydra	V0092361	09/08/17		160.00		160.00
								160.00		160.00
० इत े ७१६६	09/15/17	Recon	0002900	Marwan Zein	V0092363	09/08/17		120.00		120.00
								120.00		120.00
0067167	09/15/17	Recon	0171618	Mr. Lukasz Zielinski	V0092362	09/08/17		120.00		120.00
								120.00		120.00
0067180	09/22/17	Recon	0160763	Illinois Education Assoc	V0086923	03/31/17		326.90		326.90
								326.90		326.90
0067181	09/22/17	Recon	0160763	Illinois Education Assoc	V0087237	04/13/17		259.79		259.79
								259.79		259.79
0067182	09/22/17	Recon	0160763	Illinois Education Assoc	V0087533	04/28/17		199.41		199.41
								199.41		199.41
0067183	09/22/17	Recon	0160763	Illinois Education Assoc	V0087887	05/15/17		197.70		197.70
								197.70		197.70
0067184	09/22/17	Recon	0160763	Illinois Education Assoc	V0088202	05/31/17		78.84		78.84
								78.84		78.84

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

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067185	09/22/17	Recon	0160763	Illinois Education Assoc	V0088595	06/15/17		77.09		77.09
								77.09		77.09
0067186	09/22/17	Recon	0000982	ACCT	V0092627	09/18/17		4,311.00		4,311.00
								4,311.00		4,311.00
0067187	09/22/17	Outst	0178238	Agera Energy	V0092617	09/18/17		34,480.88		34,480.88
								34,480.88		34,480.88
0067188	09/22/17	Recon	0001283	Allied Benefit Systems I	V0092595	09/15/17		385.02		385.02
								385.02		385.02
0067189	09/22/17	Recon	0181148	Justin Amolsch	V0090795	09/01/17		500.00		500.00
								500.00		500.00
	09/22/17	Outst	0001490	Arc One Electric	V0092643	09/18/17 09/19/17 09/19/17		637.30 3,351.72 3,537.91		637.30 3,351.72 3,537.91
46					V00J2044	00/10/17				
								7,526.93		7,526.93
0067191	09/22/17	Recon	0190361	Alicia Biewer	V0092622 V0092623	09/18/17		214.61 1,021.66		214.61 1,021.66
								1,236.27		1,236.27
0067192	09/22/17	Recon	0002422	Boulder Developers Inc	V0092641	09/18/17 09/19/17 09/19/17		1,635.00 16,275.00 17,135.00		1,635.00 16,275.00 17,135.00
								35,045.00		35,045.00
0067193	09/22/17	Recon	0166207	BSA	V0092618	09/18/17		2,082.72		2,082.72
								2,082.72		2,082.72
0067194	09/22/17	Recon	0166193	Ethan Buege	V0092710	09/20/17		160.00		160.00
								160.00		160.00
0067195	09/22/17	Recon	0155587	CAFDN	V0092596	09/15/17		150.00		150.00
								150.00		150.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067196	09/22/17	Recon	0166674	CALLONE	V0092629	09/19/17		2,777.75		2,777.75
								2,777.75		2,777.75
0067197	09/22/17	Recon	0000998	Carolina Biological Supp	V0092640	09/19/17		390.76		390.76
								390.76		390.76
0067198	09/22/17	Recon	0001075	Cengage Learning	V0092639	09/19/17 09/19/17		810.65 285.38		810.65 285.38
						09/19/17 09/19/17		341.29 314.15		341.29 314.15
								1,751.47		1,751.47
0067199	09/22/17	Recon	0001107	Centerpoint Energy Srvcs	V0092632	09/19/17		1,821.74		1,821.74
								1,821.74		1,821.74
0067200	09/22/17	Recon	0001195	Cintas Corporation	V0092732	09/20/17		996.53		996.53
								996.53		996.53
	09/22/17	Outst	0001013	ComEd	V0092633	09/19/17		16,117.03		16,117.03
7								16,117.03		16,117.03
0067202	09/22/17	Outst	0171191	Ms Janet Contant	V0092611	09/18/17		120.00		120.00
								120.00		120.00
0067203	09/22/17	Outst	0184637	Jessica L. Contant	V0092612	09/18/17		120.00		120.00
								120.00		120.00
0067204	09/22/17	Recon	0000783	Mr. Agustin Coronado	V0090432	08/25/17		160.00		160.00
								160.00		160.00
0067205	09/22/17	Outst	0000783	Mr. Agustin Coronado	V0090433	08/25/17		160.00		160.00
								160.00		160.00
0067206	09/22/17	Outst	0171375	Deans & Dir.Of Icc Nursi	V0092636	09/19/17		30.00		30.00
								30.00		30.00
0067207	09/22/17	Recon	0001895	Delta Dental of Illinois	V0092594	09/15/17		9,136.35		9,136.35
								9,136.35		9,136.35

	Bank Code	: 01	General	Checking
GL	Account No	: 01	-0000-000	000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067208	09/22/17	Recon	0001576	Di Carr Printing Co.				978.56		978.56
								978.56		978.56
0067209	09/22/17	Recon	0001536	Elsevier	V0092652	09/19/17 09/19/17 09/19/17		624.48 179.52 652.48		624.48 179.52 652.48
								1,456.48		1,456.48
0067210	09/22/17	Recon	0165618	Evoqua Water Technologie	V0092678	09/19/17		935.60		935.60
								935.60		935.60
0067211	09/22/17	Recon	0001791	Filter Services Inc	V0092383	09/08/17		2,746.00		2,746.00
								2,746.00		2,746.00
0067212	09/22/17	Recon	0157592	First Communications	V0092634	09/19/17		878.96		878.96
								878.96		878.96
	09/22/17	Recon	0001180	First Student Inc	V0092731	09/20/17		341.00		341.00
48								341.00		341.00
0067214	09/22/17	Outst	0000931	Mr. Juan M. Franco	V0090194	08/15/17		300.00		300.00
								300.00		300.00
0067215	09/22/17	Recon	0000931	Mr. Juan M. Franco	V0090195	08/15/17		300.00		300.00
								300.00		300.00
0067216	09/22/17	Recon	0000931	Mr. Juan M. Franco	V0090196	08/15/17		300.00		300.00
								300.00		300.00
0067217	09/22/17	Recon	0000931	Mr. Juan M. Franco	V0090441	08/25/17		200.00		200.00
								200.00		200.00
0067218	09/22/17	Recon	0002786	Adolfo Garcia	V0092609	09/18/17		440.00		440.00
								440.00		440.00
0067219	09/22/17	Outst	0190827	George Ghawi	V0092605	09/16/17		160.00		160.00
								160.00		160.00

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067220	09/22/17	Recon	0001423	Great Books Foundation	V0092680	09/19/17		146.45		146.45
								146.45		146.45
0067221	09/22/17	Recon	0102789	Mr. Eric C. Habercoss	V0092616	09/18/17		1,000.00		1,000.00
								1,000.00		1,000.00
0067222	09/22/17	Recon	0160662	Victor M. Herrera	V0092601	09/16/17		160.00		160.00
								160.00		160.00
0067223	09/22/17	Recon	0190854	Oscar Horteales	V0092712	09/20/17		120.00		120.00
								120.00		120.00
0067224	09/22/17	Recon	0190828	Sam Hwang	V0092606	09/16/17		120.00		120.00
								120.00		120.00
0067225	09/22/17	Outst	0166259	Indiana University	V0092561	09/14/17		1,745.00		1,745.00
								1,745.00		1,745.00
0 26 7226	09/22/17	Recon	0001104	INDICO	V0092646 V0092647 V0092653 V0092654 V0092675	09/19/17 09/19/17 09/19/17		107.88 163.80 58.31 221.00 29.15		107.88 163.80 58.31 221.00 29.15
0067007	00/00/15	0	0001251	mb - T d - l	************	00/10/15		580.14		580.14
0067227	09/22/17	Outst	0001351	The Lawndale Newspaper	V0092468	09/12/17		450.00		450.00
0060000	00/00/15		0100000	- 1 71/0		00/04/15		450.00		450.00
0067228	09/22/17	Outst	0182870	Loyola EMS	V0090412	08/24/17		300.00		300.00
0065000	00/00/45	_				00/44/45		300.00		300.00
0067229	09/22/17	Recon	0001673	M.L. Plumbing LLC.	V0092391	09/11/17		2,767.40		2,767.40
								2,767.40		2,767.40
0067230	09/22/17	Recon	0000826	Mr. Thomas C. Malesky	V0090179	08/15/17		150.00		150.00
								150.00		150.00
0067231	09/22/17	Recon	0000826	Mr. Thomas C. Malesky	V0090180	08/15/17		150.00		150.00
								150.00		150.00

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

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067232	09/22/17	Recon	0000826	Mr. Thomas C. Malesky	V0090181	08/15/17		375.00		375.00
								375.00		375.00
0067233	09/22/17	Outst	0000826	Mr. Thomas C. Malesky	V0090182	08/15/17		150.00		150.00
								150.00		150.00
0067234	09/22/17	Outst	0000826	Mr. Thomas C. Malesky	V0090183	08/15/17		150.00		150.00
								150.00		150.00
0067235	09/22/17	Outst	0000826	Mr. Thomas C. Malesky	V0090191	08/15/17		1,500.00		1,500.00
								1,500.00		1,500.00
0067236	09/22/17	Recon	0190853	John M. Martelin	V0092711	09/20/17		120.00		120.00
								120.00		120.00
0067237	09/22/17	Recon	0003320	Matco Tools	V0092660	09/19/17		1,344.96		1,344.96
Οī								1,344.96		1,344.96
0067238	09/22/17	Recon	0001087	Matthews Medical Books	V0092649	09/19/17		223.94		223.94
								223.94		223.94
0067239	09/22/17	Recon	0001763	Mecor, Inc.	V0092717 V0092718			683.66 300.00		683.66 300.00
								983.66		983.66
0067240	09/22/17	Recon	0001093	MIDCO Inc	V0092597	09/15/17		225.00		225.00
								225.00		225.00
0067241	09/22/17	Outst	0187216	Mr. Neil Moss	V0092714	09/20/17		90.00		90.00
								90.00		90.00
0067242	09/22/17	Recon	0001357	MPS	V0092648	09/19/17		48.57		48.57
								48.57		48.57
0067243	09/22/17	Recon	0001100	Murphy & Miller Inc	V0092620	09/18/17		256.50		256.50
								256.50		256.50

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067244	09/22/17	Recon	0001111	Nebraska Book Co	V0092684	09/19/17		13.13		13.13
								13.13		13.13
0067245	09/22/17	Void	0184841	New Vision HR, Consultin						
0067246	09/22/17	Recon	0111554	Mrs. Samantha Nieves	V0092621	09/18/17		149.81		149.81
								149.81		149.81
0067247	09/22/17	Recon	0190836	Mary C. Norge-Drent	V0092610	09/18/17		120.00		120.00
								120.00		120.00
0067248	09/22/17	Recon	0156097	Official Payments Corpor	V0092716	09/20/17		8,339.37		8,339.37
								8,339.37		8,339.37
0067249	09/22/17	Outst	0162488	Oriental Trading Company	V0092358	09/07/17		106.48		106.48
								106.48		106.48
	09/22/17	Outst	0178246	Jose R. Ortiz	V0092708	09/20/17		120.00		120.00
51								120.00		120.00
0067251	09/22/17	Outst	0002406	Paisans Pizza	V0090387	08/23/17 09/12/17		80.75 880.50		80.75 880.50
						09/13/17		82.45		82.45
								1,043.70		1,043.70
0067252	09/22/17	Outst	0002789	Richard A. Pauly	V0092599	09/16/17		110.00		110.00
								110.00		110.00
0067253	09/22/17	Recon	0001355	Pearson Higher Education				1,297.80		1,297.80
						09/19/17 09/19/17		1,968.75 556.20		1,968.75 556.20
						09/19/17		2,803.00		2,803.00
						, ,				6,625.75
0067254	09/22/17	Outst	0177800	Michael Przybylski	V0092607	09/16/17		120.00		120.00
								120.00		120.00
0067255	09/22/17	Outst	0183893	REACH	V0092476	09/13/17		3,900.00		3,900.00
								3,900.00		3,900.00

26 Oct 2017 16:28

GE MCCOU	110 110 - 01	0000 0	0000 110							
Check Number		Check Status		Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067256	09/22/17	Recon	0190852	Darren M. Reese	V0092713	09/20/17		330.00		330.00
								330.00		330.00
0067257	09/22/17	Recon	0001809	Refrigeration Systems of	V0092604	09/16/17		376.80		376.80
								376.80		376.80
0067258	09/22/17	Recon	0187659	Refurble	V0092659	09/19/17		815.00		815.00
								815.00		815.00
0067259	09/22/17	Outst	0002411	Republic Services #710	V0092461	09/12/17		3,020.79		3,020.79
								3,020.79		3,020.79
0067260	09/22/17	Recon	0184370	Res Publica Group	V0092396 V0092397	09/11/17 09/11/17		4,000.00 4,000.00		4,000.00
								8,000.00		8,000.00
0067261	09/22/17	Outst	0001831	Ritz and Associates Inc	V0092481	09/13/17		1,170.00		1,170.00
Ωī								1,170.00		1,170.00
N 0067262	09/22/17	Recon	0177818	Carlos M. Rodriguez	V0092602	09/16/17		120.00		120.00
								120.00		120.00
0067263	09/22/17	Outst	0166215	Adrian Rosu	V0092603	09/16/17		120.00		120.00
								120.00		120.00
0067264	09/22/17	Outst	0001142	Santo Sport Store	V0092507	09/14/17		815.00		815.00
								815.00		815.00
0067265	09/22/17	Outst	0001495	Sars Software Products I	V0092423	09/12/17		2,088.05		2,088.05
								2,088.05		2,088.05
0067266	09/22/17	Outst	0000731	Dr. Kymberly L. Seo	V0092635	09/19/17		11.97		11.97
								11.97		11.97
0067267	09/22/17	Outst	0183752	Maria Y. Serrano	V0092715	09/20/17		6.00		6.00
								6.00		6.00
0067268	09/22/17	Recon	0165930	SimplexGrinnell	V0092733	09/20/17		84.28		84.28

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								84.28		84.28
0067269	09/22/17	Outst	0134848	Mr. Raymond Smith	V0092600	09/16/17		30.00		30.00
							-	30.00		30.00
0067270	09/22/17	Recon	0002889	Suburban Door Check & Lo	V0092598	09/15/17		208.00		208.00
								208.00		208.00
0067271	09/22/17	Recon	0153795	Maciej Telus	V0092707	09/20/17		160.00		160.00
							_	160.00		160.00
0067272	09/22/17	Recon	0167490	Tripoli Painting	V0092688	09/20/17		765.00		765.00
							_	765.00		765.00
0067273	09/22/17	Recon	0001172	Triton College	V0090525	08/29/17		2,182.44		2,182.44
							_	2,182.44		2,182.44
	09/22/17	Recon	0001175	UPS	V0092508	09/14/17		84.88		84.88
53								84.88		84.88
0067275	09/22/17	Recon	0002818	Eulogio Villalpando	V0092709	09/20/17		120.00		120.00
								120.00		120.00
0067276	09/22/17	Recon	0001824	Waukegan Roofing Co., In	V0092619	09/18/17		1,325.00		1,325.00
								1,325.00		1,325.00
0067277	09/22/17	Outst	0177840	Wave Media LLC	V0092655	09/19/17	_	310.00		310.00
								310.00		310.00
0067278	09/22/17	Outst	0002767	West Central Municipal C	V0092628	09/18/17	_	1,650.00		1,650.00
								1,650.00		1,650.00
0067339	09/29/17	Outst	0190856	Robert Alonzo	V0092836	09/25/17	_	550.00		550.00
								550.00		550.00
0067340	09/29/17	Outst	0171175	Alvin & Co. Inc.	V0092846	09/25/17	_	89.11		89.11
							_	89.11		89.11

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067341	09/29/17	Outst	0181148	Justin Amolsch				500.00		500.00
								500.00		500.00
0067342	09/29/17	Outst	0001490	Arc One Electric	V0092848	09/25/17 09/25/17 09/25/17		912.52 896.00 672.00		912.52 896.00 672.00
								2,480.52		2,480.52
0067343	09/29/17	Outst	0190649	Blake Barnickel	V0090864	09/06/17		50.00		50.00
								50.00		50.00
0067344	09/29/17	Outst	0190361	Alicia Biewer	V0090798	09/01/17		750.00		750.00
								750.00		750.00
0067345	09/29/17	Outst	0000845	Ms. Judy Bluemer	V0092895	09/26/17		58.52		58.52
								58.52		58.52
	09/29/17	Outst	0002422	Boulder Developers Inc	V0092845	09/25/17		2,989.00		2,989.00
54								2,989.00		2,989.00
0067347	09/29/17	Outst	0188052	Stephanie Boyd	V0090865	09/06/17		50.00		50.00
								50.00		50.00
0067348	09/29/17	Outst	0153070	BVT Publishing	V0092843	09/25/17		489.85		489.85
								489.85		489.85
0067349	09/29/17	Outst	0190650	Madison Carson	V0092386	09/10/17		50.00		50.00
								50.00		50.00
0067350	09/29/17	Outst	0001075	Cengage Learning		09/22/17 09/25/17		814.22 465.81		814.22 465.81
								1,280.03		1,280.03
0067351	09/29/17	Outst	0169435	Andrea G. Chavarria	V0092805	09/25/17		500.00		500.00
								500.00		500.00
0067352	09/29/17	Outst	0177720	Chicago Scrubs		09/19/17 09/22/17		1,649.69 1,261.95		1,649.69 1,261.95
								2,911.64		2,911.64

GL ACCOU	IIC NO. UI-	-0000-0	0000-1100	00000							
Check Number		Check Status		Payee	Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067353	09/29/17	Outst	0001195	Cintas	s Corporation	V0092757	09/21/17		108.76		108.76
								-	108.76		108.76
0067354	09/29/17	Outst	0001195	Cintas	S Corporation	V0092756	09/21/17		181.90		181.90
								•	181.90		181.90
0067355	09/29/17	Outst	0162406	Mrs. I	Trina V. Cline		09/19/17 09/27/17		45.20 112.89		45.20 112.89
								-	158.09		158.09
0067356	09/29/17	Outst	0182245	The Co	ollege Agency, LLC	V0090213	08/15/17		1,750.00		1,750.00
								-	1,750.00		1,750.00
0067357	09/29/17	Outst	0000783	Mr. Ag	gustin Coronado	V0090621	08/30/17		2,298.62		2,298.62
									2,298.62		2,298.62
	09/29/17	Outst	0190651	Michae	el R. Costanzo	V0090866	09/06/17		50.00		50.00
55								•	50.00		50.00
0067359	09/29/17	Outst	0190652	Robert	P. Cuevas	V0090867	09/06/17		50.00		50.00
									50.00		50.00
0067360	09/29/17	Outst	0001711	Demoni	ca Kemper Architec	V0092631	09/19/17		11,051.75		11,051.75
									11,051.75		11,051.75
0067361	09/29/17	Outst	0003233	Ms. Ma	ary A. DeRose	V0092991	09/27/17		1,425.00		1,425.00
									1,425.00		1,425.00
0067362	09/29/17	Outst	0190653	Lauren	n Fivek	V0090868	09/06/17		50.00		50.00
									50.00		50.00
0067363	09/29/17	Outst	0000931	Mr. Ju	uan M. Franco		08/30/17 08/30/17		2,745.29 2,745.29		2,745.29 2,745.29
								•	5,490.58		5,490.58
0067364	09/29/17	Outst	0177317	Corey	E. Gallai	V0092838	09/25/17		550.00		550.00
								-	550.00		550.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067365	09/29/17	Outst	0190654	Brooke Greenberg	V0092385	09/10/17		50.00		50.00
								50.00		50.00
0067366	09/29/17	Outst	0176971	Nick Gutierrez	V0092840	09/25/17		50.00		50.00
								50.00		50.00
0067367	09/29/17	Outst	0001626	Healthcare Service Corpo	V0092797	09/25/17		157,748.91		157,748.91
								157,748.91		157,748.91
0067368	09/29/17	Outst	0181812	Joshua Heinlein	V0090869	09/06/17		50.00		50.00
								50.00		50.00
0067369	09/29/17	Outst	0001666	Herbkoe Fun Foods	V0092613	09/18/17		738.00		738.00
								738.00		738.00
0067370	09/29/17	Outst	0067860	Dayanara Hurn	V0090743	09/01/17		263.15		263.15
								263.15		263.15
0 65 7371	09/29/17	Outst	0190886	IASA	V0092834	09/25/17		2,011.00		2,011.00
								2,011.00		2,011.00
0067372	09/29/17	Outst	0001061	ICCTA		09/21/17 09/21/17		200.00 2,750.00		200.00 2,750.00
								2,950.00		2,950.00
0067373	09/29/17	Outst	0001104	INDICO		09/25/17 09/25/17		79.84 360.00		79.84 360.00
								439.84		439.84
0067374	09/29/17	Outst	0187758	Rachel E. Johnson	V0090870	09/06/17		50.00		50.00
								50.00		50.00
0067375	09/29/17	Outst	0190655	Courtney Kasperowicz	V0090871	09/06/17		50.00		50.00
								50.00		50.00
0067376	09/29/17	Outst	0112352	Hector Lopez	V0090637	08/30/17		733.33		733.33
								733.33		733.33

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067377	09/29/17	Outst	0000826	Mr. Thomas C. Malesky	V0090617	08/30/17		2,543.76		2,543.76
								2,543.76		2,543.76
0067378	09/29/17	Outst	0001087	Matthews Medical Books	V0092650	09/19/17		608.17		608.17
								608.17		608.17
0067379	09/29/17	Outst	0101049	Lisa McQueen	V0092831	09/25/17		850.00		850.00
								850.00		850.00
0067380	09/29/17	Outst	0001093	MIDCO Inc	V0092842	09/25/17		75.00		75.00
								75.00		75.00
0067381	09/29/17	Outst	0153181	Jesus J. Montero	V0092817	09/25/17		150.00		150.00
								150.00		150.00
0067382	09/29/17	Outst	0166258	Mountain Measurement, In	V0092734	09/20/17		425.00		425.00
45								425.00		425.00
0947383	09/29/17	Outst	0000815	Mr. Michael R. Nedza	V0092814 V0092815	09/25/17 09/25/17		567.91 605.37		567.91 605.37
								1,173.28		1,173.28
0067384	09/29/17	Outst	0001118	NILRC	V0092888 V0092889 V0092890	09/26/17 09/26/17 09/26/17 09/26/17 09/26/17		4,053.50 1,999.54 1,225.35 900.00 1,743.00		4,053.50 1,999.54 1,225.35 900.00 1,743.00
								9,921.39		9,921.39
0067385	09/29/17	Outst	0002406	Paisans Pizza	V0092796	08/24/17 09/25/17 09/25/17		109.75 309.25 90.00 509.00		109.75 309.25 90.00 509.00
0067386	09/29/17	Outst	0001355	Pearson Higher Education	V0092790 V0092792	09/22/17 09/22/17 09/25/17		666.00 2,358.75 504.70 72.10 262.80		666.00 2,358.75 504.70 72.10 262.80

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067387	09/29/17	Outst	0177526	Mr. Tommy L. Pierce	V0092923	09/27/17		235.52		235.52
							_	235.52		235.52
0067388	09/29/17	Outst	0095703	Scott T. Pietruszka	V0090863	09/06/17		250.00		250.00
								250.00		250.00
0067389	09/29/17	Outst	0190656	Zoe Pike	V0090872	09/06/17	_	50.00		50.00
								50.00		50.00
0067390	09/29/17	Outst	0002805	Pitney Bowes Inc	V0092706	09/20/17	_	295.98		295.98
								295.98		295.98
0067391	09/29/17	Outst	0190657	Krista Porchetta	V0090873	09/06/17	_	50.00		50.00
								50.00		50.00
0067392	09/29/17	Outst	0152914	Prairie Promotions	V0092765	09/22/17	_	490.49		490.49
								490.49		490.49
0 % 7393	09/29/17	Outst	0001621	ProLiteracy Membership P	V0092988	09/27/17	_	228.98		228.98
								228.98		228.98
0067394	09/29/17	Outst	0156449	Dr. Mary L. Raymond	V0092810	09/25/17	_	13.39		13.39
								13.39		13.39
0067395	09/29/17	Outst	0002202	Lara Regan	V0092839	09/25/17	_	550.00		550.00
								550.00		550.00
0067396	09/29/17	Outst	0001909	Reliance Standard Life I	V0092778	09/22/17	_	7,019.31		7,019.31
								7,019.31		7,019.31
0067397	09/29/17	Outst	0171184	Ana K. Rodriguez	V0088644	06/19/17	_	500.00		500.00
								500.00		500.00
0067398	09/29/17	Outst	0002850	Josafat J. Roman	V0090640	08/30/17	_	960.80		960.80
								960.80		960.80
0067399	09/29/17	Outst	0190857	Cesar A. Romero	V0092833	09/25/17	_	600.00		600.00
								600.00		600.00

26 Oct 2017 ACCOUNTS PAYABLE CHECK REGISTER
16:28 Period 09/01/2017 - 09/30/2017

Page 37

	Bank C	ode:	01	Gen	eral	Checking
GL	Account	No:	01-	-000	0-00	000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067400	09/29/17	Outst	0181815	Britta Schlicht	V0090797	09/01/17		750.00		750.00
							_	750.00		750.00
0067401	09/29/17	Outst	0180853	Steven P. Schuster	V0092837	09/25/17		550.00		550.00
								550.00		550.00
0067402	09/29/17	Outst	0002709	Mr. Derek C. Shouba		09/25/17		225.00		225.00
						09/25/17 09/25/17		320.20 534.00		320.20 534.00
					V0092012	03/23/17	-	1,079.20		1,079.20
0067403	09/29/17	Outst	0188021	Richard Sladek	V0092821	09/25/17		1,250.00		1,250.00
							-	1,250.00		1,250.00
0067404	09/29/17	Outst	0000789	Ms Maria J. Smith	V0092803	09/25/17	_	500.00		500.00
								500.00		500.00
0067405	09/29/17	Outst	0001156	Smithereen Exterminating	V0092898	09/26/17		150.00		150.00
9								150.00		150.00
0067406	09/29/17	Outst	0001157	Snap-On Industrial	V0092785	09/22/17	_	43.47		43.47
								43.47		43.47
0067407	09/29/17	Outst	0001281	Sundberg America Llc	V0089822	07/26/17	_	43.74		43.74
								43.74		43.74
0067408	09/29/17	Outst	0188903	Tera Grand Corp	V0092786	09/22/17		258.55		258.55
					V0092793	09/25/17		286.53		286.53
							_	545.08		545.08
0067409	09/29/17	Outst	0190658	Larry D. Trice, II	V0090874	09/06/17	_	50.00		50.00
								50.00		50.00
0067410	09/29/17	Outst	0002095	Trugreen	V0092844	09/25/17	_	1,400.00		1,400.00
								1,400.00		1,400.00
0067411	09/29/17	Outst	0101054	University of Toronto Pr	V0092897	09/26/17	_	295.00		295.00
								295.00		295.00

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067412	09/29/17	Outst	0001390	Unum Life Ins Co of Amer	V0092862	09/25/17		383.80		383.80
								383.80		383.80
0067413	09/29/17	Outst	0001175	UPS	V0092763	09/21/17		53.31		53.31
								53.31		53.31
0067414	09/29/17	Outst	0190660	Jose Valdes	V0090859	09/06/17		1,500.00		1,500.00
								1,500.00		1,500.00
0067415	09/29/17	Outst	0000886	Mrs. Maria G. Vargas	V0092958	09/27/17		31.24		31.24
							•	31.24		31.24
0067416	09/29/17	Outst	0002385	Vistar Corporation	V0092766	09/22/17		571.84		571.84
							•	571.84		571.84
0067417	09/29/17	Outst	0190659	Melanie M. Vitaterna	V0090876	09/06/17		50.00		50.00
o o								50.00		50.00
0067418	09/29/17	Outst	0001119	W W Norton & Co Inc	V0092789	09/22/17		1,525.00		1,525.00
								1,525.00		1,525.00
0067419	09/29/17	Outst	0173616	Mr. Daniel Wilson	V0090875	09/06/17		50.00		50.00
							•	50.00		50.00
0067420	09/29/17	Outst	0175385	Noah T. Young	V0092863	09/25/17		1,080.00		1,080.00
								1,080.00		1,080.00
0067421	09/29/17	Outst	0187151	Ms Meaghan L. Young-Step	V0092992	09/27/17		405.75		405.75
								405.75		405.75
0067422	09/29/17	Outst	0184032	Brenda Zepeda	V0090634	08/30/17		800.00		800.00
							•	800.00		800.00
0067423	09/29/17	Outst	0190089	30E Solutions	V0092758	09/21/17	в0002202	3,740.00		3,740.00
							•	3,740.00		3,740.00
0067424	09/29/17	Outst	0013221	4IMPRINT	V0093265	09/29/17	P0005304	4,830.54		4,830.54

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Amount	Check Amount
								4,830.54	4,830.54
0067425	09/29/17	Outst	0188188	Amazon Capital Services	V0092750 V0092751 V0092753 V0092825 V0092826	09/21/17 09/21/17 09/21/17 09/25/17 09/25/17	B0002237 B0002237 B0002237 B0002244 B0002242	30.00 32.52 189.12 43.91 239.60	30.00 32.52 189.12 43.91 239.60 58.34
					V0092827 V0092828	09/25/17		70.93 664.42	70.93 664.42
0067426	09/29/17	Outst	0001188	Aramark	V0092976	09/27/17	B0002185		 62.96
								62.96	62.96
0067427	09/29/17	Outst	0000978	Armstrong Medical Indust	V0093108	09/29/17	P0005296	672.65 672.65	 672.65 672.65
0067428	09/29/17	Outst	0000985	Berwyn Ace Hardware			B0002204 B0002204		34.59 45.10
61								79.69	79.69
0067429	09/29/17	Outst	0188909	Big Signs	V0092949	09/27/17	P0005297	1,456.22	 1,456.22
0067430	09/29/17	Outst	0183673	BKD, LLP	V0092967	09/27/17	B0002210	1,456.22 26,500.00	1,456.22 26,500.00
								26,500.00	 26,500.00
0067431	09/29/17	Outst	0001923	CARLI	V0092984	09/27/17	P0005308	39,089.97	 39,089.97
0067420	00/20/17	0	0000000	Carolina Biological Supp	1100007700	00/20/17	D000F207	39,089.97	39,089.97
0067432	09/29/17	Outst	0000998	Carolina Biological Supp	V0092720	09/20/17	P0005287	67.85 67.85	 67.85 67.85
0067433	09/29/17	Outst	0001593	CDW-Government, Inc	V0092738 V0092760 V0092761 V0092816 V0092818 V0092948 V0092954 V0092972	09/21/17 09/21/17 09/21/17 09/25/17 09/25/17 09/27/17 09/27/17	P0005316 P0005331 P0005290 P0005291 P0005310 P0005301 P0005311	2,100.12 980.55 980.55- 590.83 1,141.03 1,017.65 978.69 456.65	 2,100.12 980.55 -980.55 590.83 1,141.03 1,017.65 978.69 456.65

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

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067434	09/29/17	Outst	0158290	Coast to Coast Computer				124.98 56.00		124.98 56.00
								180.98		180.98
0067435	09/29/17	Outst	0001752	Comcast Cable				24.56 6.35		24.56 6.35
								30.91		30.91
0067436	09/29/17	Outst	0001676	Del Galdo Law Group, LLC	V0092974	09/27/17	в0002215	416.00		416.00
								416.00		416.00
0067437	09/29/17	Outst	0000989	Dick Blick	V0092749 V0092896 V0092899 V0092955 V0092956 V0092960	09/21/17 09/26/17 09/26/17 09/27/17 09/27/17	B0002212 B0002217 B0002212 B0002217 B0002217 B0002217	490.94 18.26 10.77 20.99 241.13 22.39		490.94 18.26 10.77 20.99 241.13 22.39
								804.48		804.48
0 % 7438	09/29/17	Outst	0190359	DuBois	V0092944 V0092945	09/27/17 09/27/17	P0005325 P0005280	848.56 848.56		848.56 848.56
								1,697.12		1,697.12
0067439	09/29/17	Outst	0001240	Enterprise Rent-A-Car	V0092819	09/25/17	в0002191	591.05		591.05
								591.05		591.05
0067440	09/29/17	Outst	0001029	Fed Ex				18.70 7.09		18.70 7.09
								25.79		25.79
0067441	09/29/17	Outst	0001034	Flinn Scientific Inc	V0093205	09/29/17	P0005332	607.50		607.50
								607.50		607.50
0067442	09/29/17	Outst	0001068	ILLCO, Inc.	V0092961	09/27/17	B0002158	409.20		409.20
								409.20		409.20
0067443	09/29/17	Outst	0001030	JC Licht, LLC	V0093011	09/28/17	B0002157	58.60		58.60
								58.60		58.60

Bank Code: 01 General Checking

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067444	09/29/17	Outst	0001890	Konica Minolta Bus Solut	V0092702	09/20/17	B0002171	185.27		185.27
					V0092703	09/20/17	B0002171	111.24		111.24 319.92
					VUU92963	09/2//1/	B0002171	319.92		319.92
					V0092908	09/27/17	B0002171	844.50		844.50
					V0092977	09/27/17	B0002171	477.55		477.55
					V0092981	09/27/17	B0002171	9.54		9.54
					V0092983	09/27/17	B0002171	11.16		11.16
								1,960.01		1,960.01
0067445	09/29/17	Outst	0002233	Konica Minolta Premier F	V0092964	09/27/17	в0002172	2,055.01		2,055.01
								2,055.01		2,055.01
0067446	09/29/17	Outst	0002233	Konica Minolta Premier F	V0092966	09/27/17	в0002172	209.02		209.02
								209.02		209.02
0067447	09/29/17	Outst	0002233	Konica Minolta Premier F	V0092970	09/27/17	в0002172	206.88		206.88
								206.88		206.88
067448	09/29/17	Outst	0002233	Konica Minolta Premier F	V0092978	09/27/17	в0002172	686.48		686.48
ω								686.48		686.48
0067449	09/29/17	Outst	0001289	Menards	V0092699	09/20/17	B0002160	69.73		69.73
					V0092823	09/25/17	B0002160	69.73 55.98		55.98
								125.71		125.71
0067450	09/29/17	Outst	0182207	Mesirow Insurance Servic	V0092985	09/27/17	в0002175	10,625.00		10,625.00
								10,625.00		10,625.00
0067451	09/29/17	Outst	0001246	O'Reilly's Flowers & Par	V0092820	09/25/17	В0002240	78.45		78.45
								78.45		78.45
0067452	09/29/17	Outst	0001122	Office Depot	V0092965	09/27/17	B0002164	16.49-		-16.49
					V0092979	09/27/17	B0002164	30.05		30.05
					V0092980	09/27/17	B0002164	11.99		11.99
					VUU92902	09/2//1/	B0002104	109.72		109.72
								135.27		135.27
0067453	09/29/17	Outst	0001142	Santo Sport Store	V0092744	09/21/17	B0002239	130.00 2,083.00 44.00		130.00
					V0092824	09/25/17	B0002239	2,083.00		2,083.00
					V0092900	09/26/17	в0002239	44.00		44.00

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
						09/26/17	в0002239	1,377.00		1,377.00
								3,634.00		3,634.00
0067454	09/29/17	Outst	0001143	Sargent Welch	V0092892	09/26/17	P0005232	43.77		43.77
								43.77		43.77
0067455	09/29/17	Outst	0002796	Seguin Auto Center			B0002241 B0002241	14.00 10.00		14.00 10.00
								24.00		24.00
0067456	09/29/17	Outst	0001151	Shell Oil Co	V0092903	09/26/17	в0002190	1,194.73		1,194.73
								1,194.73		1,194.73
0067457	09/29/17	Outst	0000965	Sigma-Aldrich Inc			P0005282 P0005282	288.64 103.29		288.64 103.29
								391.93		391.93
0067458 0	09/29/17	Outst	0157227	Staples Advantage	V0092953	09/27/17	P0005328 P0005309 B0002223	492.74 335.50 30.58		492.74 335.50 30.58
								858.82		858.82
0067459	09/29/17	Outst	0001880	SWC Technology Partners				15,705.00 1,662.00		15,705.00 1,662.00
								17,367.00		17,367.00
0067460	09/29/17	Outst	0167686	Sweetwater	V0092950	09/27/17	P0005261	2,081.00		2,081.00
								2,081.00		2,081.00
0067461	09/29/17	Outst	0001006	Town of Cicero	V0092894	09/26/17	B0002182	925.00		925.00
								925.00		925.00
0067462	09/29/17	Outst	0001174	Veritiv Operating Compan	V0092959	09/27/17	в0002166	1,240.00		1,240.00
								1,240.00		1,240.00
0067463	09/29/17	Outst	0001375	AXA Equitable Equi-Vest	V0093971	09/29/17		2,581.00		2,581.00
								2,581.00		2,581.00
0067464	09/29/17	Outst	0177469	Bright Start College Sav	V0093972	09/29/17		100.00		100.00

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

26 Oct 2017

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								100.00		100.00
0067465	09/29/17	Outst	0001422	CCCTU-Cope Fund	V0093973	09/29/17		186.00		186.00
								186.00		186.00
0067466	09/29/17	Outst	0001374	College & University Cre	V0093976	09/29/17		250.00		250.00
								250.00		250.00
0067467	09/29/17	Outst	0001371	Colonial Life & Accident	V0093977	09/29/17		12.00		12.00
								12.00		12.00
0067468	09/29/17	Outst	0188948	Consumer Financial Servi	V0093974	09/29/17		114.94		114.94
								114.94		114.94
0067469	09/29/17	Outst	0187854	IAMG	V0093979	09/29/17		7.50		7.50
								7.50		7.50
	09/29/17	Outst	0160763	Illinois Education Assoc	V0093996	09/29/17		6,410.05		6,410.05
65								6,410.05		6,410.05
0067471	09/29/17	Outst	0101061	Morton College Faculty	V0093975	09/29/17		73.67		73.67
								73.67		73.67
0067472	09/29/17	Outst	0001372	Morton College Teachers	V0093981	09/29/17		2,467.74		2,467.74
								2,467.74		2,467.74
0067473	09/29/17	Outst	0001372	Morton College Teachers	V0093982	09/29/17		1,682.77		1,682.77
								1,682.77		1,682.77
0067474	09/29/17	Outst	0167128	Pioneer Credit Recovery,	V0093983	09/29/17		85.89		85.89
								85.89		85.89
0067475	09/29/17	Outst	0001513	SEIU Local 73 Cope	V0093984	09/29/17		43.00		43.00
								43.00		43.00
0067476	09/29/17	Outst	0001373	Service Employees Intl U	V0093985	09/29/17		963.02		963.02
								963.02		963.02

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

Check Number		Check Status		Payee	Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0067477	09/29/17	Outst	0001563	State	Disbursement Unit		09/29/17 09/29/17		24.78 1,014.60		24.78 1,014.60
									1,039.38		1,039.38
0067478	09/29/17	Outst	0001161	State	Univ Retirement Sy	V0093988	09/29/17		61,513.79		61,513.79
									61,513.79		61,513.79
0067479	09/29/17	Outst	0001370	TIAA-C	REF		09/29/17 09/29/17		4,442.00 5,870.24		4,442.00 5,870.24
									10,312.24		10,312.24
0067480	09/29/17	Outst	0183850	Transw	orld Systems Inc	V0093980	09/29/17		149.63		149.63
									149.63		149.63
0067481	09/29/17	Outst	0001376	VALIC		V0093994	09/29/17		1,237.71		1,237.71
									1,237.71		1,237.71
0067482	09/29/17	Outst	0179876	Voya R	etirement Insuranc	V0093995	09/29/17		1,010.62		1,010.62
66									1,010.62		1,010.62
0067483	09/29/17	Outst	0002877	Nyhan	& Friends Limited	V0093997	09/29/17	в0002180	2,250.00		2,250.00
									2,250.00		2,250.00
E0001853	09/01/17	Outst	0000931	Mr. Ju	an M. Franco		08/30/17 08/30/17		2,745.29 2,745.29		2,745.29 2,745.29
									5,490.58		5,490.58
E0001854	09/01/17	Outst	0000826	Mr. Th	omas C. Malesky	V0090616	08/30/17		2,543.75		2,543.75
									2,543.75		2,543.75
E0002005	09/07/17	Outst	0111175	Louis	P. Alvarado	V0090772	09/01/17		110.00		110.00
									110.00		110.00
E0002006	09/07/17	Outst	0000858	Ms Rox	anne M. Barone	V0090721	08/31/17		31.60		31.60
									31.60		31.60
E0002007	09/07/17	Outst	0079155	Dr. St	anley S. Fields		08/31/17 09/05/17		43.78 16.26		43.78 16.26
									60.04		60.04

26 Oct 2017

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0002008	09/07/17	Outst	0000931	Mr. Juan M. Franco	V0090861	09/06/17		147.69		147.69
							-	147.69		147.69
E0002009	09/07/17	Outst	0160367	Ms Yolanda Freemon	V0090590	08/30/17		35.60		35.60
							-	35.60		35.60
E0002010	09/07/17	Outst	0002876	Ms Evelyn Jaquez	V0090852	09/06/17		29.53		29.53
							-	29.53		29.53
E0002011	09/07/17	Outst	0000826	Mr. Thomas C. Malesky	V0090766	09/01/17		194.42		194.42
							-	194.42		194.42
E0002012	09/07/17	Outst	0000803	Dr. Frances M. Wedge	V0090712	08/31/17		16.98		16.98
							-	16.98		16.98
E0002013	09/14/17	Outst	0111175	Louis P. Alvarado	V0092365	09/08/17		110.00		110.00
တ							-	110.00		110.00
E0002014	09/14/17	Outst	0107686	Mrs. Blanca E. Jara	V0092371 V0092372			12.54 13.45		12.54 13.45
							-	25.99		25.99
E0002015	09/14/17	Outst	0000826	Mr. Thomas C. Malesky	V0090858	09/06/17		3,376.80		3,376.80
							-	3,376.80		3,376.80
E0002016	09/14/17	Outst	0181768	Ms Melissa Mollett	V0092479	09/13/17		352.00		352.00
							-	352.00		352.00
E0002017	09/14/17	Outst	0000803	Dr. Frances M. Wedge	V0092360	09/08/17		133.70		133.70
							-	133.70		133.70
E0002018	09/14/17	Outst	0181015	Terry L Elliott LLC	V0092521	09/14/17	B0002221	1,648.40		1,648.40
							-	1,648.40		1,648.40
E0002022	09/21/17	Outst	0000858	Ms Roxanne M. Barone	V0092729	09/20/17		8.16		8.16
							-	8.16		8.16

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0002023	09/21/17	Outst	0168948	Mr. Anthony Ray	V0092676	09/19/17		176.00		176.00
								176.00		176.00
E0002028	09/28/17	Outst	0015067	Ms Lillianna S. Franco C	V0090646 V0090649			1,921.59 960.80		1,921.59 960.80
								2,882.39		2,882.39
E0002029	09/28/17	Outst	0000831	Ms. Rose M. Gronko	V0090643	08/30/17		1,780.63		1,780.63
								1,780.63		1,780.63
E0002030	09/28/17	Outst	0000004	Mr. Micheal A. Kott	V0092986	09/27/17		911.47		911.47
								911.47		911.47
E0002031	09/28/17	Outst	0181015	Terry L Elliott LLC	V0092902	09/26/17	в0002221	1,648.40		1,648.40
								1,648.40		1,648.40
								1,380,277.68	=======================================	1,380,277.68

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,380,277.68	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,380,277.68
			1,380,277.68	1,380,277.68

Del Galdo Law Group, LLC

Attorneys & Counselors

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

August 31, 2017

Re: Statement for Professional Services

Morton Community College District #527

August 1, 2017 - August 31, 2017

Tax I.D. 26-0205380 Invoice # 19877

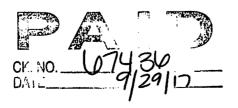
Morton Community College District #527 3801 S. Central Avenue Cicero, IL 60804

Dear Dr. Fields:

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

STATEMENT FOR SERVICES

PREVIOUS BALANCE	\$40.00
CURRENT FEES	\$400.00
CURRENT EXPENSES	\$16.00
TOTAL CURRENT FEES AND EXPENSES	\$416.00
TOTAL AMOUNT OF CURRENT STATEMENT	\$416.00
TOTAL DUE THIS INVOICE:	\$416.00
TOTAL FOR PREVIOUS BALANCE:	\$40.00
LESS PAYMENTS AND ADJUSTMENTS:	(\$40.00)
TOTAL BALANCE DUE:	\$416.00



Del Galdo Law Group, LLC

Attorneys & Counselors



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

August 31, 2017

Morton Community College District #527

3801 S. Central Avenue

Cicero, IL 60804

Dear Dr. Fields:

Re: Statement for Professional Services

Morton Community College District #527

August 1, 2017 - August 31, 2017

Tax I.D. 26-0205380

Invoice # 19784

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	\$12,320.00
CURRENT FEES	\$18,160.00
CURRENT EXPENSES	\$0.00
TOTAL CURRENT FEES AND EXPENSES	\$18,160.00
TOTAL AMOUNT OF CURRENT STATEMENT	\$18,160.00
	
TOTAL DUE THIS INVOICE:	\$18,160.00
TOTAL FOR PREVIOUS BALANCE:	\$12,320.00
LESS PAYMENTS AND ADJUSTMENTS:	(\$12,320.00)
TOTAL BALANCE DUE:	\$18,160.00



Vendor Name Agera Energy	Check Number 0066195	Check Date 9/1/2017	Board Approved Date EXEMPT		Item Description Line 1 Electricity Usage-UTILITY SERVICE
0	0066195	9/1/2017	EXEMPT		
Agera Energy Arc One Electric	0067187	9/22/2017	EXEMPT EXEMPT	\$34,480.88 \$7,526,93	Electricity Usage-UTILITY SERVICE
Arc One Electric Arc One Electric	0067190	9/22/2017	EXEMPT	4.1020.00	Install Data 206B
			5/23/2017		
BKD, LLP	0067430	9/29/2017	5/23/2017 8/31/2017		Financial Audit FY17
Blackboard, Inc.	0067075	9/15/2017	8/31/2017		Bb Collaborate Web Confer
Boulder Developers Inc	0067192	9/22/2017			Board up in new addition
Boulder Developers Inc	0067192	9/22/2017			Construct 3 Study Rooms
Boulder Developers Inc	0067192	9/22/2017		\$16,275.00	Install Glass window-door
Boulder Developers Inc	0067346	9/29/2017			Install new glall 1st
CARLI	0067431	9/29/2017	5/23/2017		Database Subscriptions
Cengage Learning	0066202	9/1/2017	EXEMPT	41110100	AUTOMOTIVE BRAKE SYSTEMS/BOOKS
Cengage Learning	0067003	9/8/2017	EXEMPT	\$31,807.68	BEGINNING ESSENTIALS IN/BOOKS
Cengage Learning	0067128	9/15/2017	EXEMPT	\$902.64	HEALTH SAFETY/BOOKS
Cengage Learning	0067198	9/22/2017	EXEMPT		BEGINNING ESS. IN EARLY/BOOKS
Cengage Learning	0067350	9/29/2017	EXEMPT	\$1,280.03	CDEV/BOOKS
ComEd	0067201	9/22/2017	EXEMPT	\$16,117.03	Electricity Usage-UTILITY SERVICE
Del Galdo Law Group, LLC	0067081	9/15/2017	EXEMPT	\$18,160.00	Attorney Services
Del Galdo Law Group, LLC	0067436	9/29/2017	EXEMPT	\$416.00	Attorney Services
Demonica Kemper Architects	0067360	9/29/2017	EXEMPT	\$11.051.75	CDB Invoice-Emergency
Elsevier	0066209	9/1/2017	EXEMPT		PTA 1ST YEAR FALL BUNDLE/BOOKS
Elsevier	0067009	9/8/2017	EXEMPT		KINESIOLOGY OF THE/BOOKS
Elsevier	0067009	9/15/2017	EXEMPT		HESI Admission Assessment
Elsevier	0067135	9/15/2017	EXEMPT		ADMISSION ASSESS. EXAM
Elsevier First Michwest Bank	0067209	9/22/2017	EXEMPT EXEMPT		
					ACCT Registration-Banks/Various Expenses
Healthcare Service Corporation	0066218	9/1/2017	EXEMPT		BCBS/Medical Insurance
Healthcare Service Corporation	0067367	9/29/2017	EXEMPT		BCBS/Medical Insurance
Illinois Education Association-NEA	0067053	9/15/2017	EXEMPT		Payroll Deductions
Illinois Education Association-NEA	0067180	9/22/2017	EXEMPT		Payroll Deductions
Illinois Education Association-NEA	0067181	9/22/2017	EXEMPT		Payroll Deductions
Illinois Education Association-NEA	0067182	9/22/2017	EXEMPT		Payroll Deductions
Illinois Education Association-NEA	0067183	9/22/2017	EXEMPT	\$197.70	Payroll Deductions
Illinois Education Association-NEA	0067184	9/22/2017	EXEMPT	\$78.84	Payroll Deductions
Illinois Education Association-NEA	0067185	9/22/2017	EXEMPT	\$77.09	Payroll Deductions
Illinois Education Association-NEA	0067470	9/29/2017	EXEMPT	\$6,410.05	Payroll Deductions
Mesirow Insurance Services, Inc	0067450	9/29/2017	4/26/2017	\$10,625,00	October Quarterly Install
Mr. Juan M. Franco	0066210	9/1/2017	EXEMPT		MEAL MONEY - WOMEN'S
Mr. Juan M. Franco	0066211	9/1/2017	EXEMPT		MEAL MONEY - WOMEN'S
Mr. Juan M. Franco	0066212	9/1/2017	EXEMPT		MEAL MONEY - WOMEN'S
Mr. Juan M. Franco	0066213	9/1/2017	EXEMPT		MEAL MONEY - WOMEN'S
Mr. Juan M. Franco Mr. Juan M. Franco			EXEMPT		
	0066214	9/1/2017		4=	MEAL MONEY - WOMEN'S
Mr. Juan M. Franco	0067214	9/22/2017	EXEMPT	********	MEAL MONEY - MEN'S SOCCER
Mr. Juan M. Franco	0067215	9/22/2017	EXEMPT		MEAL MONEY - MEN'S SOCCER
Mr. Juan M. Franco	0067216	9/22/2017	EXEMPT		MEAL MONEY - MEN'S SOCCER
Mr. Juan M. Franco	0067217	9/22/2017	EXEMPT	4	MEAL MONEY - WOMEN'S
Mr. Juan M. Franco	0067363	9/29/2017	9/18/2017	\$5,490.58	Coaching stipend
Mr. Juan M. Franco	E0001853	9/1/2017	9/18/2017	\$5,490.58	Coaching stipend
Mr. Juan M. Franco	E0002008	9/7/2017	EXEMPT	\$147.69	Reimbursement
Mr. Thomas C. Malesky	0066228	9/1/2017	EXEMPT	\$900.00	MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky	0066229	9/1/2017	EXEMPT	\$375.00	MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky	0067230	9/22/2017	EXEMPT		MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky	0067231	9/22/2017	EXEMPT		MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky	0067232	9/22/2017	EXEMPT		MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky	0067232	9/22/2017	EXEMPT		MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky	0067234	9/22/2017	EXEMPT		MEAL MONEY - VOLLEYBALL
Mr. Thomas C. Malesky Mr. Thomas C. Malesky	0067234	9/22/2017	EXEMPT		MEAL MONEY - VOLLEYBALL MEAL MONEY - VOLLEYBALL
		9/22/2017	9/18/2017		
Mr. Thomas C. Malesky	0067377				Coaching stipend
Mr. Thomas C. Malesky	E0001854	9/1/2017	9/18/2017		Coaching stipend
Mr. Thomas C. Malesky	E0002011	9/7/2017	EXEMPT		Reimbursement
Mr. Thomas C. Malesky	E0002015	9/14/2017	EXEMPT		Reimbursement, Airfare
Paisans Pizza	0066241	9/1/2017	EXEMPT		5 jumbo cheese pizzas
Paisans Pizza	0067032	9/8/2017	EXEMPT	\$6,265.19	cookies and coffee
Paisans Pizza	0067151	9/15/2017	EXEMPT		Faculty Meeting
Paisans Pizza	0067251	9/22/2017	EXEMPT	\$1,043.70	
Paisans Pizza	0067385	9/29/2017	EXEMPT	\$509.00	Cheese/craker tray
Pearson Higher Education	0067034	9/8/2017	EXEMPT	\$37,038.37	ACROSS CULTURES/BOOKS
Pearson Higher Education	0067109	9/15/2017	EXEMPT		Go!Windows 10 book
Pearson Higher Education	0067153	9/15/2017	EXEMPT		BIO 203 LAB MANUAL CUSTOM/BOOKS
Pearson Higher Education	0067253	9/22/2017	EXEMPT		ACROSS CULTURES/BOOKS
Pearson Higher Education	0067288	9/29/2017	EXEMPT		ATLAS OF WESTERN/BOOKS
Pearson Higher Education State Univ Retirement Systems	0067386	9/29/2017	EXEMPT	40,00	Payroll Deductions
		9/15/2017	EXEMPT EXEMPT		
State Univ Retirement Systems	0067478				Payroll Deductions
SWC Technology Partners	0067115	9/15/2017	7/20/2017		HPE Hdwr Support/SWC Managed Services
SWC Technology Partners	0067459	9/29/2017	EXEMPT		Fortinet FortiGate 200E
TIAA-CREF	0067062	9/15/2017	EXEMPT		Payroll Deductions
	0067479	9/29/2017	EXEMPT	\$10.312.24	Payroll Deductions
TIAA-CREF Victory Media Group LTD	0066257	9/1/2017	EXEMPT		August Retainer

Pay Period End D	ate Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0002980	Abate, Nannette	\$418.32
9/15/2017	0002911	Abdel-Jaber, Nellie	\$528.59
9/15/2017	0000770	Abrahamson, Maura	\$5,817.96
9/15/2017	0000835	Alcala, Sandra	\$2,217.33
9/15/2017	0003069	Alexandru, Vica	\$761.16
9/15/2017	0163519	Almanza, Marcy	\$105.60
9/15/2017	0032609	Almeida, Ricardo	\$5,372.24
9/15/2017	0003324	Alonso, Erika	\$1,541.58
9/15/2017	0000809	Alonso, Hernan	\$1,429.88
9/15/2017	0181767	Anderson, Maria	\$3,218.75
9/15/2017	0165928	Andujar, Rey	\$327.44
9/15/2017	0000749	Angelilli, Jennifer	\$2,104.17
9/15/2017	0167603	Annoreno, Angelo	\$498.65
9/15/2017	0166664	Aquino, James	\$3,192.21
9/15/2017	0189518	Arenz, Richard	\$314.33
9/15/2017	0156009	Arias, Olga	\$934.98
9/15/2017	0019085	Arzola, Nereida	\$1,888.70
9/15/2017	0156015	Asche, Kyle	\$311.66
9/15/2017	0003071	Ashraf, Mohammad	\$677.45
9/15/2017	0000885	Avalos, Jesus	\$551.35
9/15/2017	0000799	Avalos-Thompson, Marlena	\$3,606.08
9/15/2017	0000873	Baffa, John	\$4,960.56
9/15/2017	0000946	Baffa, Valerie	\$4,960.56
9/15/2017	0002972	Baker, Chris	\$326.21
9/15/2017	0000740	Banda, Magda	\$3,364.92
9/15/2017	0000781	Barajas, Sandra	\$1,628.29
9/15/2017	0003074	Barnat, Martin	\$515.58
9/15/2017	0000858	Barone, Roxanne	\$2,281.83
9/15/2017	0176458	Beacham, John	\$598.36
9/15/2017	0003075	Behling, William	\$1,028.52
9/15/2017	0178376	Belcaster, Joseph	\$2,145.83
9/15/2017	0000750	Belcaster, Nicholas	\$1,562.42
9/15/2017	0003078	Bernstein, Arnie	\$652.42
9/15/2017	0160490	Berry, Raymond	\$654.88
9/15/2017	0066045	Bilotto, Eugene	\$619.56
9/15/2017	0003079	Bland, Pamela	\$351.41
9/15/2017	0000845	Bluemer, Judy	\$6,253.12

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0003082	Bondlow, Fred	\$342.84
9/15/2017	0000918	Bonin, Eileen	\$2,030.33
9/15/2017	0000757	Boodoosingh, Savitri	\$1,028.52
9/15/2017	0102219	Boyajian, Mark	\$275.36
9/15/2017	0076654	Bradley, Adam	\$1,454.04
9/15/2017	0157079	Brasher, Stephen	\$654.88
9/15/2017	0002984	Bridges, Maureen	\$702.82
9/15/2017	0000915	Bulat, Cheryl	\$6,449.70
9/15/2017	0003095	Burns, David	\$360.20
9/15/2017	0156441	Campbell, Dana	\$719.92
9/15/2017	0184403	Campbell, Elbert	\$621.33
9/15/2017	0003098	Campos, Veronica	\$542.91
9/15/2017	0156655	Cappetta, Leilani	\$1,710.88
9/15/2017	0153590	Carroll, Don	\$652.42
9/15/2017	0000924	Casey, Craig	\$8,270.16
9/15/2017	0000829	Casey, Robert	\$5,486.55
9/15/2017	0002990	Castillo, Carolina	\$1,958.46
9/15/2017	0003193	Chang, Stephen	\$668.74
9/15/2017	0169435	Chavarria, Andrea	\$82.22
9/15/2017	0002998	Chin, Dixon	\$562.25
9/15/2017	0002995	Choudhury, Parsa	\$228.49
9/15/2017	0000884	Cienfuegos, Lillian	\$1,751.17
9/15/2017	0181564	Cisco Jr, Taylor	\$797.82
9/15/2017	0003192	Cisneros, Sharon	\$1,297.23
9/15/2017	0000859	Clay, Oscar	\$1,121.19
9/15/2017	0094966	Clemente, Antonio	\$2,163.42
9/15/2017	0007800	Corral, Iris	\$326.21
9/15/2017	0003191	Corte, Anthony	\$862.28
9/15/2017	0002710	Cosimo, Franco	\$1,599.39
9/15/2017	0002933	Craig, Marilyn	\$1,003.11
9/15/2017	0000794	Crockett, Janet	\$5,064.32
9/15/2017	0037605	Cunat, Ronald	\$623.32
9/15/2017	0000843	Davidson, Jody	\$2,732.63
9/15/2017	0000790	De La Torre, Refugio	\$2,203.81
9/15/2017	0000786	Demato, Michelle	\$387.94
9/15/2017	0182919	Denson, Ryan	\$759.78
9/15/2017	0003188	Dezynski, Patrice	\$540.20

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0000763	Diaz, Maria	\$1,648.42
9/15/2017	0160009	Dillinger, Benjamin	\$292.20
9/15/2017	0000917	Dominguez, Carlos	\$4,013.21
9/15/2017	0003185	Drew, John	\$536.07
9/15/2017	0170558	Drury, Benjamin	\$3,000.73
9/15/2017	0003184	Druska, John	\$360.20
9/15/2017	0000735	Duhon, Steven	\$3,487.50
9/15/2017	0003183	Dukes, Jackie	\$342.84
9/15/2017	0003181	Dutt, Eric	\$685.68
9/15/2017	0003180	Eaton, Barbara	\$1,080.60
9/15/2017	0005692	Enstrom, Elena	\$528.59
9/15/2017	0003004	Erkins, Mary	\$660.74
9/15/2017	0003179	Eshafi, Nouri	\$1,054.23
9/15/2017	0020621	Esposito, Marie	\$534.60
9/15/2017	0000828	Fabiyi, Edith	\$3,334.34
9/15/2017	0003208	Falbo, Lydia	\$4,000.00
9/15/2017	0003210	Farina, Peter	\$1,403.22
9/15/2017	0000814	Favela, Martha	\$1,775.54
9/15/2017	0000762	Fejt, George	\$3,591.51
9/15/2017	0000777	Felice, Susan	\$3,044.71
9/15/2017	0079155	Fields, Stanley	\$10,850.00
9/15/2017	0092824	Folkers, Jeff	\$1,547.17
9/15/2017	0162452	Foltz, Chris	\$311.66
9/15/2017	0160558	Fortier, Jr, George	\$983.32
9/15/2017	0003006	Fram, Harriet	\$548.54
9/15/2017	0165935	Franklin-Hammergren, Kirstin	\$341.94
9/15/2017	0160367	Freemon, Yolanda	\$3,362.75
9/15/2017	0000938	Gan, Xiaoling	\$3,211.71
9/15/2017	0003008	Garcia, Jose	\$548.54
9/15/2017	0000838	Garcia-Searle, Brenda	\$2,454.17
9/15/2017	0000879	Garza, Sylvia	\$2,025.60
9/15/2017	0000935	Gatyas, Kenton	\$5,585.11
9/15/2017	0000724	Gilligan, Brian	\$3,163.24
9/15/2017	0040272	Gilmartin, Beth	\$816.54
9/15/2017	0177513	Ginet, Lisa	\$99.73
9/15/2017	0000896	Ginley, Steven	\$3,714.86
9/15/2017	0186789	Giorgetti, Michael	\$211.20

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0156018	Glover, Brian	\$491.66
9/15/2017	0153917	Gniadek, Jamie	\$644.81
9/15/2017	0003174	Gong, Michael	\$342.84
9/15/2017	0173329	Gonzalez, Sotero	\$598.37
9/15/2017	0157185	Grady, Myeisha	\$667.82
9/15/2017	0000932	Gramas, Margaret	\$5,607.02
9/15/2017	0190103	Granholm, Donald	\$299.18
9/15/2017	0189759	Green, Amy	\$2,601.13
9/15/2017	0000892	Grice, James	\$8,832.50
9/15/2017	0190271	Guansing, Melania	\$518.58
9/15/2017	0000788	Gutierrez, Rosa	\$2,281.26
9/15/2017	0111678	Guzman, Cristina	\$623.15
9/15/2017	0003105	Haffron, Dennis	\$699.02
9/15/2017	0003110	Halm, James	\$685.44
9/15/2017	0000805	Halmon, Jamie	\$2,446.50
9/15/2017	0003012	Halsey, Meg	\$1,142.80
9/15/2017	0177808	Harmon, Loretta	\$879.60
9/15/2017	0003113	Hauswald, Carol	\$342.84
9/15/2017	0180341	Havertape, Lainey	\$894.45
9/15/2017	0156429	Haynes, Bernice	\$460.14
9/15/2017	0165694	Helmus, Sara	\$3,644.38
9/15/2017	0000841	Herrera, Michelle	\$2,241.58
9/15/2017	0159384	Herrmann, Julianne	\$3,459.28
9/15/2017	0172468	Heslop, Eugene	\$137.68
9/15/2017	0002953	Hirsch, Maynard	\$694.62
9/15/2017	0000793	Hopkins, Margaret	\$2,800.50
9/15/2017	0003127	Hubacek, Scott	\$620.47
9/15/2017	0000922	Huff, Cheryl	\$660.74
9/15/2017	0002912	Imburgia, Joseph	\$1,003.11
9/15/2017	0061134	Iniquez, Jennifer	\$2,578.55
9/15/2017	0174916	Iniquez, Michael	\$1,052.39
9/15/2017	0176980	Jacklin, William	\$4,550.00
9/15/2017	0000876	Jaimes, Nydia	\$2,172.17
9/15/2017	0173034	James, Nadja	\$3,335.33
9/15/2017	0002876	Jaquez, Evelyn	\$1,781.08
9/15/2017	0107686	Jara, Blanca	\$2,341.67
9/15/2017	0003136	Jenkins, Anthony	\$711.99

Pay Period End	Date Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0000785	Johnson, Caroline	\$2,241.58
9/15/2017	0060105	Jonas, David	\$3,179.94
9/15/2017	0173738	Joslin, Jeremy	\$3,299.21
9/15/2017	0003017	Jundt, Gene	\$720.39
9/15/2017	0003021	Kamien, Linda	\$548.54
9/15/2017	0170840	Kanan, Martha	\$647.24
9/15/2017	0003153	Karasek, Robert	\$542.91
9/15/2017	0020803	Karlberg, Jeffrey	\$155.83
9/15/2017	0000870	Kasprowicz, Michael	\$4,531.63
9/15/2017	0190175	Kawal, Charles	\$286.71
9/15/2017	0003157	Kelikian, Toula	\$3,469.71
9/15/2017	0106675	Khalifeh, Khalaf	\$491.66
9/15/2017	0165341	Klementzos, Jennifer	\$1,769.33
9/15/2017	0158400	Knickerbocker, Sharon	\$903.80
9/15/2017	0077801	Knowski, James	\$439.42
9/15/2017	0000004	Kott, Micheal	\$3,750.00
9/15/2017	0000021	Koutny, Linda	\$2,388.29
9/15/2017	0048364	Kowalski, Kristofer	\$491.66
9/15/2017	0000919	Krader, Geoffrey	\$4,941.28
9/15/2017	0002957	Kupec, Debra	\$2,395.33
9/15/2017	0107914	Labno, David	\$398.91
9/15/2017	0184220	Lanciotti, David	\$314.33
9/15/2017	0000755	Lanciotti, Lawrence	\$3,838.08
9/15/2017	0000948	Lantz, Catherine	\$521.93
9/15/2017	0003171	Lasorella, Dalania	\$527.37
9/15/2017	0003023	Latham-Williams, Karen	\$685.68
9/15/2017	0000832	Latto, Tara	\$1,261.00
9/15/2017	0003176	Leven, Robert	\$762.22
9/15/2017	0000811	Lind, Carmen	\$5,165.38
9/15/2017	0000833	Litwicki, Mark	\$3,221.60
9/15/2017	0002926	Lopez, Beda	\$313.74
9/15/2017	0060156	Lopez, Edwin	\$653.98
9/15/2017	0003025	Lopez, Flora	\$660.74
9/15/2017	0003094	Lopez, Noe	\$869.90
9/15/2017	0002037	LoPresti, Joseph	\$1,336.62
9/15/2017	0027824	Lorgus, Richard	\$652.42
9/15/2017	0167416	Lozano, Cynthia	\$171.12

Pay Period End Da	ate Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0003033	Lozano, Gloria	\$1,900.00
9/15/2017	0003026	Lubeck, Sarah	\$562.25
9/15/2017	0160597	Lubenkov, Paul	\$654.88
9/15/2017	0003100	Lyons, Kenneth	\$1,028.52
9/15/2017	0155594	Machino, Jeri	\$4,227.04
9/15/2017	0173996	Mallett, Klaudia	\$623.32
9/15/2017	0154317	Mangia, Vlasta	\$1,579.38
9/15/2017	0037631	Marquez, Carlos	\$491.66
9/15/2017	0003027	Marquez, Maria	\$660.74
9/15/2017	0000822	Martinez, Blanca	\$1,841.83
9/15/2017	0168363	Martinez, Ernest	\$1,291.27
9/15/2017	0167581	Martinez Jr, Salvador	\$1,246.64
9/15/2017	0000955	Martinez, Raul	\$2,267.63
9/15/2017	0183993	Martino, Shannon	\$942.99
9/15/2017	0000869	Marzullo, Frank	\$6,213.75
9/15/2017	0017224	Mata, Gabriela	\$4,719.75
9/15/2017	0003232	Mathelier, Lisa	\$1,142.80
9/15/2017	0003106	Matthews, Kay	\$1,028.52
9/15/2017	0156656	Mazzone, Dominick	\$963.76
9/15/2017	0003029	McCoy, C. James	\$660.74
9/15/2017	0000732	McFadden, James	\$848.86
9/15/2017	0000909	McGhee, Edward	\$1,886.77
9/15/2017	0002697	McLaughlin, Keith	\$7,391.67
9/15/2017	0003030	McManmon, Zoe	\$720.39
9/15/2017	0016851	Medina, Gabriel	\$471.16
9/15/2017	0007870	Mehmedagic, Selma	\$434.95
9/15/2017	0165577	Merchant, Linda	\$984.00
9/15/2017	0003123	Merritt, William	\$342.84
9/15/2017	0002885	Miculinic, Bonnie	\$779.49
9/15/2017	0177186	Miller, Jacquelyn	\$623.32
9/15/2017	0003032	Miral, Luis	\$548.54
9/15/2017	0170780	Miranda, Ashley	\$654.88
9/15/2017	0000769	Mohr, Michele	\$4,610.64
9/15/2017	0181768	Mollett, Melissa	\$3,218.75
9/15/2017	0156768	Monrroy, Jacqueline	\$466.39
9/15/2017	0002467	Montgomery, Jered	\$934.98
9/15/2017	0179082	Montolin, Olivia	\$2,708.57

Pay Period End	Date Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0002708	Montoro, Roger	\$2,630.11
9/15/2017	0054966	Montoro, Roger	\$1,241.00
9/15/2017	0000839	Moore, Linda	\$3,340.79
9/15/2017	0000816	Moravecek, Robert	\$639.86
9/15/2017	0155712	Moreno, Benjamin	\$982.32
9/15/2017	0076708	Moreno, Berta	\$299.18
9/15/2017	0003131	Moses, Calvin	\$360.20
9/15/2017	0187216	Moss, Neil	\$1,963.31
9/15/2017	0000856	Munoz, Hector	\$3,443.88
9/15/2017	0002935	Murphy, Martha	\$326.21
9/15/2017	0000862	Napoletano, Elizabeth	\$496.65
9/15/2017	0000910	Navarro, Rafael	\$1,692.08
9/15/2017	0000815	Nedza, Michael	\$4,459.85
9/15/2017	0111554	Nieves, Samantha	\$1,735.74
9/15/2017	0049422	Ocampo, Jose	\$1,255.15
9/15/2017	0003146	Ochoa-Galindo, Carmen	\$326.21
9/15/2017	0000928	O'Connell, James	\$2,532.96
9/15/2017	0081992	O'Halloran, Denis	\$311.66
9/15/2017	0187953	Oni, Regina	\$173.08
9/15/2017	0000747	Paez, Elizabeth	\$2,981.55
9/15/2017	0003154	Palermo, Eileen	\$228.56
9/15/2017	0000951	Paneral, Beth	\$1,487.96
9/15/2017	0000778	Parise, Patricia	\$4,731.21
9/15/2017	0082070	Patterson, Jessica	\$1,003.20
9/15/2017	0002913	Pearson, Dennis	\$5,325.75
9/15/2017	0000820	Pencheva, Tsonka	\$4,009.35
9/15/2017	0007939	Perez, Armando	\$1,763.00
9/15/2017	0000863	Perez, Guadalupe	\$1,841.79
9/15/2017	0000950	Perez, Jaime	\$314.72
9/15/2017	0003036	Perez, Margarita	\$914.24
9/15/2017	0000776	Perez, Mireya	\$3,892.58
9/15/2017	0083410	Perez, Sonia	\$109.76
9/15/2017	0003160	Perusich, James	\$685.68
9/15/2017	0003038	Pettus, Exodus	\$528.59
9/15/2017	0003039	Phillips, Carol	\$685.68
9/15/2017	0177526	Pierce, Tommy	\$3,862.50
9/15/2017	0180195	Pipikios, Iwona	\$493.65

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0000752	Porod, Eric	\$3,154.54
9/15/2017	0000771	Potempa, John	\$4,535.42
9/15/2017	0007416	Pranger, Norbert	\$520.81
9/15/2017	0160605	Primm, Rebecca	\$2,675.97
9/15/2017	0000848	Pullia, Nicole	\$1,628.29
9/15/2017	0041753	Quiroga-Nevarez, Daiana	\$2,186.88
9/15/2017	0000743	Raigoza, Suzanna	\$2,529.72
9/15/2017	0188076	Ramirez, Aurelia	\$1,220.02
9/15/2017	0003041	Ramirez, Elaine	\$528.59
9/15/2017	0000889	Ramirez, Jose	\$1,719.56
9/15/2017	0168948	Ray, Anthony	\$5,175.00
9/15/2017	0000953	Raygoza, Liliana	\$2,140.88
9/15/2017	0156449	Raymond, Mary	\$3,614.60
9/15/2017	0000726	Reft, Jennifer	\$3,989.56
9/15/2017	0168949	Rein, Jack	\$218.29
9/15/2017	0003168	Reynard, Michael	\$546.64
9/15/2017	0189140	Ridyard, Melissa	\$2,125.00
9/15/2017	0003172	Ritz, Jim	\$1,371.36
9/15/2017	0000872	Rivas, Angel	\$1,555.33
9/15/2017	0000795	Rivera, Doris	\$2,500.00
9/15/2017	0000925	Rivera, Juan	\$2,162.51
9/15/2017	0000748	Rodriguez, Diana	\$2,465.74
9/15/2017	0156404	Rodriguez Jr, Jesus	\$2,135.96
9/15/2017	0003042	Rohl, Michael	\$534.98
9/15/2017	0000851	Roland, H.M. Joyce	\$884.25
9/15/2017	0056628	Roman, Daniel	\$4,904.54
9/15/2017	0161489	Romero, Julian	\$1,280.15
9/15/2017	0165693	Romero Yuste, Maria	\$5,566.04
9/15/2017	0000741	Ross, Robert	\$1,611.69
9/15/2017	0000797	Ruiz, Ruben	\$4,191.06
9/15/2017	0000895	Rutka, Leonard	\$3,443.01
9/15/2017	0183877	Ruxton, Deborah	\$518.58
9/15/2017	0000754	Sajatovic, Mark	\$1,941.21
9/15/2017	0168430	Saldana, Carolina	\$429.87
9/15/2017	0156479	Samplawski, Phyllis	\$311.66
9/15/2017	0007859	Sanatore-Shanahan, Joann	\$916.27
9/15/2017	0058030	Sanchez, Alberto	\$722.82

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0000907	Sanchez, Luis	\$4,718.36
9/15/2017	0003044	Sanchez, Pedro	\$655.25
9/15/2017	0003018	Sandoval, Jamie	\$829.32
9/15/2017	0162444	Sanei, Maxwell	\$207.77
9/15/2017	0082829	Sarabia, Angel	\$550.72
9/15/2017	0000737	Sarther, Diane	\$5,851.01
9/15/2017	0003149	Sassetti, James	\$685.68
9/15/2017	0000921	Scatchell, Candyce	\$2,254.54
9/15/2017	0003134	Schmidt, Joseph	\$625.39
9/15/2017	0000898	Schmitt, Robert	\$4,596.12
9/15/2017	0000860	Schoepf, Cheryl	\$2,238.00
9/15/2017	0160546	Schrey, Courtney	\$616.04
9/15/2017	0002963	Schultz, Marcia	\$978.63
9/15/2017	0002668	Sedaie, Behrooz	\$4,433.06
9/15/2017	0189751	Selvaggio, Nicole	\$299.18
9/15/2017	0000731	Seo, Kymberly	\$5,217.72
9/15/2017	0002709	Shouba, Derek	\$5,193.05
9/15/2017	0003089	Sleeth, Bradley	\$3,894.57
9/15/2017	0121377	Smith, Daniel	\$1,032.60
9/15/2017	0003170	Smith, Duane	\$1,441.11
9/15/2017	0003165	Smith-Irowa, Pamela	\$1,080.60
9/15/2017	0181260	Smith, Jeanine	\$1,384.22
9/15/2017	0000789	Smith, Maria	\$1,657.00
9/15/2017	0190578	Solarski, Lauren	\$227.94
9/15/2017	0000939	Sonnier, Celeste	\$3,391.50
9/15/2017	0000842	Soto, Marlene	\$2,141.76
9/15/2017	0000882	Soto, Martin	\$2,548.67
9/15/2017	0125437	Soto, Yasna	\$1,380.29
9/15/2017	0000943	Spaniol, Scott	\$3,990.54
9/15/2017	0003155	Spoleti, Thomas	\$978.63
9/15/2017	0160304	Stanukinas, Melissa	\$292.20
9/15/2017	0182711	Steadman, Michael	\$1,182.76
9/15/2017	0184165	Stefanski, Eric	\$299.18
9/15/2017	0003147	Steik, Philip	\$652.42
9/15/2017	0005838	Steinz, Margaret	\$777.10
9/15/2017	0007897	Stella, Leslie	\$851.20
9/15/2017	0003141	Stevens, Jane	\$651.40

Pay Period End	Date Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0003137	Stewart, Constance	\$914.24
9/15/2017	0176470	Stewart, Tiffany	\$1,037.16
9/15/2017	0099337	Stillo, Louis	\$688.40
9/15/2017	0000761	Styer, Audrey	\$5,457.53
9/15/2017	0190101	Sulack, Alexandra	\$333.97
9/15/2017	0003130	Sun, Yizhong	\$342.72
9/15/2017	0189488	Swint, Ashley	\$299.18
9/15/2017	0000897	Sykora, Donald	\$4,164.68
9/15/2017	0156444	Talwar, Sundeep	\$591.38
9/15/2017	0154190	Taylor, Kimberly	\$1,174.35
9/15/2017	0161138	Tejeda, Erika	\$2,236.38
9/15/2017	0159232	Thelemaque, Cristina	\$1,403.62
9/15/2017	0003048	Tito, Frank	\$702.82
9/15/2017	0000738	Torres, Gina	\$2,411.67
9/15/2017	0160493	Traver, David	\$623.32
9/15/2017	0003051	Trevino-Garcia, Linda	\$548.54
9/15/2017	0000914	Tupa, Aline	\$77.50
9/15/2017	0002931	Turner, Jocelyn	\$978.63
9/15/2017	0000019	Ulbrich, Scott	\$2,825.04
9/15/2017	0003055	Ulit, Enriqueta	\$528.59
9/15/2017	0003107	Vacek, Sarah	\$1,028.52
9/15/2017	0003057	Valeriano, Joann	\$434.95
9/15/2017	0000886	Vargas, Maria	\$2,265.29
9/15/2017	0000823	Vega, Alfonso	\$1,736.58
9/15/2017	0166301	Vega-Huezo, Wendy	\$3,000.00
9/15/2017	0000808	Velazquez, Marisol	\$3,986.66
9/15/2017	0186906	Visvardis, Nick	\$137.68
9/15/2017	0152888	Voight, William	\$311.66
9/15/2017	0000868	Walley, Cynthia	\$4,126.72
9/15/2017	0000817	Walsh, Cheryl	\$251.68
9/15/2017	0013245	Warren, John	\$2,929.50
9/15/2017	0000803	Wedge, Frances	\$3,735.25
9/15/2017	0000758	Weinstein, Thomas	\$2,467.83
9/15/2017	0160501	Willit, James	\$616.04
9/15/2017	0190102	Windham, Brandie	\$3,984.26
9/15/2017	0003059	Winningham, Susan	\$548.54
9/15/2017	0189580	Winters, Jacob	\$398.91

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

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/15/2017	0000767	Wolff, Michael	\$147.92
9/15/2017	0000736	Wood, Robert	\$4,794.54
9/15/2017	0133829	Yaghoubi, Poupak	\$623.32
9/15/2017	0000942	Yanez, Rodolfo	\$2,323.13
9/15/2017	0170839	Young, Cynthia	\$916.27
9/15/2017	0165741	Young-Huff, Evelyn	\$944.62
9/15/2017	0003061	Zabransky, Angela	\$418.32
9/15/2017	0003091	Zeni, Wendy	\$342.84
9/15/2017	0003086	Zick, Jennifer	\$342.84
9/15/2017	0000813	Zukauskas, Karolis	\$4,294.58
9/15/2017	0000883	Zych, Antoinette	\$2,702.04

Total \$673,961.10

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/30/2017	0002980	Abate, Nannette	\$1,045.80
9/30/2017	0002911	Abdel-Jaber, Nellie	\$528.59
9/30/2017	0000770	Abrahamson, Maura	\$5,817.97
9/30/2017	0000835	Alcala, Sandra	\$2,217.33
9/30/2017	0003069	Alexandru, Vica	\$761.16
9/30/2017	0163519	Almanza, Marcy	\$105.60
9/30/2017	0032609	Almeida, Ricardo	\$2,011.04
9/30/2017	0003324	Alonso, Erika	\$1,541.58
9/30/2017	0000809	Alonso, Hernan	\$1,429.88
9/30/2017	0181767	Anderson, Maria	\$3,218.75
9/30/2017	0165928	Andujar, Rey	\$327.44
9/30/2017	0000749	Angelilli, Jennifer	\$2,104.17
9/30/2017	0167603	Annoreno, Angelo	\$1,370.19
9/30/2017	0166664	Aquino, James	\$3,192.21
9/30/2017	0189518	Arenz, Richard	\$314.33
9/30/2017	0007899	Arias, Carolyn	\$747.36
9/30/2017	0156009	Arias, Olga	\$934.98
9/30/2017	0019085	Arzola, Nereida	\$1,743.83
9/30/2017	0156015	Asche, Kyle	\$311.66
9/30/2017	0003071	Ashraf, Mohammad	\$677.45
9/30/2017	0000885	Avalos, Jesus	\$482.50
9/30/2017	0000799	Avalos-Thompson, Marlena	\$3,606.10
9/30/2017	0000873	Baffa, John	\$4,960.56
9/30/2017	0000946	Baffa, Valerie	\$4,960.56
9/30/2017	0002972	Baker, Chris	\$326.21
9/30/2017	0000740	Banda, Magda	\$3,364.92
9/30/2017	0000781	Barajas, Sandra	\$1,628.29
9/30/2017	0003074	Barnat, Martin	\$515.58
9/30/2017	0000858	Barone, Roxanne	\$2,281.83
9/30/2017	0176458	Beacham, John	\$598.36
9/30/2017	0003075	Behling, William	\$1,028.52
9/30/2017	0178376	Belcaster, Joseph	\$2,145.83
9/30/2017	0000750	Belcaster, Nicholas	\$1,562.42
9/30/2017	0003078	Bernstein, Arnie	\$652.42
9/30/2017	0160490	Berry, Raymond	\$654.88
9/30/2017	0000830	Berthiaume, Maria	\$295.84
9/30/2017	0066045	Bilotto, Eugene	\$688.40

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings	
9/30/2017	0003079	Bland, Pamela	\$351.41	
9/30/2017	0000845	Bluemer, Judy	\$6,253.04	
9/30/2017	0003082	Bondlow, Fred	\$342.84	
9/30/2017	0000918	Bonin, Eileen	\$2,030.33	
9/30/2017	0000757	Boodoosingh, Savitri	\$1,028.52	
9/30/2017	0076654	Bradley, Adam	\$1,454.04	
9/30/2017	0157079	Brasher, Stephen	\$654.88	
9/30/2017	0002984	Bridges, Maureen	\$1,463.36	
9/30/2017	0000915	Bulat, Cheryl	\$6,449.69	
9/30/2017	0184720	Buongiorno, Joseph	\$1,300.00	
9/30/2017	0182499	Buongiorno, Mary	\$1,300.00	
9/30/2017	0003095	Burns, David	\$360.20	
9/30/2017	0156441	Campbell, Dana	\$719.92	
9/30/2017	0184403	Campbell, Elbert	\$621.33	
9/30/2017	0003098	Campos, Veronica	\$542.91	
9/30/2017	0156655	Cappetta, Leilani	\$2,184.66	
9/30/2017	0153590	Carroll, Don	\$652.42	
9/30/2017	0000924	Casey, Craig	\$8,270.04	
9/30/2017	0000829	Casey, Robert	\$5,486.58	
9/30/2017	0002990	Castillo, Carolina	\$1,743.83	
9/30/2017	0003193	Chang, Stephen	\$668.74	
9/30/2017	0002998	Chin, Dixon	\$562.25	
9/30/2017	0002995	Choudhury, Parsa	\$228.49	
9/30/2017	0000884	Cienfuegos, Lillian	\$1,857.25	
9/30/2017	0181564	Cisco Jr, Taylor	\$797.83	
9/30/2017	0003192	Cisneros, Sharon	\$1,297.23	
9/30/2017	0000859	Clay, Oscar	\$629.44	
9/30/2017	0094966	Clemente, Antonio	\$2,163.42	
9/30/2017	0007800	Corral, Iris	\$326.21	
9/30/2017	0003191	Corte, Anthony	\$862.28	
9/30/2017	0002710	Cosimo, Franco	\$1,035.44	
9/30/2017	0002933	Craig, Marilyn	\$1,003.11	
9/30/2017	0000794	Crockett, Janet	\$5,064.30	
9/30/2017	0037605	Cunat, Ronald	\$623.32	
9/30/2017	0000843	Davidson, Jody	\$2,732.63	
9/30/2017	0000790	De La Torre, Refugio	\$2,278.36	
9/30/2017	0190883	Delgado, Sally	\$917.00	

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/30/2017	0000786	Demato, Michelle	\$387.94
9/30/2017	0182919	Denson, Ryan	\$759.79
9/30/2017	0003188	Dezynski, Patrice	\$540.20
9/30/2017	0000763	Diaz, Maria	\$1,648.42
9/30/2017	0160009	Dillinger, Benjamin	\$292.20
9/30/2017	0000917	Dominguez, Carlos	\$3,687.62
9/30/2017	0003185	Drew, John	\$536.07
9/30/2017	0170558	Drury, Benjamin	\$3,000.79
9/30/2017	0003184	Druska, John	\$360.20
9/30/2017	0000735	Duhon, Steven	\$3,487.50
9/30/2017	0003183	Dukes, Jackie	\$342.84
9/30/2017	0003181	Dutt, Eric	\$685.68
9/30/2017	0003180	Eaton, Barbara	\$1,080.60
9/30/2017	0005692	Enstrom, Elena	\$352.39
9/30/2017	0003004	Erkins, Mary	\$660.74
9/30/2017	0003179	Eshafi, Nouri	\$1,054.23
9/30/2017	0020621	Esposito, Marie	\$211.20
9/30/2017	0000828	Fabiyi, Edith	\$3,334.37
9/30/2017	0003208	Falbo, Lydia	\$4,000.00
9/30/2017	0003210	Farina, Peter	\$1,403.19
9/30/2017	0000814	Favela, Martha	\$1,775.54
9/30/2017	0000762	Fejt, George	\$3,288.00
9/30/2017	0000777	Felice, Susan	\$3,044.71
9/30/2017	0079155	Fields, Stanley	\$10,850.00
9/30/2017	0092824	Folkers, Jeff	\$1,547.17
9/30/2017	0162452	Foltz, Chris	\$311.66
9/30/2017	0160558	Fortier, Jr, George	\$983.32
9/30/2017	0003006	Fram, Harriet	\$1,005.66
9/30/2017	0165935	Franklin-Hammergren, Kirstin	\$341.92
9/30/2017	0160367	Freemon, Yolanda	\$3,362.75
9/30/2017	0000938	Gan, Xiaoling	\$3,211.71
9/30/2017	0003008	Garcia, Jose	\$1,005.66
9/30/2017	0000838	Garcia-Searle, Brenda	\$2,454.17
9/30/2017	0000879	Garza, Sylvia	\$2,025.60
9/30/2017	0000935	Gatyas, Kenton	\$5,585.11
9/30/2017	0166876	Gaytan, Steven	\$137.68
9/30/2017	0000724	Gilligan, Brian	\$3,163.21

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings	
9/30/2017	0040272	Gilmartin, Beth	\$816.54	
9/30/2017	0177513	Ginet, Lisa	\$99.73	
9/30/2017	0000896	Ginley, Steven	\$3,714.83	
9/30/2017	0186789	Giorgetti, Michael	\$105.60	
9/30/2017	0156018	Glover, Brian	\$491.66	
9/30/2017	0153917	Gniadek, Jamie	\$644.81	
9/30/2017	0003174	Gong, Michael	\$342.84	
9/30/2017	0173329	Gonzalez, Sotero	\$598.37	
9/30/2017	0157185	Grady, Myeisha	\$667.84	
9/30/2017	0000932	Gramas, Margaret	\$5,668.58	
9/30/2017	0190103	Granholm, Donald	\$299.18	
9/30/2017	0189759	Green, Amy	\$2,523.63	
9/30/2017	0000892	Grice, James	\$8,832.50	
9/30/2017	0190271	Guansing, Melania	\$518.58	
9/30/2017	0000788	Gutierrez, Rosa	\$2,281.26	
9/30/2017	0003105	Haffron, Dennis	\$699.02	
9/30/2017	0003110	Halm, James	\$685.44	
9/30/2017	0000805	Halmon, Jamie	\$2,446.50	
9/30/2017	0003012	Halsey, Meg	\$1,209.30	
9/30/2017	0177808	Harmon, Loretta	\$879.60	
9/30/2017	0003113	Hauswald, Carol	\$342.84	
9/30/2017	0180341	Havertape, Lainey	\$894.44	
9/30/2017	0156429	Haynes, Bernice	\$492.27	
9/30/2017	0165694	Helmus, Sara	\$3,644.31	
9/30/2017	0000841	Herrera, Michelle	\$2,241.58	
9/30/2017	0159384	Herrmann, Julianne	\$3,459.28	
9/30/2017	0002953	Hirsch, Maynard	\$694.62	
9/30/2017	0000793	Hopkins, Margaret	\$2,800.50	
9/30/2017	0003127	Hubacek, Scott	\$620.46	
9/30/2017	0000922	Huff, Cheryl	\$660.74	
9/30/2017	0002912	Imburgia, Joseph	\$1,003.11	
9/30/2017	0061134	Iniquez, Jennifer	\$2,578.55	
9/30/2017	0174916	Iniquez, Michael	\$1,255.15	
9/30/2017	0176980	Jacklin, William	\$4,550.00	
9/30/2017	0182036	Jaeschke, Megan	\$300.00	
9/30/2017	0000876	Jaimes, Nydia	\$2,172.17	
9/30/2017	0173034	James, Nadja	\$3,335.34	

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings		
9/30/2017	0002876	Jaquez, Evelyn	\$1,781.08		
9/30/2017	0107686	Jara, Blanca	\$2,341.67		
9/30/2017	0003136	Jenkins, Anthony	\$711.99		
9/30/2017	0000785	Johnson, Caroline	\$2,241.58		
9/30/2017	0060105	Jonas, David	\$3,180.03		
9/30/2017	0173738	Joslin, Jeremy	\$3,299.21		
9/30/2017	0003017	Jundt, Gene	\$720.39		
9/30/2017	0003021	Kamien, Linda	\$365.69		
9/30/2017	0170840	Kanan, Martha	\$647.24		
9/30/2017	0003153	Karasek, Robert	\$542.91		
9/30/2017	0020803	Karlberg, Jeffrey	\$155.83		
9/30/2017	0000870	Kasprowicz, Michael	\$4,531.57		
9/30/2017	0190175	Kawal, Charles	\$286.71		
9/30/2017	0003157	Kelikian, Toula	\$3,221.71		
9/30/2017	0106675	Khalifeh, Khalaf	\$491.66		
9/30/2017	0165341	Klementzos, Jennifer	\$1,769.33		
9/30/2017	0158400	Knickerbocker, Sharon	\$903.80		
9/30/2017	0077801	Knowski, James	\$512.02		
9/30/2017	0000004	Kott, Micheal	\$3,750.00		
9/30/2017	0000021	Koutny, Linda	\$2,388.29		
9/30/2017	0048364	Kowalski, Kristofer	\$491.66		
9/30/2017	0000919	Krader, Geoffrey	\$5,264.63		
9/30/2017	0002957	Kupec, Debra	\$2,174.22		
9/30/2017	0107914	Labno, David	\$398.91		
9/30/2017	0184220	Lanciotti, David	\$314.33		
9/30/2017	0000755	Lanciotti, Lawrence	\$3,838.17		
9/30/2017	0000948	Lantz, Catherine	\$521.93		
9/30/2017	0003171	Lasorella, Dalania	\$527.37		
9/30/2017	0003023	Latham-Williams, Karen	\$1,142.80		
9/30/2017	0000832	Latto, Tara	\$1,261.00		
9/30/2017	0003176	Leven, Robert	\$762.25		
9/30/2017	0184718	Lewis, Ann	\$1,200.00		
9/30/2017	0000811	Lind, Carmen	\$5,165.38		
9/30/2017	0000833	Litwicki, Mark	\$3,221.60		
9/30/2017	0002926	Lopez, Beda	\$313.74		
9/30/2017	0060156	Lopez, Edwin	\$275.36		
9/30/2017	0003025	Lopez, Flora	\$1,101.23		

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings		
9/30/2017	0003094	Lopez, Noe	\$869.90		
9/30/2017	0002037	LoPresti, Joseph	\$1,336.62		
9/30/2017	0027824	Lorgus, Richard	\$652.42		
9/30/2017	0003033	Lozano, Gloria	\$1,769.33		
9/30/2017	0003026	Lubeck, Sarah	\$562.25		
9/30/2017	0160597	Lubenkov, Paul	\$654.88		
9/30/2017	0003100	Lyons, Kenneth	\$1,028.52		
9/30/2017	0155594	Machino, Jeri	\$4,227.04		
9/30/2017	0173996	Mallett, Klaudia	\$623.32		
9/30/2017	0154317	Mangia, Vlasta	\$1,579.38		
9/30/2017	0037631	Marquez, Carlos	\$491.66		
9/30/2017	0003027	Marquez, Maria	\$660.74		
9/30/2017	0000822	Martinez, Blanca	\$1,841.83		
9/30/2017	0168363	Martinez, Ernest	\$1,291.27		
9/30/2017	0167581	Martinez Jr, Salvador	\$1,246.64		
9/30/2017	0000955	Martinez, Raul	\$2,267.63		
9/30/2017	0183993	Martino, Shannon	\$942.99		
9/30/2017	0000869	Marzullo, Frank	\$6,213.75		
9/30/2017	0017224	Mata, Gabriela	\$1,760.75		
9/30/2017	0003232	Mathelier, Lisa	\$1,142.80		
9/30/2017	0003106	Matthews, Kay	\$1,028.52		
9/30/2017	0156656	Mazzone, Dominick	\$550.72		
9/30/2017	0003029	McCoy, C. James	\$1,321.46		
9/30/2017	0000732	McFadden, James	\$755.70		
9/30/2017	0000909	McGhee, Edward	\$1,886.77		
9/30/2017	0002697	McLaughlin, Keith	\$7,391.67		
9/30/2017	0003030	McManmon, Zoe	\$780.39		
9/30/2017	0016851	Medina, Gabriel	\$471.16		
9/30/2017	0007870	Mehmedagic, Selma	\$434.95		
9/30/2017	0165577	Merchant, Linda	\$984.00		
9/30/2017	0003123	Merritt, William	\$342.84		
9/30/2017	0002885	Miculinic, Bonnie	\$779.46		
9/30/2017	0177186	Miller, Jacquelyn	\$623.32		
9/30/2017	0003032	Miral, Luis	\$548.54		
9/30/2017	0170780	Miranda, Ashley	\$654.88		
9/30/2017	0000769	Mohr, Michele	\$4,610.59		
9/30/2017	0181768	Mollett, Melissa	\$3,218.75		

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings		
9/30/2017	0002467	Montgomery, Jered	\$1,084.98		
9/30/2017	0179082	Montolin, Olivia	\$2,121.17		
9/30/2017	0002708	Montoro, Roger	\$2,331.94		
9/30/2017	0054966	Montoro, Roger	\$1,241.00		
9/30/2017	0000839	Moore, Linda	\$3,340.79		
9/30/2017	0000816	Moravecek, Robert	\$797.22		
9/30/2017	0155712	Moreno, Benjamin	\$982.32		
9/30/2017	0076708	Moreno, Berta	\$299.18		
9/30/2017	0003131	Moses, Calvin	\$360.20		
9/30/2017	0187216	Moss, Neil	\$1,743.79		
9/30/2017	0000856	Munoz, Hector	\$3,443.88		
9/30/2017	0002935	Murphy, Martha	\$616.18		
9/30/2017	0000862	Napoletano, Elizabeth	\$496.65		
9/30/2017	0183667	Naroo, Harjit	\$0.03		
9/30/2017	0000910	Navarro, Rafael	\$1,549.08		
9/30/2017	0000815	Nedza, Michael	\$5,982.29		
9/30/2017	0111554	Nieves, Samantha	\$1,541.58		
9/30/2017	0049422	Ocampo, Jose	\$1,336.14		
9/30/2017	0003146	Ochoa-Galindo, Carmen	\$326.21		
9/30/2017	0000928	O'Connell, James	\$2,532.96		
9/30/2017	0081992	O'Halloran, Denis	\$311.66		
9/30/2017	0189933	Olvera, Roberto	\$2,777.90		
9/30/2017	0000747	Paez, Elizabeth	\$2,981.56		
9/30/2017	0003154	Palermo, Eileen	\$228.56		
9/30/2017	0000951	Paneral, Beth	\$1,505.94		
9/30/2017	0000778	Parise, Patricia	\$4,731.21		
9/30/2017	0082070	Patterson, Jessica	\$554.40		
9/30/2017	0002913	Pearson, Dennis	\$5,325.64		
9/30/2017	0000820	Pencheva, Tsonka	\$4,009.35		
9/30/2017	0007939	Perez, Armando	\$1,763.00		
9/30/2017	0000863	Perez, Guadalupe	\$1,841.79		
9/30/2017	0000950	Perez, Jaime	\$944.16		
9/30/2017	0003036	Perez, Margarita	\$1,007.24		
9/30/2017	0000776	Perez, Mireya	\$3,892.58		
9/30/2017	0003160	Perusich, James	\$685.68		
9/30/2017	0003038	Pettus, Exodus	\$969.08		
9/30/2017	0003039	Phillips, Carol	\$685.68		

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/30/2017	0177526	Pierce, Tommy	\$3,862.50
9/30/2017	0180195	Pipikios, Iwona	\$493.65
9/30/2017	0000752	Porod, Eric	\$3,154.54
9/30/2017	0000771	Potempa, John	\$4,535.42
9/30/2017	0007416	Pranger, Norbert	\$520.81
9/30/2017	0160605	Primm, Rebecca	\$2,675.99
9/30/2017	0000848	Pullia, Nicole	\$1,628.29
9/30/2017	0041753	Quiroga-Nevarez, Daiana	\$2,186.88
9/30/2017	0000743	Raigoza, Suzanna	\$2,529.72
9/30/2017	0188076	Ramirez, Aurelia	\$1,220.02
9/30/2017	0003041	Ramirez, Elaine	\$969.08
9/30/2017	0000889	Ramirez, Jose	\$1,719.56
9/30/2017	0168948	Ray, Anthony	\$5,175.00
9/30/2017	0000953	Raygoza, Liliana	\$1,743.83
9/30/2017	0156449	Raymond, Mary	\$3,734.57
9/30/2017	0000726	Reft, Jennifer	\$3,989.50
9/30/2017	0168949	Rein, Jack	\$218.29
9/30/2017	0003168	Reynard, Michael	\$1,015.15
9/30/2017	0189140	Ridyard, Melissa	\$2,125.00
9/30/2017	0003172	Ritz, Jim	\$1,371.36
9/30/2017	0000872	Rivas, Angel	\$1,555.33
9/30/2017	0000795	Rivera, Doris	\$2,500.00
9/30/2017	0000925	Rivera, Juan	\$2,162.51
9/30/2017	0000748	Rodriguez, Diana	\$2,465.74
9/30/2017	0156404	Rodriguez Jr, Jesus	\$2,135.96
9/30/2017	0003042	Rohl, Michael	\$534.98
9/30/2017	0000851	Roland, H.M. Joyce	\$723.25
9/30/2017	0056628	Roman, Daniel	\$4,904.57
9/30/2017	0161489	Romero, Julian	\$1,458.48
9/30/2017	0165693	Romero Yuste, Maria	\$5,566.09
9/30/2017	0000741	Ross, Robert	\$1,528.87
9/30/2017	0000797	Ruiz, Ruben	\$3,662.37
9/30/2017	0000895	Rutka, Leonard	\$3,443.01
9/30/2017	0183877	Ruxton, Deborah	\$518.58
9/30/2017	0000754	Sajatovic, Mark	\$1,941.21
9/30/2017	0156479	Samplawski, Phyllis	\$311.66
9/30/2017	0007859	Sanatore-Shanahan, Joann	\$916.27

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings	
9/30/2017	0058030	Sanchez, Alberto	\$490.49	
9/30/2017	0000907	Sanchez, Luis	\$4,718.33	
9/30/2017	0003044	Sanchez, Pedro	\$562.25	
9/30/2017	0003018	Sandoval, Jamie	\$829.32	
9/30/2017	0047239	Sandoval, Rosaura	\$24.64	
9/30/2017	0162444	Sanei, Maxwell	\$207.77	
9/30/2017	0082829	Sarabia, Angel	\$826.08	
9/30/2017	0000737	Sarther, Diane	\$5,851.01	
9/30/2017	0003149	Sassetti, James	\$685.68	
9/30/2017	0000921	Scatchell, Candyce	\$2,254.54	
9/30/2017	0003134	Schmidt, Joseph	\$625.39	
9/30/2017	0000898	Schmitt, Robert	\$4,596.03	
9/30/2017	0000860	Schoepf, Cheryl	\$2,238.00	
9/30/2017	0160546	Schrey, Courtney	\$616.04	
9/30/2017	0002963	Schultz, Marcia	\$978.63	
9/30/2017	0002668	Sedaie, Behrooz	\$4,433.06	
9/30/2017	0189751	Selvaggio, Nicole	\$299.18	
9/30/2017	0000731	Seo, Kymberly	\$5,217.75	
9/30/2017	0000861	Seropian, Daniel	\$813.60	
9/30/2017	0002709	Shouba, Derek	\$4,885.52	
9/30/2017	0003089	Sleeth, Bradley	\$3,894.52	
9/30/2017	0121377	Smith, Daniel	\$826.08	
9/30/2017	0003170	Smith, Duane	\$1,441.11	
9/30/2017	0003165	Smith-Irowa, Pamela	\$1,080.60	
9/30/2017	0181260	Smith, Jeanine	\$1,384.22	
9/30/2017	0000789	Smith, Maria	\$1,657.00	
9/30/2017	0190578	Solarski, Lauren	\$227.95	
9/30/2017	0000939	Sonnier, Celeste	\$3,391.50	
9/30/2017	0000842	Soto, Marlene	\$2,141.76	
9/30/2017	0000882	Soto, Martin	\$2,548.67	
9/30/2017	0125437	Soto, Yasna	\$1,380.29	
9/30/2017	0000943	Spaniol, Scott	\$4,190.53	
9/30/2017	0003155	Spoleti, Thomas	\$978.63	
9/30/2017	0160304	Stanukinas, Melissa	\$292.20	
9/30/2017	0182711	Steadman, Michael	\$1,182.76	
9/30/2017	0184165	Stefanski, Eric	\$299.18	
9/30/2017	0003147	Steik, Philip	\$652.42	

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings	
9/30/2017	0005838	Steinz, Margaret	\$1,510.22	
9/30/2017	0007897	Stella, Leslie	\$251.76	
9/30/2017	0003141	Stevens, Jane	\$651.40	
9/30/2017	0003137	Stewart, Constance	\$914.24	
9/30/2017	0176470	Stewart, Tiffany	\$1,037.16	
9/30/2017	0099337	Stillo, Louis	\$826.08	
9/30/2017	0000761	Styer, Audrey	\$5,457.53	
9/30/2017	0190101	Sulack, Alexandra	\$333.94	
9/30/2017	0003130	Sun, Yizhong	\$342.72	
9/30/2017	0189488	Swint, Ashley	\$299.18	
9/30/2017	0000897	Sykora, Donald	\$4,164.69	
9/30/2017	0156444	Talwar, Sundeep	\$591.38	
9/30/2017	0154190	Taylor, Kimberly	\$1,174.35	
9/30/2017	0161138	Tejeda, Erika	\$2,236.38	
9/30/2017	0159232	Thelemaque, Cristina	\$1,403.62	
9/30/2017	0003048	Tito, Frank	\$702.82	
9/30/2017	0000738	Torres, Gina	\$2,411.67	
9/30/2017	0160493	Traver, David	\$669.82	
9/30/2017	0003051	Trevino-Garcia, Linda	\$548.54	
9/30/2017	0177705	Truly, Donald	\$357.38	
9/30/2017	0002931	Turner, Jocelyn	\$978.63	
9/30/2017	0000019	Ulbrich, Scott	\$2,825.04	
9/30/2017	0003055	Ulit, Enriqueta	\$528.59	
9/30/2017	0003107	Vacek, Sarah	\$1,028.52	
9/30/2017	0003057	Valeriano, Joann	\$434.95	
9/30/2017	0000886	Vargas, Maria	\$2,265.29	
9/30/2017	0000796	Vazquez, Luis	\$147.92	
9/30/2017	0000823	Vega, Alfonso	\$1,736.58	
9/30/2017	0166301	Vega-Huezo, Wendy	\$3,000.00	
9/30/2017	0000808	Velazquez, Marisol	\$3,986.66	
9/30/2017	0152888	Voight, William	\$311.66	
9/30/2017	0000868	Walley, Cynthia	\$4,126.69	
9/30/2017	0000817	Walsh, Cheryl	\$369.66	
9/30/2017	0013245	Warren, John	\$2,981.19	
9/30/2017	0000803	Wedge, Frances	\$3,735.25	
9/30/2017	0000758	Weinstein, Thomas	\$2,467.83	
9/30/2017	0160501	Willit, James	\$616.04	

Morton College - Payroll Register - Period Ending September 30, 2017

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
9/30/2017	0190102	Windham, Brandie	\$1,992.13
9/30/2017	0003059	Winningham, Susan	\$548.54
9/30/2017	0189580	Winters, Jacob	\$398.91
9/30/2017	0000767	Wolff, Michael	\$147.92
9/30/2017	0000736	Wood, Robert	\$4,794.54
9/30/2017	0133829	Yaghoubi, Poupak	\$623.32
9/30/2017	0000942	Yanez, Rodolfo	\$2,323.13
9/30/2017	0170839	Young, Cynthia	\$916.27
9/30/2017	0165741	Young-Huff, Evelyn	\$3,944.62
9/30/2017	0003061	Zabransky, Angela	\$418.32
9/30/2017	0003091	Zeni, Wendy	\$342.84
9/30/2017	0003086	Zick, Jennifer	\$342.84
9/30/2017	0000813	Zukauskas, Karolis	\$4,294.58
9/30/2017	0000883	Zych, Antoinette	\$2,702.04

Total \$679,746.75 From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: Maria Anderson; Mireya Perez

Subject: Fwd: Morton Sept budget report

Date: Friday, October 27, 2017 3:29:10 PM

Attachments: MC- September 17 Budget.pdf

ATT00001.htm

Ok

Begin forwarded message:

From: "Mireya Perez" < mireya.perez@morton.edu>

To: "Stan Fields" < stan.fields@morton.edu>

Cc: "Maria Anderson" < maria.anderson@morton.edu >, "Melissa Mollett"

<melissa.mollett@morton.edu>

Subject: FW: Morton Sept budget report

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING SEPTEMBER 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: Friday, October 27, 2017 12:17 PM

To: Mireya Perez < <u>mireya.perez@morton.edu</u>>

Subject: Morton Sept budget report

Attached is the September budget report for Morton College.

Morton Community College Budget Report For 3 Months Ending September 30, 2017



Imagine what you can do!

Morton Community College Budget Report Summary For 3 Months Ending September 30, 2017

<u>Funds</u>	 Actual	 Budget	%	F	Budget Remaining
Education Fund	_	 _			
Revenue Expenditures	\$ 8,335,501 (4,640,076)	\$ 23,627,720 (21,014,849)	35.3% 22.1%	\$	15,292,219 (16,374,773)
Net	\$ 3,695,425	\$ 2,612,871		\$	(1,082,554)
Operations & Maintenance Fund Revenue Expenditures	\$ 1,155,727 (716,909)	\$ 3,693,440 (3,693,440)	31.3% 19.4%	\$	2,537,713 2,976,531
Net	\$ 438,818	\$ -		\$	(438,818)
Restricted Purpose Fund					
Revenue Expenditures	\$ 199,314 (3,010,693)	\$ 16,845,722 (16,845,722)	1.2% 17.9%	\$	16,646,408 (13,835,029)
Net	\$ (2,811,379)	\$ 		\$	2,811,379
Audit Fund Revenue Expenditures	\$ 16,494 -	\$ 87,750 (82,400)	18.8% 	\$	71,256 (82,400)
Net	\$ 16,494	\$ 5,350		\$	(11,144)
<u>Liability, Protection & Settlement Fund</u> Revenue Expenditures	\$ 186,322 (247,082)	\$ 744,700 (697,000)	25.0% 35.4%	\$	558,378 (449,918)
Net	\$ (60,760)	\$ 47,700		\$	108,460
General Bond Obligation Fund Revenue Expenditures	\$ 160,411 -	\$ 634,178 (672,941)	25.3% 0.0%	\$	473,767 (672,941)
Net	\$ 160,411	\$ (38,763)		\$	(199,174)
Operations & Maintenance (Restricted) Fund Revenue Expenditures	\$ - (74,941)	\$ 360,000 (360,000)	0.0% 20.8%	\$	360,000 (285,059)
Net	\$ (74,941)	\$ <u>-</u>		\$	74,941
Auxiliary Fund Revenue Expenditures	\$ 644,126 (446,025)	\$ 2,016,500 (2,016,938)	31.9% 	\$	1,372,374 (1,570,913)
Net	\$ 198,101	\$ (438)		\$	(198,539)
Working Cash Fund Revenue Expenditures	\$ 25,610 -	\$ 50,000 (50,000)	51.2% 0.0%	\$	24,390 (50,000)
Net	\$ 25,610	\$ 		\$	(25,610)
All Funds Revenue Expenditures	\$ 10,723,505 (9,135,726)	\$ 48,060,010 (45,433,290)	22.3% 20.1%	\$	37,336,505 (36,297,564)
Net	\$ 1,587,779	\$ 2,626,720		\$	1,038,941

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 1,739,677	\$ 7,083,000	24.6%	\$ 5,343,323
Total Local Government	1,739,677	7,083,000	24.6%	5,343,323
CORPORATE PERSONAL PROPERTY TAXES	4,934	650,000	0.8%	645,066
STATE GOVERNMENT				
ICCB credit hour grants	709,903	1,846,190	38.5%	1,136,287
ICCB equalization grants	1,027,982	4,111,930	25.0%	3,083,948
Total State Government	1,737,885	5,958,120	29.2%	4,220,235
STUDENT TUITION AND FEES				
Tuition	3,965,283	8,024,000	49.4%	4,058,717
Fees	859,030	1,761,800	48.8%	902,770
Total Tuition and Fees	4,824,313	9,785,800	49.3%	4,961,487
MISCELLANEOUS				
Sales and service fees	9,785	55,800	17.5%	46,015
Investment revenue	18,907	15,000	126.0%	(3,907)
Nongovernmental gifts & scholarships	<u> </u>	30,000	0.0%	30,000
Total Other Sources	28,692	100,800	28.5%	72,108
Total Revenue	8,335,501	23,577,720	35.4%	15,242,219
Transfers in		50,000	0.0%	50,000
Total Revenue and Transfers in	\$ 8,335,501	\$ 23,627,720	35.3%	\$ 15,292,219

				Budget
	Actual	Budget	%	Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 1,378,171	\$ 7,758,302	17.8%	\$ 6,380,131
Employee benefits	179,360	647,545	27.7%	468,185
Contractual services	25,548	149,500	17.1%	123,952
Material and supplies	56,206	374,350	15.0%	318,144
Conferences and meetings	1,533	26,150	5.9%	24,617
Total Instruction	1,640,818	8,955,847	18.3%	7,315,029
Academic Support				
Salaries	245,338	1,203,182	20.4%	957,844
Employee benefits	41,354	213,578	19.4%	172,224
Contractual services	104,411	215,000	48.6%	110,589
Material and supplies	53,184	265,470	20.0%	212,286
Conferences and meetings	5,645	33,500	16.9%	27,855
Fixed charges		50,000	0.0%	50,000
Total Academic Support	449,932	1,980,730	22.7%	1,530,798
Student Services				
Salaries	378,091	1,690,095	22.4%	1,312,004
Employee benefits	69,079	243,264	28.4%	174,185
Contractual services	31,989	230,000	13.9%	198,011
Material and supplies	6,998	145,150	4.8%	138,152
Conferences and meetings	6,235	63,650	9.8%	57,415
Fixed charges	-	14,800	0.0%	14,800
Total Student Services	492,392	2,386,959	20.6%	1,894,567

				Budget
	Actual	Budget	%	Remaining
EXPENDITURES				
Public Service/Continuing Education				
Salaries	51,242	216,338	23.7%	165,096
Employee benefits	8,118	36,208	22.4%	28,090
Contractual services	4,071	28,879	14.1%	24,808
Material and supplies	2,072	25,684	8.1%	23,612
Conferences and meetings		2,500	0.0%	2,500
Total Public Service/Continuing Education	65,503	309,609	21.2%	244,106
Auxiliary Services				
Salaries	53,159	229,214	23.2%	176,055
Employee benefits	8,043	29,029	27.7%	20,986
Contractual services	110,938	218,000	50.9%	107,062
Material and supplies	21,637	100,750	21.5%	79,113
Conferences and meetings	31,001	133,000	23.3%	101,999
Fixed charges	-	16,000	0.0%	16,000
Capital outlay	5,000	5,000	100.0%	<u> </u>
Total Auxiliary Services	229,778	730,993	31.4%	501,215
Institutional Support				
Salaries	495,828	2,260,164	21.9%	1,764,336
Employee benefits	96,645	424,047	22.8%	327,402
Contractual services	689,673	1,687,400	40.9%	997,727
Material and supplies	94,113	382,100	24.6%	287,987
Conferences and meetings	33,012	217,000	15.2%	183,988
Fixed charges	578	1,000	57.8%	422
Other	406	40,000	1.0%	39,594
Total Institutional Support	1,410,255	5,011,711	28.1%	3,601,456

EXPENDITURES	Actual	Budget	%	Budget Remaining
Scholarships, Student Grants & Waivers				
Student grants and scholarships	349,216	1,014,000	34.4%	664,784
Other	2,182	45,000	4.8%	42,818
Total Scholarships, Student Grants & Waivers	351,398	1,059,000	33.2%	707,602
Contingencies		200,000	0.0%	200,000
Total Expenditures	4,640,076	20,634,849	22.5%	15,994,773
Transfers out		380,000	0.0%	380,000
Total Expenditures and Transfers out	\$ 4,640,076	\$ 21,014,849	22.1%	\$ 16,374,773

	Actual		Budget		<u>%</u>	Budget Remaining		
REVENUE								
LOCAL GOVERNMENT								
Property taxes	\$	328,998	\$	1,383,000	23.8%	\$	1,054,002	
CORPORATE PERSONAL PROPERTY TAXES		4,934		650,000	0.8%		645,066	
STUDENT FEES								
Fees		820,275		1,639,440	50.0%		819,165	
Total Student Fees		820,275		1,639,440	50.0%		819,165	
MISCELLANEOUS								
Sales and service fees		355		5,000	7.1%		4,645	
Facilities		-		14,000	0.0%		14,000	
Investment revenue		1,165		2,000	58.3%		835	
Total Miscellaneous		1,520		21,000	7.2%		19,480	
Total Revenue	\$	1,155,727	\$	3,693,440	31.3%	\$	2,537,713	
EXPENDITURES								
By Program:								
Operations and Maintenance of Plant								
Salaries	\$	386,573	\$	1,799,346	21.5%	\$	1,412,773	
Employee benefits		67,766		245,810	27.6%		178,044	
Contractual services		50,774		563,000	9.0%		512,226	
Material and supplies		27,424		165,984	16.5%		138,560	
Conferences and meetings		623		6,000	10.4%		5,377	
Utilities		183,749		888,300	20.7%		704,551	
Capital outlay		-		15,000	0.0%		15,000	
Other		-		10,000	0.0%		10,000	
Total Operations and Maintenance of Plant		716,909		3,693,440	19.4%		2,976,531	
Total Expenditures	\$	716,909	\$	3,693,440	19.4%	\$	2,976,531	

REVENUE	 Actual	_	Budget	<u></u> %	R	Budget emaining
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	199,314		12,089,330	1.6%		11,890,016
Other	-		442,600	0.0%		442,600
Total Federal Government	 199,314		12,531,930	1.6%		12,332,616
Total Revenue	\$ 199,314	\$	16,845,722	1.2%	\$	16,646,408

	Actual		Budget		%		Budget Remaining	
EXPENDITURES								
By Program:								
Instruction								
Salaries	\$	230,910	\$	911,531	25.3%	\$	680,621	
Employee benefits	•	16,283	•	2,048,856	0.8%	·	2,032,573	
Contractual services		13,368		122,872	10.9%		109,504	
Material and supplies		329		146,709	0.2%		146,380	
Conferences and meetings		4,617		21,399	21.6%		16,782	
Total Instruction		265,507		3,251,367	8.2%		2,985,860	
Academic Support								
Employee benefits				250,000	0.0%		250,000	
Total Academic Support				250,000	0.0%		250,000	
Student Services								
Employee benefits				350,000	0.0%		350,000	
Total Student Services				350,000	0.0%		350,000	
Public Service/Continuing Education								
Salaries		35,765		143,170	25.0%		107,405	
Employee benefits		6,766		110,185	6.1%		103,419	
Contractual services		28,008		2,200	1273.1%		(25,808)	
Material and supplies		-		2,580	0.0%		2,580	
Conferences and meetings		1,574		12,465	12.6%		10,891	
Total Public Service/Continuing Education		72,113		270,600	26.6%		198,487	

	Actual	Budget	%	Budget Remaining
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	13,080	97,661	13.4%	84,581
Student grants and scholarships	2,659,993	11,500,000	23.1%	8,840,007
Other		151,094	0.0%	151,094
Total Scholarships, Student Grants & Waivers	2,673,073	11,748,755	22.8%	9,075,682
Total Expenditures	\$ 3,010,693	\$ 16,845,722	17.9%	\$ 13,835,029

	 Actual		Budget	%	Budget Remaining	
REVENUE						
LOCAL GOVERNMENT						
Property taxes	\$ 16,491	\$	67,700	24.4%	\$	51,209
MISCELLANEOUS						
Investment revenue	 3		50	6.0%		47
Total Revenue	 16,494		67,750	24.3%		51,256
Transfers in	 		20,000	0.0%		20,000
Total Revenue and Transfers in	\$ 16,494	\$	87,750	18.8%	\$	71,256
EXPENDITURES						
By Program:						
Institutional Support Contractual services	\$ -	\$	82,400	0.0%	\$	82,400

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES

	Actual		Budget		%	Budget Remaining	
REVENUE							
LOCAL GOVERNMENT							
Property taxes	\$	186,298	\$	744,600	25.0%	\$	558,302
MISCELLANEOUS							
Investment revenue		24		100	24.0%		76
Total Revenue	\$	186,322	\$	744,700	25.0%	\$	558,378
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		215		55,000	0.4%		54,785
Contractual services		246,867		370,000	66.7%		123,133
Fixed charges		-		100,000	0.0%		100,000
Total Institutional Support		247,082		525,000	47.1%		277,918
Total Expenditures	\$	247,082	\$	697,000	35.4%	\$	449,918

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES

	 Actual		Budget	<u></u> %	Budget Remaining	
REVENUE						
LOCAL GOVERNMENT Property taxes	\$ 160,390	\$	634,078	25.3%_	\$	473,688
MISCELLANEOUS Investment revenue	 21		100	21.0%		79
Total Revenue	\$ 160,411	\$	634,178	25.3%	\$	473,767
EXPENDITURES By Program: Institutional Support Fixed charges	\$ 	\$	672,941	0.0%	\$	672,941
Total Expenditures	\$ 	\$	672,941	0.0%	\$	672,941

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

25%

For 3 Months Ending September 30, 2017

	 Actual	 Budget	<u></u> %	Budget emaining
TRANSFERS IN	\$ <u>-</u>	\$ 360,000	0.0%	\$ 360,000
EXPENDITURES By Program: Operations and Maintenance of Plant Contractual services	\$ 66,850	\$ 350,000	19.1%	\$ 283,150
Capital outlay Total Operation and Maintenance of Plant	8,091 74,941	10,000 360,000	20.8%	1,909 285,059
Total Expenditures	\$ 74,941	\$ 360,000	20.8%	\$ 285,059

AUXILIARY FUND REVENUE AND EXPENDITURES

For 3 Months Ending September 30, 2017

		Actual		Budget	%	R	Budget emaining
REVENUE							
SALES AND SERVICE FEES							
Bookstore	\$	644,126	\$	2,016,500	31.9%	\$	1,372,374
Total Revenue	\$	644,126	\$	2,016,500	31.9%	\$	1,372,374
EXPENDITURES							
By Program:							
Auxiliary Services Salaries	\$	34,601	\$	192,397	18.0%	\$	157,796
Employee benefits	*	4,503	,	23,991	18.8%	,	19,488
Contractual services		11,416		16,000	71.4%		4,584
Material and supplies		395,505		1,781,550	22.2%		1,386,045
Conferences and meetings		-		3,000	0.0%		3,000
Total Auxiliary Services		446,025		2,016,938	22.1%		1,570,913
Total Expenditures	\$	446,025	\$	2,016,938	22.1%	\$	1,570,913

WORKING CASH FUND REVENUE AND EXPENDITURES

For 3 Months Ending September 30, 2017

		Actual	 Budget	%	Budget maining
REVENUE					
OTHER SOURCES Investment revenue	\$	25,610	\$ 50,000	51.2%	\$ 24,390
Total Revenue	\$	25,610	\$ 50,000	51.2%	\$ 24,390
TRANSFERS OUT	<u></u> \$	<u>-</u>	\$ 50,000	0.0%	\$ 50,000

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: <u>Maria Anderson</u>; <u>Mireya Perez</u>

Subject: Fwd: Action Item 8.3 for 11/13/17 Board Meeting

Date: Friday, October 27, 2017 3:29:24 PM

Attachments: TR 9-30-17.pdf

ATT00001.htm

Ok

Begin forwarded message:

From: Mireya Perez <<u>mireya.perez@morton.edu</u>>
Date: October 27, 2017 at 12:17:44 PM CDT
To: Stan Fields <<u>stan.fields@morton.edu</u>>

Cc: Maria Anderson < maria.anderson@morton.edu >, Melissa Mollett

<melissa.mollett@morton.edu>

Subject: FW: Action Item 8.3 for 11/13/17 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR SEPTEMBER 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: Friday, October 27, 2017 12:10 PM

To: Mireya Perez < mireya.perez@morton.edu >

Subject: FW: Action Item 8.3 for 11/13/17 Board Meeting

Mireya

OK to go to the Board

Morton College Treasurer's Report

Month Ending: September 30, 2017

Institution	Purchased	Principal	Rate	Туре	Maturity
Fifth Third, Cicero					
	21-Feb-03	\$ 703.62	5.0000%	GNMA	15-Jan-18
	21-Feb-03	\$ -	5.5000%	GNMA	15-Jan-17
	1-May-06	\$ 620,201.08	0.0100%	Money Market	30-Sep-17
	Sum	\$ 620,904.70			
The Illinois Funds, Springfield		¢40.422.242.00	0.04009/	TIF Prime Fund	20 San 47
	1-May-06	\$10,123,243.09	0.0100%	HE Prime Fund	30-Sep-17
	Sum	\$10,123,243.09			
Grand Total		\$10,744,147.79			

MORTON COLLEGE RENEWAL AGREEMENT WITH GRADIMAGES

This Terms and Conditions ("Agreement") is entered into between the Board of Trustees of Morton College District 527 ("College") and GradImages, a division of Iconic Group, Inc. ("Contractor") for the provision of graduation photography for students of the College ("Services"). For convenience, the College and Contractor will be referred individually as a "Party" and collectively as the "Parties". This Agreement governs the relationship of the Parties in relation to the Services and supersedes and replaces all of the conflicting terms contained in any prior agreements, terms and conditions or purchase orders entered between the Parties.

- 1. **Contract Documents.** This Agreement amends the Request for Service executed by the Parties on July 10, 2014, attached hereto as Exhibit A, only to the extent the Request for Service conflicts with the Agreement.
- 2. **Incorporation by Reference.** The Request for Service and its terms, attached hereto as Exhibit A, is hereby incorporated herein by reference as if fully set forth herein.
- 3. **Term.** In accordance with the terms of the Request for Service attached hereto as Exhibit A, the College and Contractor are extending the original agreement for Services through December 31, 2019.
- 4. **Services.** The Services, as defined herein, include those described in Exhibit A.
- 5. **Payment Terms.** The Services provided are at no cost to the College.

6. Standard of Care.

- a. Contractor represents that the Services performed under this Agreement will be performed with the care and skill ordinarily exercised under similar conditions in the same or similar location.
- b. Contractor shall be liable to the College for any and all damage to College owned property when providing the Services.
- 7. **Insurance.** Contractor represents that it maintains insurance in accordance with the Certificate of Liability Insurance attached hereto as Exhibit B.
- 8. **Indemnification.** Contractor agrees to indemnify, hold harmless, and defend the College, its officials, officers, the Board of Trustees, directors, agents, attorneys, employees and representatives from and against any loss, damage, injury, claim, or liability arising from and to the extent caused by the acts or omissions of the Contractor, its agents or subcontractors, including but not limited to damages for breach of this Agreement.

9. Termination.

- a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if the substantial failure has been remedied before expiration of the seven (7) day notice period.
- b. This Agreement may be terminated without cause by the College upon at least thirty (30) days' written notice.

- c. In the event of termination, Contractor shall be paid for only the Services performed prior to the termination date set forth in the notice of termination. The College shall not be liable for any lost profits or other expenses incurred by Contractor.
- 10. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois regardless of conflict of law principles. Both parties agree that the exclusive venue for any claim, controversy, or litigation arising from this Agreement shall be Cook County, Illinois.
- 11. Compliance with Laws. All labor furnished by Contractor and its subcontractors, if applicable, shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Illinois Human Rights Commission, the Illinois Department of Human Rights, EEOC, the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, and all applicable Cook County, ordinances, or regulations (collectively, the "Laws").
- 12. **Relationship of the Parties.** It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to the College arising out of this Agreement shall be that of an independent contractor.
- 13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements or understandings, if any. Any changes or modifications to this Agreement shall be in writing executed by the duly authorized representatives of the Parties.
- 14. **Assignment.** This Agreement may not be assigned by Contractor without the express written consent of the College.
- 15. **Severability.** If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect.
- 16. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

17. Authority.

- a. The College and Contractor represent and warrant that the undersigned has the authority to bind each respective Party.
- b. To the extent applicable, the College and Contractor represent and warrant that this Agreement has been formally approved by each Party's governing body and in accordance with applicable law.

[INTENTIONALLY BLANK]

18. **Exhibits**. All exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein on condition that they are not in conflict with the terms herein. Those exhibits which contain a conflict with the terms herein are hereby superseded by the terms of this Agreement.

Signature:
Title:
Date:
GRADIMAGES, a division of Iconic Group, Inc.
Signature: Danille Dentzau
Title:Client Services Specialist
Date:11/2/2017

MORTON COLLEGE DISTRICT 527

A RESOLUTION APPROVING AND ADOPTING AN AGREEMENT BETWEEN MORTON COLLEGE AND GRADIMAGES, A DIVISION OF ICONIC GROUP, INC.

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 a vendor to provide graduation photography for its students; and

WHEREAS, GradImages, a division of Iconic Group, Inc. ("GradImages") provides graduation photography; and

WHEREAS, Morton desires to enter into an agreement with GradImages for the provision of graduation photography, at no cost to Morton. Said agreement is attached hereto as Exhibit A and is hereinafter referred to as the "Agreement"; and

WHEREAS, GradImages desires to enter into the Agreement with Morton to provide graduation photography to Morton students; 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 with GradImages, attached hereto as Exhibit A.

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 GradImages, 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 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 _ 13th day of November, 2017.	nays at a Re	egular Meeting o	f the Board of Tr	ustees held this
Chair, Board of Trustees				
Illinois Community College Distri	ict No. 527			
Attest:				

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

EXHIBIT A



3490 Martin Hurst Rd Tallahassee, FL 32312

800.628.4509 850.574.0774

Morton College REQUEST FOR SERVICE Graduation Photography

We understand that GradImages® will:

- Provide this service at no cost to the school.
- Schedule professional photographers to arrive at least ninety (90) minutes before each ceremony to arrange the photographer's position with the school contact.
- Capture multiple photos of every graduate. The school will have the final decision as to the number of photography locations offered to graduates.
- Mail, text and/or email each graduate photographed a passport-sized photo proof following graduation, along with the opportunity to select from a variety of photo packages, with no obligation to purchase.
- Fulfill the orders of graduates and ship them within 7 days of receiving their orders.
- Guarantee complete satisfaction to the students and their parents, or their money will be refunded.
- Protect the students' right to privacy by not selling or providing the names and addresses of our candidates for graduation to another company for any purpose.
- Provide photographer on location to take public relations photos before, during and after the event of various faculty members, administration, and candids of graduates.
- Provide the school with documentation of the ceremony, speakers and dignitaries through images furnished on a CD or other appropriate media.

We agree to provide GradImages®:

- Exclusive rights to capture the image of the graduates by means that include still photography.
 This is for the purpose of producing photographs and images to be marketed to the graduates by means that include, but are not limited to, mail, e-mail, telephone, fax and internet.
- The names, home addresses, and email addresses of anticipated graduates at least four weeks
 prior to the graduation ceremony (by email, CD, list, or address cards), for the purpose of
 delivering proof images.

Terms:

The rights to photograph our graduates through 2017.

• This agreement can be extended for an additional two year period at the discretion of an authorized school representative.

Places sign and return a conv to Gradimagos®

, and lease sign and return a co	opy to Gradinagese.
	Danuelle M'dutash
Authorized Signature	Authorized Signature
School Representative	GradImages® A division of Event
Illeria Alaba alala	Photography Group
USE MA HULLS 11414	Danielle McIntosh 7/10/2014
Runted Name & Date Signed	Printed Name & Date Signed
Isan, Student Development Title	Regional Account Manager Title

Client#: 1137896 ICONIGRO

$ACORD_{\scriptscriptstyle{\mathbb{M}}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate florider in fied of such endorsement(s).						
PRODUCER	CONTACT Sandy Richmond					
USI Insurance Services LLC	PHONE (A/C, No, Ext): 616 288-4100 FAX (A/C, No): 616-2	88-4135				
333 Bridge Street NW	E-MAIL ADDRESS: Sandy.Richmond@usi.com					
Suite 400	INSURER(S) AFFORDING COVERAGE	NAIC#				
Grand Rapids, MI 49504	INSURER A : Zurich American Insurance Compa	16535				
INSURED	INSURER B : Zurich American Insurance Compa	16535				
Iconic Group, Inc.	INSURER C : Illinois National Insurance Com	23817				
1175 Peachtree St NE Ste 425	INSURER D:					
Atlanta, GA 30361	INSURER E:					
	INSURER F:					

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM 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.

LTR	TYPE OF INSURANCE	INSR WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		CPO0594884303	03/01/2017	03/01/2018	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		CPO0594884303	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR		AUC594886503	03/01/2017	03/01/2018	EACH OCCURRENCE	\$7,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$7,000,000
	DED X RETENTION \$0						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC019507502	03/01/2017	03/01/2018	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	117.6				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Internet/Cyb		12505755	03/01/2017	03/01/2018	\$2,000,000	
DESC	PIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101 Additional Pemarks Schedule	may be attached if me	ore enace is requ	ired)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Morton College 3801 S Central Ave Cicero, IL 60804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
·	AUTHORIZED REPRESENTATIVE
	Idonas a Chilan

© 1988-2014 ACORD CORPORATION. All rights reserved.

This page has been left blank intentionally.

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of November 13, 2017, or the execution of the Agreement by both parties (the "Effective Date") between Morton College ("School"), and VHS of Illinois, Inc., d/b/a MacNeal Hospital ("Hospital").

RECITALS:

- A School offers to enrolled students a degree program in the field of Nursing.
- B Hospital operates a comprehensive inpatient facility licensed in the State of Illinois ("State").
- C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.
- D Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties related to the Program as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator for complying with the terms herein. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

- **Health Related Requirements.** Two (2) weeks prior to Program Participants reporting to Hospital, School shall provide to Hospital documentation that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her reporting to Hospital. Such documentation shall include without limitation the completion of Hospital's Immunization Information Form; a two-step TB screening or a Quantiferon Gold test (within the last three months). If Program Participant has a history of a positive TB skin test/Quantiferon test, or tests positive for TB, documentation of the positive test is required and a copy of a chest x-ray taken within the past three months. If Program Participant took medication for active/latent tuberculosis, records must be provided. Proof of immunization against or immunity for Measles (Rubeola), Mumps, Rubella, Varicella and Tetanus, as well as Diptheria and Pertussis (TDAP). Proof of immunization against or immunity for Hepatitis B or declination of vaccine. Proof of annual influenza immunization is required if Program Participant is on Hospital premises between October 1 and March 31. A negative drug screen. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.
- d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.
- e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to

the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

- g. **Training**. Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, Hospital may require that the individual view a video regarding Hospital's patient information privacy policies and practices in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the video.
- h. **Background Verifications.** Two (2) weeks prior to reporting to Hospital, School must complete and provide documentation to Hospital that the Program Participant has met Hospital's background screening requirements. Background screening must include: Social Security Number trace; 7-year criminal record search; check of sexual offender registry; check of OIG/GSA exclusion list as verification of eligibility to participate in all federal and state health programs; primary source verification of license/certification, if applicable. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.
- i. **Drug Screens**. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.
- j. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. **RESPONSIBILITIES OF HOSPITAL.**

- a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- 3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

- a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.
- b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

- a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.
- b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.
- 5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- 6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital ("Confidential Information"). School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or

treatment methods developed by Hospital, and which is not otherwise available to the public. As between Hospital, its affiliates, and School, any Confidential Information of Hospital or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers.

- b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.
- c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients. School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of patient information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

Privacy of Health Information. School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been deidentified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward

such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

- e. **FERPA Compliance.** Hospital agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") in relation to School's students to the same extent as such laws and regulations apply to the School and shall limit access to only those employees or agents as required by FERPA.
- f. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.
- g. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide

a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000 each accident;

\$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

- c. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage.
- d. School and Hospital each shall secure and maintain at all times during the Term, at their sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The term of this Agreement ("Term"), shall be three (3) year(s) commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for two (2) additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning

on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

- a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed four (4) months.
- b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information. Upon expiration or termination of this Agreement, School shall not be bound or obligated to retain any Protected Health Information and may return the same to the Hospital.
- 11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- 13. **DISCLOSURE OF TERMS OF AGREEMENT.** School shall not refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital. Notwithstanding, Hospital acknowledges that School is a governmental entity and subject to public disclosure laws such as the Illinois Freedom of Information Act and the Illinois Open Meetings Act and must comply with the same.

- 14. **ARBITRATION**. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.
- ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.
- 16. **COMPLIANCE OBLIGATIONS.** School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: http://www.tenethealth.com/about/ethics-compliance. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by the same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, as applicable, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.
- 17. **EXCLUSION LISTS SCREENING.** School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents

("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), (b) the General Services Administration's System for Award Management (available through the Internet at http://www.sam.gov); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

By:

Name: _M.E. Cleary_____

VHS of Illinois, Inc., d/b/a MacNeal Hospital

Fitle:Chief Executive Officer
Date:
Address:3249 S. Oak Park Ave.
Berwyn, IL 60402
Morton College
By:
Name:
Гitle:
Date:
Address:

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of MacNeal Hospital ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Morton College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this day of	, 20	
	Program Participant	
Witness		

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Morton College ("School") and MacNeal Hospital ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has reviewed information regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this day of	, 20	
	Program Participant	
Witness		

A RESOLUTION APPROVING AND ADOPTING A NURSING AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE AND VHS OF ILLINOIS, INC., D/B/A MACNEAL HOSPITAL.

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 ("Act"), as supplemented and amended; and

WHEREAS, the educational program at Morton for Nursing ("Program") has a clinical component; and

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

WHEREAS, VHS of Illinois, Inc., d/b/a MacNeal Hospital ("MacNeal") is a hospital able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into an affiliation agreement with MacNeal, to allow Morton students a clinical setting to satisfy the clinical component of the Program. Said agreement is attached hereto as Exhibit A and is hereinafter referred to as the "Agreement"; and

WHEREAS, MacNeal desires to enter into the Agreement with Morton to provide Morton students with a clinical setting so that they can satisfy the 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 MacNeal.

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 MacNeal, 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 Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. 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 November, 2017.

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

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

EXHIBIT A

Standard Clinical Affiliation Agreement (Revised)

2017

This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.

AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE AND LEXINGTON OF ELMHURST

THIS AGREEMENT (the "Agreement") is entered into this 13th day of November 2017 by, and between Lexington Healthcare of Elmhurst, Inc. ("the Facility") and Morton College ("the School").

WHEREAS, the School desires to utilize various Facility sites (<u>Exhibit A</u>) that may be available for the purpose of providing practical learning and clinical experiences (<u>see Exhibit B for a list of programs and Exhibit C for program-specific requirements</u>) in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. Student professional liability insurance.

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility.

- (a) General Liability: Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.
- (b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- (c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.
- (ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

- 4. Evidence of student certifications, vaccinations, etc. Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB. Also influenza vaccination.
- 5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.
- 6. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the Facility.
 - (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
 - (c) Provide his/her own transportation and living arrangements.
 - (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and/or other relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

- 1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.
- 2. Facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
- 3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
- 4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
- 5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

- 6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
- 7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- 8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
- 9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 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 the School's students who train at the Facility pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

- 1. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.
- 2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
- 3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical

education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

5. Removal of students.

- (a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.
- (b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for three (3) years, to commence on 12/1/17 and terminate on 12/31/17. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

- 1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 2. **Additional insurance coverage**. Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.
- 3. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

- 4. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
- 5. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
- 6. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
- 7. **Non-Discrimination**. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- 8. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
- 9. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Lexington Healthcare Center of Elmhurst, Inc. 420 W. Butterfield Rd. Elmhurst, IL 60126

If to the School: Stanley Fields, President Morton College 3801 S. Central Avenue Attention: Stanley Fields Phone: (708) 656-8000

With a Copy to:

The School Legal Counsel at: DelGaldo Law Group, LLC 1441 S. Harlem Ave. Berwyn, IL 60402

or to such other addresses as the parties may specify in writing from time to time.

- 10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
- 11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 12. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 13. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
- 14. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers.

LEXINGTON HEALTH CARE CENTER OF ELMHURST, INC.	BOARD OF TRUSTEES OF MORTON COMMUNITY COLLEGE DISTRICT NO. 527
Administrator	President
Title:	Title:
Date:	Date:

EXHIBIT A

LOCATION OF FACILITY SITES:

Lexington of Elmhurst 420 W. Butterfield Road Elmhurst, IL 60126

EXHIBIT B

[INSERT LIST OF PROGRAMS]

Career Ladder Nursing

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS (Each program shall have its own program specific requirement checklist) Facility:

	School: Program:		
Facility requires:	Y	es	No
1. Proof of student professional and general liability insurance (paragraph A.2)	2	X	П
2. Proof of comprehensive health insurance (paragraph A.2)	2	X	П
 3. Verification that students have met requirements for: (paragraph A.4) a. Negative annual TB test or chest x-ray b. Rubella, Rubeola and Mumps with proof of immunization or titer c. Varicella with proof of immunization or titer d. Hepatitis B with proof of disease/immunization or immunity by titer e. Current American Heart Association Healthcare Provider CPR card f. OSHA compliance for prevention of transmission of blood born pathogens and TB 	2 2 2	X X X X X	
g. Other			
4. Criminal background check (paragraph A.5) If yes, type of check			
5. Drug screen (paragraph A.5) If yes, type of screening	Γ		
6. Acceptance of faith-based provision addendum (if included)	[
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	2	X	
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required			
9. Other	· - [
School requires:			
1. Copy of relevant Facility policies (paragraph B.8)			
2. Evidence of academic credentials, certifications and licensures of individual(s) over student(s) experiences (paragraph B.6)	seeing [
3. Other	_ [

EXHIBIT D

Confidentiality of Protected Health Information

1. **Definitions**

The following definitions apply to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean The School.
- b. Facility. "Facility" shall mean Lexington Healthcare of Elmhurst, Inc.
- c. <u>Individual</u>. "Individual" shall refer to a patient and have all the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- d. <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. <u>Protected Health Information</u>. Protected Health Information ("**PHI**") shall have the same meaning as the term "PHI" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- g. <u>Secretary</u>. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. <u>Capital Terms</u>. All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. If Business Associate obtains PHI in a Designated Record Set, Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI

in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under 45 CFR §164.524.

- g. If Business Associate obtains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- j. Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- 3. Permitted Uses and Disclosures by Business Associate Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

4. Obligations of the Facility and Provisions for the Facility to Inform Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement

- a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Facility shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- **Permissible Requests by the Facility.** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. Term and Termination

a. <u>Term.</u> The obligations of this Attachment shall be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

- b. <u>Termination for Cause.</u> Upon the Facility's knowledge of a material breach of this Attachment by Business Associate, the Facility shall either:
- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;
- (ii) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- **7.** <u>Interpretation.</u> Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

A RESOLUTION APPROVING AND ADOPTING A NURSING AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE AND LEXINGTON HEALTHCARE OF ELMHURST, INC.

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 ("Act"), as supplemented and amended; and

WHEREAS, the educational program at Morton for Nursing ("Program") has a clinical component; and

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

WHEREAS, Lexington Healthcare of Elmhurst, Inc. ("Lexington") is a healthcare facility able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into an affiliation agreement with Lexington, to allow Morton students a clinical setting to satisfy the clinical component of the Program. Said agreement is attached hereto as Exhibit A and is hereinafter referred to as the "Agreement"; and

WHEREAS, Lexington desires to enter into the Agreement with Morton to provide Morton students with a clinical setting so that they can satisfy the 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 Lexington.

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 Lexington, 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 Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. 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 November, 2017.

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

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

EXHIBIT A

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: Maria Anderson; Keith McLaughlin

Subject: Fwd: INSTITUTIONAL MEMBERSHIP - Board Action

Date: Thursday, October 26, 2017 8:58:07 PM

Ok

Begin forwarded message:

From: Keith McLaughlin < Keith. McLaughlin@morton.edu >

Date: October 26, 2017 at 8:43:16 PM CDT **To:** Stan Fields <<u>stan.fields@morton.edu</u>>

Cc: Melissa Mollett < melissa.mollett@morton.edu >, Roxanne M Barone

< Roxanne. Barone@morton.edu>

Subject: Fwd: INSTITUTIONAL MEMBERSHIP - Board Action

I approve this for action at the November BOT meeting.

Begin forwarded message:

From: Roxanne M Barone < Roxanne.Barone@morton.edu>

Date: October 25, 2017 at 9:21:21 AM CDT

To: Keith McLaughlin < <u>Keith.McLaughlin@morton.edu</u>> **Subject: INSTITUTIONAL MEMBERSHIP - Board Action**

Keith.

Please forward for Board action in November:

PROPOSED ACTION: THAT THE BOARD APPROVE CONTINUED INSTITUTIONAL MEMBERSHIP IN THE INTERNATIONAL NURSING ASSOCIATION FOR CLINICAL SIMULATION & LEARNING (INACSL) AT A COST OF \$532 AS SUBMITTED.

RATIONALE: [Required by Board Policy No. 2.10]

The INACSL's mission is to advance the science of healthcare simulation. INACSL has operationalized its mission by developing the first standards for simulation practice. This membership will allow Nursing faculty access to the guidelines for creating and executing healthcare simulations. INACSL has worked collaboratively with the NLN and gives members the

benefit of access to journals, opportunities for continuing education, conferences, grants and fellowships. Access to these resources will Nursing faculty to maintain high standards and implement researched based best practices in our simulation program.

COST ANALYSIS: \$532 – FY 2018

(\$532 – FY 2017)

ATTACHMENTS: None

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.

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: Maria Anderson; Keith McLaughlin

Subject: Fwd: 10% ENG ADJUNCT REPORT- fall 18 BOARD ACTION

Date: Tuesday, October 24, 2017 7:43:10 PM
Attachments: 2017FA ENG 10% Stipend Report.pdf

ATT00001.htm

Ok

Begin forwarded message:

From: Keith McLaughlin < <u>Keith.McLaughlin@morton.edu</u>>

Date: October 24, 2017 at 2:37:47 PM CDT **To:** Stan Fields <<u>stan.fields@morton.edu</u>>

Cc: Melissa Mollett < melissa.mollett@morton.edu >, Roxanne M Barone

<<u>Roxanne.Barone@morton.edu</u>>

Subject: FW: 10% ENG ADJUNCT REPORT- fall 18 BOARD ACTION

I approve this for action at the November 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: Tuesday, October 24, 2017 2:30 PM

To: Keith McLaughlin < Keith.McLaughlin@morton.edu Subject: 10% ENG ADJUNCT REPORT- fall 18 BOARD ACTION

Keith,

Below is action needed for November Board meeting:

_

PROPOSED ACTION: THAT THE BOARD APPROVE THE COMPENSATION REPORT FOR ADJUNCT FACULTY MEMBERS TEACHING ENGLISH 101,102, 086, 088, 071, 076, 151 AND 152 FOR FALL SEMESTER 2017 IN THE AMOUNT OF \$9,677.13 AS SUBMITTED.

-

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: \$9,677.13 – Per Board-Union Agreement, Section 11.7, Adjunct Faculty teaching ENG 101, 102, 086, 088, 071, 076,

151 and 152 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

ATTACHMENT: Compensation Report for English Adjunct Faculty – 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 ENG 10% Adjunct Stipend Report

Adjunct Full		I Aujunct on	•			10% Stipond
Name	CRS ID#	Course Title		ırse Stipend Amount		10% Stipend Amount
	ENG-102-1B	Rhetoric II			\$	
Arias, Olga			\$	2,493.24		249.32
Arias, Olga	ENG-102-2C	Rhetoric II	\$	2,493.24	\$	249.32
Beacham, John	ENG-101-1C	Rhetoric I	\$	2,465.26	\$	246.53
Beacham, John	ENG-102-J2	Rhetoric II	\$	2,465.26	\$	246.53
Bernstein, Arnie	ENG-088-9B	Basic Composition	\$	2,609.67	\$	260.97
Bernstein, Arnie	ENG-102-PC	Rhetoric II	\$	2,766.25	\$	276.63
Berry, Raymond	ENG-088-6L	Basic Composition	\$	2,619.48	\$	261.95
Berry, Raymond	ENG-088-72	Basic Composition	\$	2,619.48	\$	261.95
Brasher, Stephen	ENG-101-QC	Rhetoric I	\$	2,698.06	\$	269.81
Brasher, Stephen	ENG-101-R2	Rhetoric I	\$	2,619.48	\$	261.95
Carroll, Don	ENG-086-5L	Reading & Writing III	\$	2,609.67	\$	260.97
Carroll, Don	ENG-101-O2	Rhetoric I	\$	3,001.12	\$	300.11
Druska, John	ENG-101-JB	Rhetoric I	\$	2,881.56	\$	288.16
Dutt, Eric	ENG-101-P2	Rhetoric I	\$	2,825.00	\$	282.50
Dutt, Eric	ENG-102-LC	Rhetoric II	\$	2,742.72	\$	274.27
Eaton, Barbara	ENG-086-6C	Reading & Writing III	\$	2,881.56	\$	288.16
Eaton, Barbara	ENG-088-LH	Basic Composition	\$	2,881.56	\$	288.16
Lubenkov, Paul	ENG-086-4F	Reading & Writing III	\$	2,776.65	\$	277.67
Lubenkov, Paul	ENG-088-3E	Basic Composition	\$	2,855.23	\$	285.52
Martinez Jr, Salvador	ENG-101-1B	Rhetoric I	\$	2,792.43	\$	279.24
Martinez Jr, Salvador	ENG-102-3F	Rhetoric II	\$	2,493.24	\$	249.32
Martinez Jr, Salvador	ENG-102-4G	Rhetoric II	\$	2,493.24	\$	249.32
Miculinic, Bonnie	ENG-088-ML	Basic Composition	\$	2,910.00	\$	291.00
Miranda, Ashley	ENG-102-8F	Rhetoric II	\$	2,619.48	\$	261.95
Miranda, Ashley	ENG-102-9H	Rhetoric II	\$	2,619.48	\$	261.95
Perusich, James	ENG-086-8L	Reading & Writing III	\$	2,825.00	\$	282.50
Perusich, James	ENG-086-92	Reading & Writing III	\$	2,742.72	\$	274.27
Schultz, Marcia	ENG-086-1B	Reading & Writing III	\$	2,609.67	\$	260.97
Schultz, Marcia	ENG-086-2C	Reading & Writing III	\$	2,609.67	\$	260.97
Schultz, Marcia	ENG-101-6E	Rhetoric I	\$	2,766.25	\$	276.63
Selvaggio, Nicole	ENG-102-6B	Rhetoric II	\$	2,393.46	\$	239.35
Smith-Irowa, Pamela	ENG-088-1B	Basic Composition	\$	2,881.56	\$	288.16
Smith-Irowa, Pamela		Basic Composition	\$	2,881.56	\$	288.16
Turner, Jocelyn	ENG-101-92	Rhetoric I	\$	2,609.67	\$	260.97
Turner, Jocelyn		Rhetoric I	\$	2,609.67	\$	260.97
	ENG-101-N2	KITELOTIC I	Ψ	2,000.07	Ψ	
Turner, Jocelyn	ENG-101-N2 ENG-102-K2	Rhetoric II	Ψ \$	2,609.67	\$	260.97

Jedlicka Performing Arts Center

Facility Use -

EVENT DATE: 11/20/17	TIME IN: 3:06 TIME OUT: 9:00
REQUESTOR: FRANC	PHONE NUMBER: TODAY'S DATE: 11/3/17
TYPE OF EVENT/ACTIVITY:	exican Revolution Day Art Exhit-
DEPARTMENT:	MC ACCOUNT#
ROOMS NEEDED: THEATRE	(Account to which services will be billed to.) LOBBY DRESSING ROOM GREEN ROOM
	ON ACCESS THROUGH LOBBY, AND WASHROOMS IN , GENERAL STAGE LIGHTS, AND FRONT OF STAGE. AT HE THEATER.
ADDITIONAL THEATRE EQUI	PMENT AVAILABLE:
□VCR/PLAYER □DVD PLAY	YER PODIUM WITH MICROPHONE
☐ PROJECTOR & SCREEN	N 2 * 10 EASELS
PHYSICAL PLANT: FOLDING	CHAIRS #
TABLES - ROUND #	PRECTANGLE # FOLDING TABLES (2)
OTHER:	
PLEASE EMAIL SET UP	INSTRUCTIONS FOR TABLES AND
CHAIRS TO: Cheryl.Sch	oepf@morton.edu
	•
PHYSICAL PLANT ACCESS: S	SETUP DATE: TIME:
Assigned: REMOVAL	DATE: TIME:
	ONAL CUSTODIAL SERVICES NEDEED (IF ANY):
Reservation Approval:	Date:
THE DECLIFETED IS DE	ESPONSIBLE FOR CLEANING UP THE
Description of the property of	E FUNCTION AS WELL AS ARRANGING
	O CLEAN THE FACILITIES.

RESERVATION REQUESTS MUST BE MADE AT LEAST 1 WEEK IN ADVANCE, OF YOUR

EVENT.

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.

634.886-6012	Da	te: 11/3/2c/7
Name of Organization:	Cicero Mexicon cutor	val CommilHes
Address:	CICIO MICALLAN CATIO	VAI COMMITTIE
Street	City	Zip Code
Telephone:	$\frac{52 - 5029}{}$ Person	to Contact: MARY A/9/a.
Date(s) Requested:	ovember 20, 2017	Monday
Time Requested: From:	2:30m	o: 9; a pm
	fore and one-half hour after scheduled	•
Facility Requested:		
Purpose of Use:A	t Exhibit & Lect	V BIE
Expected Attendance:		
· -	aphme & Lector P	cd.vm.
	ents, if any, are to be served:	
I (we) agree to comply we Campus Facilities Rental	th all rules and regulations set forth in and Use Procedure. Authorized Signature: Organization Title:	•
	Organization Title:	Miesien+
Please send this form to:	Director of Physical Plant Morton College 3801 S. Central Ave. Cicero, Illinois 60804 (708) 656-8000, Ext. 2221 Fax (708) 656-76	
		Date
	Stan Fl	

166

Revised: 9/2017

MORTON COLLEGE HOLD HARMLESS AGREEMENT WAIVER AND RELEASE OF ALL CLAIMS

This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.

ORGANIZATION:	Cicen Mexicon Cultural Committee
ADDRESS:	3539 S. Austin
TELEPHONE:	630-886-6012
DATE (S) OF UTILIZATION:	M. 20, 2017 - Monday
	•

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

Authorized Signature:	Maru aya 4
Organization Title:	Presiems
Date:	111-2/17

4/12/00

Squad 8-B Solutions, Inc.

Investigations

Security

Protection

Training

November 5, 2017

Board of Trustees of Morton College

via email: delgaldo@dlglawgroup.com

c/o Michael Del Galdo, Board Attorney

Del Galdo Law Group, LLC

1441 S. Harlem Avenue

Berwyn, IL 60402

Re: Requested Employment Investigation

Dear Mr. Del Galdo:

1.0 Engagement

This letter confirms your agreement to retain Squad 8-B Solutions, Inc. and its employees and agents ("Squad 8-B") to perform investigative and research services on behalf of your Client. Squad 8-B shall commence services upon execution of this Engagement Letter.

2.0 Purpose

The engagement is for the purpose of conducting an independent investigation into allegations of employment misconduct/discrimination at Morton College.

2.1 Due to the nature of this assignment, Squad 8-B cannot guarantee the outcome of the investigation.

3.0 Confidentiality

All work performed and materials and work product of any kind generated in furtherance of this engagement will be deemed to be confidential work product prepared in connection with this investigation and possible, future litigation.

3.1 Squad 8-B will maintain in confidence all information which has been, or will be communicated by you, relating to any activity or project and will not reveal such information to anyone or utilize it in any way except with your approval; provided, however, that Squad 8-B may reveal such information, if required to do so, pursuant to government process after prior notice to you to enable you to challenge such process at your discretion. All material supplied by you will be returned at the end of the investigation, or upon request.

4.0 <u>Lawful Conduct</u>

Squad 8-B represents and warrants that it is licensed to perform all services referenced herein. Squad 8-B shall not engage in any activity or project, in connection with any assignment directed by you, which is known by Squad 8-B to be unlawful or illegal under the laws of the place where the activity occurs.

5.0 Subpoena or Third Party Efforts

Should any effort be made (a) either by subpoena or otherwise to gain access to materials or documents or information of any kind in the possession of Squad 8-B which is generated or obtained or learned as a result of the work performed by Squad 8-B under this engagement, (b) to stop, interrupt or interfere with the performance of Squad 8-B's work pursuant to the Engagement, whether by judicial action or other means, Squad 8-B shall promptly notify you.

6.0 Fees

Our rate for this assignment is \$125.00 per hour, plus expenses. Prior authorization from you will be sought in the event that any unforeseen, but necessary expense arises.

- 6.1 Squad 8-B cannot predict the maximum amount of hours or fees for services requested.
- 6.2 Additional charges will include mileage for travel to and from a surveillance, interview, etc., at a rate of .54 cents/mile, as well as any applicable tolls and parking fees. Additionally any open source database search fees will be charged to you.
- 6.3 Squad 8-B shall bill the Del Galdo Law Group, LLC at the completion of the assignment, or periodically depending on the length of the assignment.

7.0 Conflict

You agree that our engagement and any assignments performed there under pertain to a discrete and singular matter, and that it would not provide a basis for precluding our future services for clients adverse to you on matters that are not substantially related to the purpose of this engagement.

8.0 <u>Termination</u>

You may terminate this Agreement immediately at any time with or without cause, upon written notice. The terms and understandings set forth in this letter shall survive the termination of any and all work performed pursuant to the engagement.

9.0 Effective Date

The engagement and the terms of the letter shall be deemed to be effective upon execution of this Engagement Letter.

10.0 Signature

Your signature below on this letter is your representation that you are authorized to enter into the engagement and to agree to the terms of this letter. Please execute and return a signed, scanned copy to: Pablo Araya, at email address: pablo@squad8b.com.

We are looking forward to working with you on this assignment.
Sincerely,
P. Araya
By: Pablo Araya President Squad 8-B Solutions, Inc.
The above sets forth the terms of the engagement and is agreed to,
By: (date)
Del Galdo Law Group, LLC



Sanchez Daniels & Hoffman LLP

Attorneys and Counselors

333 West Wacker Drive, Suite 500 Chicago, Illinois 60606

> Phone: (312) 641-1555 Facsimile: (312) 641-3004

E-mail:sdh@sanchezdh.com www.sanchezdh.com

November 7, 2017

Board of Trustees of Morton College c/o Michael Del Galdo, Board Attorney Del Galdo Law Group, LLC 1441 S. Harlem Avenue Berwyn, Illinois 60402

Dear Board of Trustees and Attorney Del Galdo:

We are pleased and thankful that our firm has been retained by the College to provide legal services as counsel with respect to the internal investigation regarding an employment complaint. The purpose of our firm's factual investigation will be to lay the necessary groundwork for providing legal advice.

In order to do that, as the attorneys assigned to the matter, we will control and conduct the investigation. After our factual investigation is complete, a Final Investigative Report (the "Report") with corresponding legal advice will be produced to the College's designated control group as advised by the Board Attorney.

This engagement letter sets forth the terms of our retention. Please note that partner and associate time will be billed at the rate of \$195.00 per hour. I will be the attorney with the principal responsibility for overseeing and conducting the investigation. I will be assisted by my associate, ShawnTe Raines. In consideration for our firm investigating and advising as stated herein, the College agrees to pay legal fees based on the time expended by our lawyers and other related expenses which include long-distance telephone charges, courier fees, legal research fees and postage. The legal fees and expenses incurred in connection with this matter will be invoiced and payable upon receipt. Upon termination of our services, the College agrees to pay our unpaid legal fees and expenses to the date of termination.

If the terms of this agreement comport with your approval, please sign in the space provided below and return it to me. We look forward to working with you in this matter.

Best regards,

Emanuel Christopher Welch

Partner

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD TENTATIVELY APPROVE THE ESTIMATED

2017 TAX LEVY.

RATIONALE:

[Required by Chapter 35 of the Illinois Compiled Statues 200/18-60 of the Truth in Taxation Law]

Illinois law requires that the taxes to be levied be formally estimated not less than twenty (20) days prior to the adoption of its aggregate levy. Non-compliance with existing laws will disallow any increase in the estimated tax levy if a tentative levy is not approved. Cook County as well as the other Chicagoland counties have tax caps to limit the tax increase to inflation. Cook County Tax Extension Office has limited this year's increase to 5% of the 2016 levy plus any new property coming on the tax rolls. The operating and capital needs of Morton College support the importance of raising the College's extended levy by 2.79%. The individual levies have been adjusted to add more dollars to the Education Fund, Building Fund, Insurance Fund and Social Security Fund.

The financial impact on a homeowner with a house valued at \$150,000 and assessed at the county's published assessment rate of 16% is \$11.91 for the year. However, Cook County generally assesses property at one-half of the published rate or about 8%. Applying this reduced assessment provides for an increase of \$5.49 for the year.

COST ANALYSIS:

Total estimated 2017 Levy is \$9,417,200 which represents a 2.79% or a \$255,772 increase from the \$9,161,428 Cook County extended 2016 levy.

ATTACHMENTS: Estimated 2017 Tax Levy and Tax Rate Calculation

Description of Fund	2016 Final Levy	Proposed 2017 Levy	Loss Amt.	Proposed 2017 Extended	Increase (Decrease)	
Education Building O&M Social Security Audit Liability Insurance - Tort Totals	7,009,723 1,335,186 215,684 66,760 534,075 9,161,428	6,900,000 1,350,000 215,000 65,000 525,000 9,055,000	276,000 54,000 8,600 2,600 21,000 362,200	7,176,000 1,404,000 223,600 67,600 546,000 9,417,200	68,814 7,916 840 11,925	Proposed Increase 2.79 %
Bonds Totals Total Extended Levy	9,806,930 9,729,086	9,640,650	23,426 385,626	10,026,276	-36,426 219,346	Proposed Increase with Debt Service 2.25%
Equalized Assessed Value (EAV) Final Tax Rate	1,442,272,976 0.675	Estimate 2017 EAV				1,485,541,165 0.675

From: Anthony Ray
To: Stan Fields

Cc: Melissa Mollett; Maria Anderson; Wendy Vega-Huezo; Doris Rivera

Subject: Personnel Action Item-November Board - Revision 3

Date: Thursday, November 02, 2017 2:56:29 PM

Attachments: Non-Union Comp November Board 111317.xlsx

Proposed Action: That the Board approve the compensation for non-union employees for FY18 effective July 1, 2017 as submitted.

Rationale: [Required by Morton College Board Policies 1.1.1 and 1.5.6 and Chapter 110, Article 805, Section 3-24 of the Illinois Public Community College Act]. Compensation for Administrators and Classified Staff (Non-Union), both full and part-time, for FY18. Increases are submitted to match the chart rates for the Full-Time Faculty and Classified Staff Union employees except in cases where employees will assume additional responsibilities.

Cost Analysis: Salary Increases and adjustments for all non-union groups: \$114,971.58 in salaries for FY18

Attached: Non-Union Comp October Board FY18

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**

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.

First	Last	Status	Title	FY15 Salary	FY16 Salary	FY17 Salary	Performance Score	Increase	Additional FY 18 Salary Evaluation	1
Marlena	Avalos	Administrator	Registar	\$73,165.00	\$75,726.00	\$ 77,998	3.25% \$	2,534.93	\$ 80,532.71 ME	
Magda	Banda	Administrator	Director of Institutional Research	\$75,755.00	\$78,406.00	\$ 80,758	3.25% \$	2,624.64	\$ 83,382.82 ME	
Joseph	Belcaster	Administrator	Assistant Athletic Director	NA	\$50,000.00	\$ 51,500	3.50% \$	1,802.50	\$ 53,302.50 EE	
Susan	Felice	Administrator	Director of Continuing Education	\$68,546.00	\$70,945.00	\$ 73,073	3.25% \$	2,374.88	\$ 75,448.23 ME	
Yolanda	Freemon	Administrator	Director of Financial Aid	\$76,073.00	\$78,355.00	\$ 80,706	3.25% \$	2,622.93	\$ 83,328.58 ME	
William	Jacklin	Administrator	Athletic Director	\$80,000.00	\$82,400.00	\$ 108,000	0.00% \$	-	\$ 108,000.00 EE	
Blanca	Jara	Administrator	Director of PR & Community Outreach	NA	NA	\$ 55,000	3.50% \$	1,925.00	\$ 56,925.00 EE	
Micheal	Kott	Administrator	Director of Library and Technology Services	\$70,000.00	\$72,450.00	\$ 90,000	3.50% \$	3,150.00	\$ 93,150.00 EE	
Keith	McLaughlin	Administrator	Provost	\$117,524.00	\$121,050.00	\$ 175,000	3.25% \$	5,687.50	\$ 180,687.50 EE	
Hector	Muñoz	Administrator	Associate Dean of Instruction	\$77,909.00	\$80,246.00	\$ 82,653	0.00% \$	-	\$ 82,653.00 NI	
Lydia	Falbo	Administrator	Director of Nursing Programs	NA	NA	\$ 96,000	3.50% \$	3,360.00	\$ 99,360.00 EE	
Mireya	Perez	Administrator	Director of Business Services	\$86,508.00	\$89,536.00	\$ 92,222	3.50% \$	3,227.77	\$ 95,449.85 EE	
Tom	Pierce	Administrator	Dean of Adult & Community Education	NA	\$90,000.00	\$ 92,700	3.50% \$	3,244.50	\$ 95,944.50 EE	
John	Potempa	Administrator	Director of Facilities & Operations	\$102,106.00	\$105,680.00	\$ 108,850	0.00% \$	-	\$ 108,850.00 ME	
Anthony	Ray	Administrator	Executive Director of Human Resources/Ombudsman	\$93,357.00	\$100,000.00	\$ 123,000	3.25% \$	3,997.50	\$ 126,997.50 EE	
Derek	Shouba	Administrator	Dean of Arts and Sciences	\$99,988.00	\$103,488.00	\$ 106,593	3.25% \$	3,464.26	\$ 110,056.90 EE	
Erika	Tejeda	Administrator	Director of Grants and Compliance	\$50,348.00	\$52,110.00	\$ 53,673	3.50% \$	1,878.56	\$ 14,448.44 \$ 70,000.00 EE	
Wendy	Vega-Huezo	Administrator	Associate Director of Human Resources	\$62,000.00	\$63,550.00	\$ 72,000	3.25% \$	2,340.00	\$ 74,340.00 ME	
Marisol	Velázquez	Administrator	Director of Student Development	\$63,468.00	\$65,689.00	\$ 87,000	3.50% \$	3,045.00	\$ 90,045.00 EE	
Frances	Wedge	Administrator	Director of Physical Therapist Assistant Program	\$84,092.00	\$87,035.00	\$ 89,646	3.50% \$	3,137.61	\$ 92,783.66 EE	
			Totals				\$	50,417.59	\$ 14,448.44	

\$ 64,866.03
\$ 26,810.13
\$ 23,295.42
\$ 114,971.58
\$ \$ \$ \$

NOTE: The highlighted titles (in bold) reflect the changes the Administration would like to make and explain the additional salary adjustments

The following changes have been proposed: 1. Fiscal Grants Manager to Director of Grants and Compliance. 2. Two Professional Employees to Administrators. 6. Three employees from Professional Employees to Classified Staff (non-union) without any loss of benefits.

First	Last	Status	Title	F۱	/15 Salary	FY16 Salary	FY:	17 Salary	Performance Score	Increase	FY 18 Salary	Evaluation
Maria	Anderson	Excluded	Executive Assistant - President*	NA		\$75,000.00	\$	77,250	3.50%	\$ 2,703.75	\$ 79,953.75	EE
Roxanne	Barone	Excluded	Executive Assistant - Provost		\$50,027.00	\$53,169.00	\$	54,764	3.50%	\$ 1,916.74	\$ 56,680.81	EE
Jody	Davidson	Excluded	Instructional Program Associate		\$61,520.00	\$63,673.00	\$	65,583	3.25%	\$ 2,131.45	\$ 67,714.64	ME
Jeff	Folkers	Excluded	Custodial Supervisor		\$35,000.00	\$36,050.00	\$	37,132	3.25%	\$ 1,206.77	\$ 38,338.27	3.0
Melissa	Mollett	Excluded	Executive assistant*	NA		\$75,000.00	\$	77,250	3.50%	\$ 2,703.75	\$ 79,953.75	EE
Roger	Montoro	Excluded	Sergeant		\$44,753.00	\$46,319.00	\$	47,709	3.50%	\$ 1,669.80	\$ 49,378.37	EE
Doris	Rivera	Excluded	HR Coordinator		\$47,879.00	\$49,315.00	\$	60,000	3.50%	\$ 2,100.00	\$ 62,100.00	EE
Leonard	Rutka	Excluded	Chief		\$62,682.00	\$64,249.00	\$	66,176	3.25%	\$ 2,150.74	\$ 68,327.21	ME
Martin	Soto	Excluded	Assistant Director of Facilities & Operations		\$57,656.00	\$59,386.00	\$	61,168	3.50%	\$ 2,140.87	\$ 63,308.45	5.0
Scott	Ulbrich	Excluded	Systems Administrator		\$63,600.00	\$65,826.00	\$	67,801	3.50%	\$ 2,373.03	\$ 70,173.81	EE
Ruben	Ruiz	Excluded	Systems Administrator - MIS		\$56,925.00	\$58,917.00	\$	60,685	3.50%	\$ 2,123.96	\$ 62,808.47	EE
Suzanna	Raigoza	Excluded	Accountant		\$51,774.00	\$53,586.00	\$	55,194	3.50%	\$ 1,931.78	\$ 57,125.36	EE
Melissa	Ridyard	Excluded	Executive Assistant-Operations	NA	N	IA		\$51,000	3.25%	\$ 1,657.50	\$ 52,657.50	ME
									:	\$ 26,810.13		

First	Last	Status	Title	FY15 Rate	FY16 Rate	F۱	Y17 Rate	Performance Score	lr	ncrease	FY 1	.8 Salary	Evaluation
Michael	Andersen	PT Excluded	Reference Librarian	\$21	50 \$22.2	5 \$	22.92	3.50%	\$	0.80	\$	23.72	4.00
Karina	Bahena	PT Excluded	Academic Dean's Office Support Specialist II		IA \$16.6) \$	17.10	3.50%	\$	0.60	\$	17.70	5.00
Sandra	Bish	PT Excluded	Tutor	\$27.	17 \$28.1	2 \$	28.96	3.50%	\$	1.01	\$	29.98	4.00
Savitri	Boodoosingh	PT Excluded	Tutor	\$21	92 \$22.6	9 \$	23.37	3.50%	\$	0.82	\$	24.19	4.00
Ashley	DeLoera	PT Excluded	Recruitment Assistant	\$12	82 \$13.2	7 \$	13.67	3.50%	\$	0.48	\$	14.15	4.00
Bianey	Dominguez	PT Excluded	Service Aide-AECPO		IA N	A \$	12.30	3.50%	\$	0.43	\$	12.73	Yes
Guillermo	Gasca	PT Excluded	Reference Librarian	\$21	87 \$22.6	4 \$	23.32	3.50%	\$	0.82	\$	24.14	5.00
erri	Gavin	PT Excluded	Tutor	\$21	81 \$22.5	7 \$	23.25	3.50%	\$	0.81	\$	24.06	4.00
Christina	Goings	PT Excluded	Reference Librarian	\$19	46 \$20.1	4 \$	20.74	3.50%	\$	0.73	\$	21.47	5.00
Courtney	Griffin	PT Excluded	Instructional Technologist*		NA \$21.6	\$ 0	22.25	3.50%	\$	0.78	\$	23.03	4.00
arol	Hauswald	PT Excluded	Tutor		IA N	A \$	21.00	3.50%	\$	0.74	\$	21.74	4.00
zmyne	Hernandez	PT Excluded	Administrative Assistant - Duplication		NA \$12.3	\$ (12.67	3.50%	\$	0.44	\$	13.11	4.00
stefani	Hernandez-Perez	PT Excluded	Service Aide-AECPO		IA N	۹ \$	12.30			0.43		12.73	Yes
anya	Jaimes	PT Excluded	Academic Support Specialist	\$18	00 \$18.6	3 \$	19.19	3.50%	\$	0.67	\$	19.86	4.00
emetra	Karas	PT Excluded	Tutor	\$27.	57 \$28.5	3 \$	29.39	3.25%	\$	0.96	\$	30.34	3.00
avid	Labno	PT Excluded	Tutor	\$21	00 \$21.7	4 \$	22.39	3.50%	\$	0.78	\$	23.18	5.00
e	Lopez	PT Excluded	Tutor	\$21	70 \$22.4	5 \$	23.13	3.25%	\$	0.75	\$	23.89	3.00
eidi	Lundquist	PT Excluded	Technology Librarian	\$21	50 \$22.2	5 \$	22.92	3.50%	\$	0.80	\$	23.72	4.00
omas	Mantzakides	PT Excluded	Circulation Librarian	\$21	50 \$22.2	5 \$	22.92	3.50%	\$	0.80	\$	23.72	5.00
sus	Montelongo	PT Excluded	Computer Paraprofessional	\$12	20 \$12.6	3 \$	13.01	3.50%	\$	0.46	\$	13.46	4.00
abeth	Napoletano	PT Excluded	Computer Paraprofessional	\$13	57 \$14.0	4 \$	14.46	3.25%	\$	0.47	\$	14.93 N	lo
elyn	Perez	PT Excluded	Academic Support Specialist	\$18	00 \$18.6	3 \$	19.19	3.50%	\$	0.67	\$	19.86	4.00
atriz	Rangel	PT Excluded	Service Aide - Admissions & Records		IA \$12.3) \$	12.67	3.50%	\$	0.44	\$	13.11	5.00
el	Rodriguez	PT Excluded	Service Aide - Duplications	\$12	34 \$12.7	7 \$	13.15	3.50%	\$	0.46	\$	13.61	5.00
everly	Singleton	PT Excluded	Transition Coach		IA N	4 \$	22.81	3.50%	\$	0.80	\$	23.61	4.00
ulie	Steinhaus	PT Excluded	Tutor	\$21	40 \$22.1	5 \$	22.81	3.50%	\$	0.80	\$	23.61	5.00
aul	Thomas	PT Excluded		\$21.	70 \$22.4	5 \$	23.13	3.50%	\$	0.81	\$	23.94	4.00
hn	Twomey	PT Excluded		\$26			28.01			0.98		28.99	4.00
Лeaghan	Young-Stephens	PT Excluded	Transition Coach		IA N	۹ \$	22.81	3.50%	\$	0.80	\$	23.61	4.00
lua	Cao	PT Excluded	Lab Specialist	\$ 21.	0 \$ 22.46	\$	23.13						
isa	Mathelier	PT Excluded	Academic Support Specialist			\$	19.95						
ugenia	Ortiz	PT Excluded	Service Aide - Student Success		IA N	۹ \$	12.67	3.50%	\$	0.44	\$	13.11	5.00
Mohammad	Sayes	PT Excluded	Tutor			\$	21.00						
Zaya	Shamoon	PT Excluded	Tutor	\$ 27.0	3 \$ 27.98	\$	28.82	3.25%	\$	0.94	\$	29.76	3.00
Tisha	Loomis	PT Excluded	Tutor		IA N	۹ \$	21.00	3.25%	\$	0.68	\$	21.68	
						-		*	-				

\$ 22.40 \$ 23,295.42

Merit Pay	Matrix	Part-time S		
	%	Merit	>\$100K	Total
5	3	0.25	0.25	3.5
4	3	0.25	0.25	3.5
3	3 3 0		0.25	3.25
2	2.5	0	0	2.5
1	0	0	0	0

Merit Pay	Matrix	Administrators/FT Staff					
	%	Merit	>\$100K	Total			
3	3	0.25	0.25	3.5			
2	3	0	0.25	3.25			
1	2	0	0	2			

The goal of this compensation matrix is to keep employees engaged as we go through this period of transition. The College should reward high performers, give the standard rate to average performers, and provide something near cost of living to below average performers. Morton College can incur penalties from SURS if an increase exceeds 6% at any time within 5 years of an employee's retirement date.

Ranges	Ranges Job Family			Spread		
NA	NA President			NA		
1	VP/Exe. Dir.			123%	·	
2	Deans			98%		
3	Dirs./Associate Dean			126%		
4	Associate Dirs.			66%		
5	Managers/Supvrs.			95%		
6	- · · ·			117%		
7	7 Librarians			49%		
8	8 Tutor			54%		
9	Service Aides		28%			
	Minimum		Mid Range			Maximum
1	\$	102,000	\$	164,500	\$	227,000
2	\$	86,000	\$	128,000	\$	170,000
3	\$	57,000	\$	93,000	\$	129,000
4	\$	56,000	\$	74,500	\$	93,000
5	\$	42,000	\$	62,000	\$	82,000
6	\$	46,000	\$	73,000	\$	100,000
7	\$	21.39	\$	26.64	\$	31.89
8	\$	20.11	\$	25.52	\$	30.93
9	\$	14.32	\$	16.30	\$	18.27

		Salary.com			ICCB			CUPA			Salary Surve	ey*		Morton P	roposed
Job Title	min	mid	max	min	mid	max	min	mid	max	min	mid	max	Min	Mid	Max
Provost	118	157.6	208.6	57.7	135.6	223	139		193.1	129.5	152	191.4	101.73	152.88	204.0
Vice President, Institutional	99.3*	122.2	148.7				105.8		165	116.5	137.1	172.7	111.2	136.7	162.1
Chief Financial Officer				74.1	135.4	225.4	123.7		175	129.5	152	191.4	109.1	153.2	197.3
Executive Director Operations*	125.2	166	206.6				88		166	116.5	137.1	172.7	137.4	182.3	227.2
Executive Director HR/Ombuds*	104.9	133.5	163.9	56.9	97.4	150.4	111.6		113	116.5	137.1	172.7	117.0	148.5	180.0
Dean, Arts & Science	115.7	146.8	189.5	70.7	98.7	164.9	98		152	91.8	111.2	138.5	94.0	127.6	161.2
Dean, CTE	122.4	163.6	223.4	72.6	98.8	130	97		190	91.8	111.2	138.5	95.9	133.2	170.5
Dean, Adult Education	95.4	120.2	153	48.3	97.6	140	97.9		118	101.9	123.5	153.8	85.9	113.5	141.2
Assoc. Dean, Arts & Sciences	88.5	111.9	141.2				77		115	63.1	81.3	99.0	76.2	97.3	118.4
Assoc. Dean, Instruction	71.3	89.4	117				79		143.6	63.1	81.3	99.0	71.1	95.5	119.9
Assoc. Dean, Adult Education	73.3	93.8	119.9				80.8		112.7	63.1	81.3	99.0	72.4	91.5	110.5
Director, Student Development	55.2	70.2	88.5	57.7	88.7	136.6	87.9		96.7	56.8	73.3	89.1	66.6	79.0	91.4
Registrar	61.2	77	96.2	40.1	73.5	146.1	75.6		83.6	56.8	73.3	89.1	64.5	77.1	89.6
Director, Continuing Ed	63.1	82.3	107.2	44.7	81.7	155.4	86.7		92.1	63.1	81.3	99.0	71.0	85.2	99.4
Athletic Director	84.7	112.9	155.9	40.2	79.1	129.7	71		81.8	63.1	81.3	99.0	72.9	92.6	112.2
Director, Financial Aid	64.4	80.3	100.1	37.6	70.2	120.6	83.8		122.4	63.1	81.3	99.0	70.4	88.8	107.2
Director, Institutional Research	69.3	90.2	115.3	49	86.8	135.4	86		159	72.2	90.3	111.1	75.8	102.2	128.5
Director, Library services	66.4	94.8	145.5	43	80.1	143.5	72.2		90.4	63.1	81.3	99.0	67.2	89.4	111.6
Director, Nursing Programs	88.9	112.4	136.6	60	88	110	89		115.5	80.2	100.2	123.4	86.0	105.6	125.2
Director, Student Activites	45.4	58.1	72.5	40.5	77.7	135	63		64	49.5	66.0	79.2	52.6	62.3	71.9
Director, Deskside Services	86.7	108.9	132	47.4	107.3	203.7	100.3		117.8	91.8	111.2	138.5	92.9	111.2	129.4
Director of Business Services	85.6	112	138.1	43	80.8	161.5	92.6		108.2	91.8	111.2	138.5	90.0	109.1	128.3
Director, Facilities/ Operations	93.6	117	140.5	54.2	96	156.4	100		118	80.2	100.2	123.4	91.3	109.3	127.3
Director PTA Asst. Programs	88.9	112.4	136.6	79.3	79.3	79.3	89		120	72.2	90.3	111.1	83.4	103.0	122.6
Director, Public Relations				41.9	87.6	176	78		87	49.5	66.0	79.2	63.8	73.4	83.1
Assistant Athletic Director	55.8	77.4	107.4				70.8		81.7	56.8	73.3	89.1	61.1	76.9	92.7
Associate Director, HR	59.5	75.4	90	24.1	53.3	93.8	83.2		87.6	63.1	81.3	99.0	68.6	80.4	92.2
Associate Director B P M	50.8	66.8	87.5	24.1	53.3	93.8	56.7		61	63.1	81.3	99.0	56.9	69.7	82.5
Accountant	58.8	74.2	89.8	32.8	49.1	63.8	70.2		75.5	44.6	59.5	71.4	57.9	68.4	78.9
Systems Administrator - MIS	58.5	74.7	90.6	34.5	62.4	116.8	63		64	56.8	73.3	89.1	59.4	70.3	81.2
Asst.Dir., Facilities/Ops	50.6	63.3	75.7	41.2	52.8	72.3	59		61				54.8	61.6	68.4
Chief	49.2	61.2	74.7	32.5	59.5	79.3	80		90				64.6	73.5	82.4
Sergeant	41.1	48.6	57				70.2		74.3	49.5	66.0	79.2	53.6	61.9	70.2
Custodial Supervisor	36.3	46	55.8	26.8	47.7	77.3	47		49				41.7	47.0	52.4
Executive Assistant - President	69.3	98.9	131	19.9	46.4	67.6	60		69				64.7	82.3	100.0
Executive Assistant*	46.1	58.1	70.6	19.9	46.4	67.6	46		48				46.1	52.7	59.3
Fiscal & Grants Manager	45.1	56.7	69				55		58				50.1	56.8	63.5
Instructional Program Associate	56.6	73.6	90.6	25.0	52.8	75.6	55		58				55.8	65.1	74.3
Counselor	53.1	65.1	78.3				59		70				56.1	65.1	74.2
Librarian	19.22	26.22	38.88				23.55		24.9				21.39	26.64	31.89
Instructional Technologist*	21.61	26.47	32.31				25		26.44				23.31	26.34	29.38
Tutor	20.11	25.27	30.93										20.11	25.52	30.93
Academic Support Specialist	20.11	25.27	30.93										20.11	25.52	30.93
Lab Specialist	19.21	23.63	28.57				21.15		23.08				20.18	23.00	25.83
Recruitment Assistant	11.80	14.64	17.55	10.48	19.83	28.66	16.83		18.99				14.32	16.29	18.27
Service Aide/General Clerk	11.80	14.64	17.55	10.48	19.83	28.66	16.83		18.99				14.32	16.29	18.27
Administrative Assistant	11.80	14.64	17.55	13.14	23.04	33.75	16.83		18.99				14.32	16.29	18.27

Survey aged 1.125509

	Morton Proposed				
Job Title	Min		Mid		Max
Provost	\$ 101,730.00	\$	152,880.00	\$	204,030.00
Vice President, Institutional	\$ 111,171.00	\$	136,657.00	\$	162,143.00
Chief Financial Officer	\$ 109,097.00	\$	153,185.00	\$	197,273.00
Executive Director Operations*	\$ 137,393.00	\$	182,306.00	\$	227,220.00
Executive Director HR/Ombuds*	\$ 116,982.00	\$	148,495.00	\$	180,008.00
Dean, Arts & Science	\$ 94,042.00	\$	127,633.00	\$	161,224.00
Dean, CTE	\$ 95,942.00	\$	133,208.00	\$	170,474.00
Dean, Adult Education	\$ 85,875.00	\$	113,539.00	\$	141,202.00
Assoc. Dean, Arts & Sciences	\$ 76,185.00	\$	97,288.00	\$	118,391.00
Assoc. Dean, Instruction	\$ 71,118.00	\$	95,488.00	\$	119,858.00
Assoc. Dean, Adult Education	\$ 72,385.00	\$	91,455.00	\$	110,525.00
Director, Student Development	\$ 66,616.00	\$	79,019.00	\$	91,422.00
Registrar	\$ 64,516.00	\$	77,069.00	\$	89,622.00
Director, Continuing Ed	\$ 70,952.00	\$	85,188.00	\$	99,425.00
Athletic Director	\$ 72,918.00	\$	92,571.00	\$	112,225.00
Director, Financial Aid	\$ 70,418.00	\$	88,788.00	\$	107,158.00
Director, Institutional Research	\$ 75,825.00	\$	102,152.00	\$	128,478.00
Director, Library services	\$ 67,218.00	\$	89,421.00	\$	111,625.00
Director, Nursing Programs	\$ 86,023.00	\$	105,596.00	\$	125,169.00
Director, Student Activites	\$ 52,648.00	\$	62,266.00	\$	71,885.00
Director, Deskside Services	\$ 92,923.00	\$	111,177.00	\$	129,432.00
Director of Business Services	\$ 89,989.00	\$	109,127.00	\$	128,266.00
Director, Facilities/ Operations	\$ 91,257.00	\$	109,280.00	\$	127,303.00
Director PTA Asst. Programs	\$ 83,358.00	\$	102,968.00	\$	122,578.00
Director, Public Relations	\$ 63,772.00	\$	73,425.00	\$	83,078.00
Assistant Athletic Director	\$ 61,116.00	\$	76,919.00	\$	92,722.00
Associate Director, HR	\$ 68,585.00	\$	80,388.00	\$	92,191.00
Associate Director B P M	\$ 56,852.00	\$	69,671.00	\$	82,491.00
Accountant	\$ 57,863.00	\$	68,379.00	\$	78,896.00
Systems Administrator - MIS	\$ 59,416.00	\$	70,319.00	\$	81,222.00
Asst.Dir., Facilities/Ops	\$ 54,800.00	\$	61,575.00	\$	68,350.00
Chief	\$ 64,600.00	\$	73,475.00	\$	82,350.00
Sergeant	\$ 53,614.00	\$	61,883.00	\$	70,152.00
Custodial Supervisor	\$ 41,650.00	\$	47,025.00	\$	52,400.00
Executive Assistant - President	\$ 64,650.00	\$	82,325.00	\$	100,000.00
Executive Assistant*	\$ 46,050.00	\$	52,675.00	\$	59,300.00
Fiscal & Grants Manager	\$ 50,050.00	\$	56,775.00	\$	63,500.00
Instructional Program Associate	\$ 55,800.00	\$	65,050.00	\$	74,300.00
Counselor	\$ 56,050.00	\$	65,100.00	\$	74,150.00
Librarian	\$ 21.39	\$	26.64	\$	31.89
Instructional Technologist	\$ 23.31	\$	26.34	\$	29.38
Tutor	\$ 20.11	\$	25.52	\$	30.93
Academic Support Specialist	\$ 20.11	\$	25.52	\$	30.93
Lab Specialist	\$ 20.18	\$	23.00	\$	25.83
Recruitment Assistant	\$ 14.32	\$	16.29	\$	18.27
Service Aide/General Clerk	\$ 14.32	\$	16.29	\$	18.27
Administrative Assistant	\$ 14.32	\$	16.29	\$	18.27

NOTE: The Executive Directors of Human Resources and Operations are hybrid positions. Executive Assistant-President are all jobs that work in the President's office.

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Michael Kott, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Ninety three thousand, One hundred fifty U.S. Dollars (\$93,150.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of

Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Michael Kott

9. <u>MISCELLANEOUS:</u>

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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be exas of this day of, 2017.						
Executed:						
Stan Fields President, Morton College	Date					
Michael Kott Employee	Date					

Morton College Job Description

Job Title: Director of Library and Instructional Technology Services

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by: Required Qualifications: Provost/Chief Academic Officer

Master's degree in Library Science ,Educational Media or a combination of Master's degree and at least five years of relevant higher education experience, preferably in library, instructional design, or digital media, including supervisory and budget experience; familiarity with library automation, personal computers and office software; experience with Internet-based information literacy services; excellent writing skills; and understanding of how technology can be utilized in the teaching and learning environment. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications:

Community college library experience; experience with blended and online modes for the design and delivery of library and instructional services; grant writing experience; leadership style that emphasizes collaboration, team building, accessibility; experience in planning for and providing online circulation, catalog, reference databases. Excellent interpersonal skills; bi-lingual in English/Spanish.

Job Summary:

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

Essential Job Functions

- To provide leadership for library, Digital Media and instructional technology services, including the virtual library, and online curriculum and instructional design.
- To collaborate with academic leadership, faculty, and colleagues to integrate library and instructional technology resources to support learner-centered pedagogies.

- To parther with MIS Department to promote collaboration with educational technologists college wide and to leverage technology resources for learning.
- To manage fiscal resources to include budget planning and ongoing review of library and instructional design resources in consultation with academic deans and other stakeholders.
- To oversee the planning, supervision, assessment and evaluation of the Library, Museum, Digital Media and Instructional Technology resources.
- To participate in college-wide committees.

Employee	Date
requirement, esser	e below verifies that the employee has received and read the ntial functions, duties of the position, and the conditions of ant-funded positions.
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
Physical Demands:	Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.
Work Environment:	Typical office environment
Other Duties:	Perform other duties and special projects as assigned

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Magda Banda an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

<u>WITNESSETH</u>:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Eighty-three thousand, Three hundred and Eighty-three U.S. Dollars (\$83,383.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of

Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Dr. Magda Banda



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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 <u>Right to Counsel</u>. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be as of this day of, 2017.						
Executed:						
Stan Fields President, Morton College	Date					
Magda Banda Employee	Date					

Morton College Job Description

Job Title: Director of Institutional Research

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

Vice President of Institutional Planning and Effectiveness

Required Qualifications:

Bachelor's degree in statistics, mathematics or a research-based discipline. In depth understanding of research design, statistics, and strategic planning. Demonstrated proficiency in creating complex relational databases and spreadsheets. Familiarity with statistical software packages (e.g., SPSS). Excellent analytical, writing, and presentation skills.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications:

Master's degree and three years' experience in institutional research, assessment and/or planning. Experience developing and managing budgets and the grant proposal process. A leadership style that emphasizes collaboration, team building, and accessibility.

Job Summary:

Design and conduct institutional research studies, serve as administrative liaison to faculty driven assessment activities, manage the strategic planning process, prepare and submit reports to various state and federal agencies, serve as contact to the Higher Learning Commision of the North Central Association of Colleges and Schools. Assist in maintaining grants. Assist others in grant proposals to support educational programs and to gather and disseminate research information about the college and grants that may be available.

Essential Job Functions

- Design and conduct institutional research studies and communicate results to College constituencies.
- Collect data in support of assessment, planning, grant proposals and related activities.

- Work with faculty on information-driven assessment towards the improvement of teaching, learning, retention, and student success.
- Take a leadership role in planning and communications activities.
- Collaborate with and assist all areas of the college regarding the acculturation of information-driven, reflective implementation of policies, programs, and other initiatives.
- Responsible for timely reporting to bodies governing the operations of the College.
- Provide assistance, data and direction in all matters involving the Higher Learning Commission of the North Central Association of Colleges and Schools, including institutional self-studies, writing self-study reports, and performing other activities to maintain the college's accreditation.
- Develop, maintain and use relational databases and spreadsheets.
- Responsible for budget development, management and review.
- Revise and update the Websites for Institutional Research, planning and assessment.

	p
Other Duties:	Perform other duties and special projects as assigned
Work Environment:	Typical office environment
Physical Demands:	Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.
Position Unit:	Administration - Exempt Professional Staff - Exempt

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

employment for grant-funded positions.	•	
Employee	Date	

Employee signature below verifies that the employee has received and read the requirement, essential functions, duties of the position, and the conditions of

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Susan Felice, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Seventy-five thousand, Four hundred and forty eight U.S. Dollars (\$75,448.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1^{st} June 30^{th}); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the

- death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.
- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of davs that it takes Employee to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
 - (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death,

which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Susan M. Felice

9. MISCELLANEOUS:

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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

executed

IN WITNESS WHEREOF as of this day of		Parties have caused this Agreement to be, 2017.	
Executed:			
Stan Fields President, Morton College	Date		
Susan Felice Employee	Date		

Morton College Job Description

Job Title: Director of Continuing Education

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

Dean, Careers and Technical Education

Required Qualifications:

Four years' professional experience in post-secondary education, administration/management or business and industry setting. Knowledge and skill in the use of integrated software systems and Microsoft applications. Excellent writing, and communication skills. Knowledge of restricted and unrestricted funded programming including grant proposal submission and budget preparation. Experience with external funds/grant application writing and submissions. Understanding and knowledge of multi-cultural educational and employment settings. Must be very well organized, self-motivated and able to think and work independently. Must be able to multi-task and work with deadlines. Must be able to interact with people at all college levels, both interdepartmental and students as well as community residents. Must be able to demonstrate an entrepreneurial spirit.

Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.

Desirable Qualifications:

Proficiency in Spanish/English, both oral and written. Master's degree in Business, Education, Marketing or related field. Prior experience with curriculum development, especially in the area of continuing education and community programming. Excellent verbal, analytical, organizational and planning skills. Familiarity with budgets and public relations

experience

Job Summary:

The Director of Continuing Education is responsible for the development and operation of the college's Continuing Education program. This includes all noncredit courses and programs, continuing education courses for state and customized training for business and industry.

Specific Job Duties:

• Coordinates the planning, development, implementation and support of the college's continuing education division;

- Works with business and industry to access needs and develop customized training;
- Prepares and implements a comprehensive marketing plan for continuing education;
- Oversees curriculum design, development and implementation of noncredit courses and programs;
- Manages planning, scheduling, budgeting and operational efficiency:
- Maintains effective communication with administration, faculty and staff:
- Recruits, supervises and evaluates faculty and personnel in continuing education
- Supervises and directs required reporting to state and national agencies
- Ensures compliance guidelines, licensure requirements and other state and federal regulations;
- Collaborates with credit faculty to identify new continuing education courses and programs;
- Research, plan, develop, implement, coordinate, track and maintain all business and industry, employee training and continuing education programs including those to satisfy licensure requirements and upgrade current workforce skills.
- Conduct area employer/employee and business needs assessments
- Develop and maintain liaison relationship between Morton College and area community and business leaders, designated agencies and offices.
- Work in conjunction with the Dean of Careers and Technical Education and other Morton College staff to develop customized business and partner agency contracts for offered training programs
- Develop marketing tools and strategies for all training programs, seminars and events
- Assist with searches for new course sites and laboratories
- Assist with curriculum development for all unit programming
- Assist with Unit registration and assessment as needed
- Assist other College areas as needed particularly the academic advising, and career planning and placement areas
- Collaborate with area IETC to provide on-site recruitment
- Research, write and develop external fund grant proposals
- Assist with grant required record keeping as needed
- Perform other job related duties as assigned by supervisor

Employee	Date
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.	
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
Physical Demands:	While performing the duties of this position, the employee is frequently required to sit, communicate, reach and manipulate objects, tools or controls. The position requires mobility. Minimum physical exertion. Duties involve moving materials weighing up to 5 pounds on a regular basis and up to 20 pounds on an occasional basis. Manual dexterity and coordination are required over 50% of the work period while operating equipment such as computer keyboard, mouse, calculator and similar machines. Some travel is involved.
Work Environment:	Usual office working conditions. The noise level in the work environment is typical of most office environments. Travel and evening and weekend hours may be necessary to attend monthly Board of Trustee meetings, other meetings, and public relations events.

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Yolanda Freemon, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Eighty-three thousand, Three hundred and Twenty-nine U.S. Dollars (\$83,329.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1^{st} June 30^{th}); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the

- death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.
- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of davs that it takes Employee to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
 - (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death,

which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Yolanda Freemon

9. MISCELLANEOUS:

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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

executed

IN WITNESS WHEREOF, the Parties has of this day of			
Executed:			
Stan Fields President, Morton College	Date		
Yolanda Freemon Employee	Date		

Morton College Job Description

Job Title: Director of Financial Aid

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

Executive Director of Operations

Required Qualifications:

The successful candidate will possess a Bachelor's degree in Business or a Liberal Arts discipline, or related experience. Extensive Leadership experience in the area of Financial Aid Administration supervising employees, packaging and certifying financial aid awards, managing aid from Title IV and other agencies including MAP awards, Veterans Benefits and institutional scholarships, working with various electronic financial aid systems and preparing accurate reports for submission to federal, state and other regulatory agencies. Familiarity and facility with computerized student database systems and the ability to utilize emerging technologies in the delivery of student services. Must have ability to successfully manage a diverse staff. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications:

Master's degree. Previous administrative experience in a community college setting. Bilingual in Spanish and English both written and oral. The candidate must demonstrate an understanding of and commitment to the community college philosophy in addition to an appreciation of and sensitivity to the importance of financial aid programs in facilitating access to higher education. The candidate must be familiar with federal and state regulations associated with financial aid and have experience with directing a comprehensive program of financial aid services including grants, loans, a variety of scholarships and Veterans benefits. Must be able to perform student and system

financial aid audits.

Job Summary:

The Director of Financial Aid will be responsible for implementing and managing a comprehensive program of financial aid opportunities and services that are compliant with federal, state,

Accreditation and institutional requirements, and which supports the colleges' objective to deliver financial aid services that are clear, compliant, professional and efficient.

Essential Job Functions

- Establish and direct the daily operation of the Financial Aid and Admissions offices. Select, train, supervise and evaluate employees in the Financial Aid office.
- Maintain financial aid records and regulatory compliance according to the federal, state, accrediting and institutional guidelines.
- Administer all operational aspects of the Financial Aid function.
- Budgetary responsibility includes: developing future budgets, monitoring present budget, and supervision of all department expenditures for college, state, and federal monies.
- Ensure that Financial Aid team is fully knowledgeable of financial aid policies and procedures and can articulate accordingly.
- Plan recruitment and retention initiatives, in cooperation with other members of the college administrative team, and faculty, including student orientation, early-bird testing and registration, and other outreach programs.
- Maintain close working relationships with personnel from local high schools, transfer colleges and universities, and the college faculty and academic deans.
- Identify and address developmental needs as observed to encourage financial aid employee's success.
- Be available to intervene/or help Financial Aid employees who need help with students, parents or with the application of a regulatory guideline.
- Identify and include stakeholders in procedural changes with potential to impact the way they manage their business area
- Share the mission of the college with the Financial Aid team
- Provide cross—training opportunities within the Financial Aid office for maximum service to students.
- Recommends changes in existing policies/procedures as needed to ensure compliance with regulatory and statutory regulations.
- Standardizes procedures so as to improve operating efficiencies.
- Provide guidance and assistance to students and/or parent(s) who seek financial aid.
- Prepare and submit reports required by federal, state and other regulatory agencies within the time—frame stipulated.

- Facilitate consensus and develop positive working relationships throughout the institution. Must be a team player and team builder.
- Will serve of the Accreditation and other committees

Other Duties:	Perform other duties as assigned
Work Environment:	Typical office environment
Physical Demands:	Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.
requirement, esser	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 Be below verifies that the employee has received and read the stial functions, duties of the position, and the conditions of ant-funded positions.
Employee	Date

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and William Jacklin, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

<u>WITNESSETH</u>:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of One hundred and eight thousand U.S. Dollars (\$108,000.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual

salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
 - (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
 - (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
 - (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
 - (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.
- 4.7 <u>Communication Devices.</u> Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee to exhaust working days personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

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

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

- 5.5 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- 7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: William Jacklin

9. MISCELLANEOUS:

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

or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed sof this day of, 2017.		
Executed:		
Stan Fields President, Morton College	Date	
William Jacklin Employee	Date	

Morton College Job Description

Job Title: Athletic Director

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

President of the College

Required Qualifications:

Master's degree from four-year college or university; five years of related experience and/or training; five years of experience in athletic leadership; or a combination of experience and education. Must be able to work flexible hours including evenings and weekends as needed. Must possess a valid, State-issued, driver's license. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable
Qualifications:

Exceptional communication skills. Bilingual in Spanish and English, both written and oral. Honesty, flexibility, punctuality, and logical reasoning ability. Ability to interact well with students, faculty and staff.

Job Summary:

The Athletic Director is responsible for providing leadership and oversight for all intercollegiate, intramural and recreational athletic staff, programs, facilities and activities. Plans, administers, and directs intercollegiate athletic activities. Directly supervises all department personnel. Carries out supervisory responsibilities in accordance with Morton College policies/procedures, including: interviewing, recommending for hire, and training athletic department employees; planning, assigning and directing work, appraising performance and disciplining employees; addressing complaints and resolving problems.

Essential Job Functions

 Interprets and participates in formulating extramural athletic policies. Liaisons and ensures compliance with the National Junior College Athletic Association (NJCAA/Region IV) as well as the Illinois Skyway Collegiate Conference (ISCC).

- Hires and discharges coaching staff and other department employees consistent with Board Policies. Plans and coordinates activities of coaching staff.
- Directs preparation and dissemination of publicity to promote athletic events. Manages all award and enshrinement related athletics programs for Morton College.
- Prepares budget, SUAP report and authorizes department expenditures.
- Prepares annual Equity in Athletics Disclosure Act Survey (EADA) and reports/surveys the college deems appropriate.
- Plans and schedules sports events, and oversees ticket sales activities. Certifies reports of income produced from athletic ticket sales.
- Works with the Morton College Athletic Association (MCAA) to generate financial support and develop fundraising sources.
- Supervises utilization of all the athletic facilities. Coordinates athletic uses of training and weight room facilities. Reviews and recommends policies, repairs, and improvements for the facilities. Coordinate the scheduling of off-site facilities when appropriate.
- Oversees compliance with Title IX/Section 504 in the athletic department and report to the College Title IX / Section 504 Coordinator on all issues relating to these regulations from the Department of Education, Office of Civil Rights; and assist with investigations as appropriate.
- Oversees the coordination of college vehicles for athletic travel, insurance claim processing, concession procedures and athletic out-of-state travel.
- Supervises the Assistant Athletic Director and Athletic Success Coordinator.
- Develop and provide a variety of student services and programs such as student athletic recruitment and retention, academic tracking and athletic eligibility, health and safety.

Other Duties:

 Perform other duties as assigned by the President of the College.

Work Environment:

Work is generally performed in an office setting. You will have designated desk space to complete your daily work. Some work and supervision will be on the Athletic Fields, Athletic Facility and Fitness Center.

Physical Demands:

Must be able to lift up to 50 lbs. and help with the set up and breakdown of tables, chairs, etc. for home game events.

Position Unit:	
	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
	re below verifies that the employee has received and read the
•	ntial functions, duties of the position, and the conditions of
employment for gr	rant-funded positions.
Employee	Date

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Lydia Falbo, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

<u>WITNESSETH</u>:

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

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. <u>REMUNERATION</u>:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Ninetynine thousand Three hundred and sixty U.S. Dollars (\$99,360.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

- coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

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

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- 7. <u>CONFIDENTIALITY</u>: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Dr. Lydia Falbo

9. MISCELLANEOUS:

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

dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS executed as of this	•			this 017.	Agreement	to	be
Executed:							
Stan Fields President, Morton Col	lege	Date					

Lydia Falbo	Date
Employee	

Morton College Job Description

Job Title: Director of Nursing Programs

Reports To and Evaluated by:

Provost

Required Qualifications:

The successful candidate will possess a minimum of a Master's degree in Nursing and be a Registered Nurse (RN). The candidate will have a minimum of five years of teaching or clinical experience. The candidate will have a minimum of five years' experience in an administrative role. The candidate will have excellent analytical, interpersonal, oral and written communications skills, as well as basic computer literacy.

Desirable Qualifications:

Academic preparation and teaching experience in pre-licensure or entry level nursing education. Experience working with culturally diverse students. Ability to use computer-assisted technology to enhance teaching and learning. Skill to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.

Job Summary:

The Director of Nursing Programs will direct all educational activities in the Nursing, Nursing Assistant and Advanced Bedside Care Technician programs including, but not limited to planning, implementing and assessing the approved curriculum and student outcomes, serving/designating the role of nursing assistant coordinator, serving/designating the role of NCCT Exam Coordinator, and teaching designated Nursing, Nursing Assistant and/or Advanced Bedside Care Technician courses to a diverse student population. It is the responsibility of the Dean to ensure that the Nursing, Nursing Assistant and Advanced Bedside Care Technician programs are in compliance with Accreditation Commission for Education in Nursing (ACEN), Illinois Department of Financial and Professional Regulation (IDFPR), Illinois Department of Public Health (IDPH) and National Center for Competency Testing (NCCT) standards and regulations. The Dean will evaluate, develop and assign faculty and will manage the daily activities of the programs and resources needed to support the programs, including: working with the institution on budget for operational and capital expenditures; participating on faculty committees; maintaining relationships with healthcare affiliates; and performing other duties related to teaching and learning at a

community college. The Director must stay abreast of ongoing developments, trends and issues in the healthcare industry and in community college education, through networking and professional development opportunities.

Specific Job Duties:

- Provide leadership in developing the Nursing, Nursing
 Assistant, Advanced Bedside Care Technician programs, and
 ensure that program content remains current with practice and
 ACEN, IDFPR, IDPH and NCCT requirements.
- Maintain oversight of operations with Nursing, Nursing Assistant and Advanced Bedside Care Technician programs.
- Coordinate the review and development of Nursing, Nursing Assistant and Advanced Bedside Care Technician programs' policies and procedures.
- Participate in local and State meetings of program deans, directors and coordinators.
- Assess need for faculty, and participate in recruitment and hiring based on needs of curriculum.
- Evaluate and mentor program faculty.
- Provide guidance to program faculty to ensure program effectiveness.
- Promote career planning and professional development of program faculty.
- Involve program faculty in decision-making.
- Communicate on a regular basis with all program faculty.
- Coordinate monthly faculty meetings, and activities of the annual Nursing Program advisory committee meeting.
- Review and assess Nursing, Nursing Assistant and Advanced Bedside Care Technician programs curriculum; submit changes for review.
- Collaborate with faculty on course content.
- Coordinate the preparation and annual review of syllabi and student handbook for Nursing, Nursing Assistant and Advanced Bedside Care Technician programs' courses.
- · Schedule courses and room assignments.
- Provide oversight of clinical healthcare affiliations, including site selection, affiliation agreements, clinical assignments and faculty selection.
- Provide oversight of textbook and teaching resources review, selection and ordering, as well as library acquisitions.
- Assist with program marketing, including brochures, catalog, web site development and community outreach.
- Assist with student recruitment: respond to all inquiries to the Nursing, Nursing Assistant and Advanced Bedside Care.
 Technician programs; coordinate application and readmission processes; review applicant and student readmission materials to ensure all program requirements are met.
- Organize and coordinate new student orientation prior to fall semester classes.

- Maintain student records.
- Address student concerns/complaints.
- Participate in academic/individual student counseling and advising.
- Facilitate creation, interpretation and enforcement of Nursing, Nursing Assistant and Advanced Bedside Care Technician programs' policies/handbooks.
- Facilitate NCLEX licensure examination application process.
- Provide oversight of application process for IDPH Nurse Aide testing.
- Provide oversight of certification testing for Advanced Bedside Care Technician Phlebotomy and ECG Technician applicants.
- Ensure compliance with college, State and National guidelines.
- Maintain program compliance with accreditation criteria.
- Maintain records for ACEN, National League of Nursing, NCCT and State reports (IDFPR, IDPH).
- Maintain policies and procedures and assessment data on students and faculty in compliance with ACEN and facility guidelines.
- Assist in the development and communicate budget preparation.
- Participate in ICCB program review.
- Coordinate maintenance of a safe and effective physical environment conducive to the needs of instruction and student learning.

Position Unit:		Administration – Exempt Revised 06-02-2014
		Faculty, Local 1600, A.F.T.
		Classified Staff - Excluded
		Classified Staff, Local 1600, A.F.T.
	\Box	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
		Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
	一	Classified Staff - Part-Time, Non-Union

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Tommy Pierce an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Ninety five thousand, nine hundred forty five U.S. Dollars (\$95,945.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of

Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Dr. Tommy Pierce

9. MISCELLANEOUS:

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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 <u>Right to Counsel</u>. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of	caused this Agreement to be executed _, 2017.	
Executed:		
Stan Fields President, Morton College	Date	
Tommy Pierce Employee	Date	

Morton College Job Description

Job Title: Dean of Adult and Community Education

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

Provost

Required Qualifications:

Master's degree in education, education administration, adult education or a related field from an accredited institution. Five years community college instructional administration required in a line position. Experience in budget, supervision, grant management, and educational planning at a community college required. Must be able to communicate at all College levels, both interdepartmental and students. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.

Desirable Qualifications:

Background in the use of technology and multimedia instruction in teaching and learning environments. Ability to acquire and administer external funding for support of programs in the Unit.

Job Summary:

Monitor, develop and implement ABE/ESL/GED, bilingual and community programming for adult students. Orientation and supervision of Unit adjunct faculty and Unit staff. Coordinate with Adult Education Grants Programs Associate, Unit grant budgets, proposals and reports.

Specific Job Duties:

- Provide leadership for planning, implementing, evaluating and coordinating the educational programs of Adult and Community Education.
- Supervise and assist faculty in all aspects of the Unit including daily tasks and long-range planning
- Monitor and assist with Unit curriculum development
- Assist with budget preparation and monitoring of daily Unit grant expenditures
- Hire, supervise, and evaluate Unit staff and faculty
- Assist with Unit staff and faculty orientations
- Create and monitor Unit policies and procedures manual
- Develop new instructional programming based on community and College population needs

- Coordinate Unit student disciplinary policy including academic honesty, and inappropriate behavior components
- Collaborate with appropriate College divisions including Student Services and Office of Admissions and Records on joint projects or services
- Develop community instructional and service partnerships
- Perform other job related duties as assigned by the Provost.

Work Environment:

Office Environment; Generally 8:00 a.m. until 4:30 p.m.; Some nights and weekends required; Summer hours generally 7:45 a.m. until 4:30 p.m. with Fridays off.

Physical Demands:

Must be able to sit at a desk for long periods of time, doing computer work as required. Walking across campus for workshops and other special events is necessary, carrying materials weighing up to 30 pounds.

Position Unit:	Administration - Exempt Professional Staff - Exempt Faculty, Local 1600, A.F.T. Adjunct Faculty, IEA-NEA Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
requirement, esse	Classified Staff - Part-Time, Local 1600, A.F.T Classified Staff - Part-Time, Non-Union re below verifies that the employee has received and read the intial functions, duties of the position, and the conditions of rant-funded positions.
Employee	Date

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Anthony Ray, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as the Executive Director of Human Resources/Ombudsman ("Executive Director of Human Resources/Ombudsman" or "Administrator") of the College; and

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

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

WHEREAS, Employee desires to serve as the Executive Director of Human Resources/Ombudsman of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Provost of the College; and

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

Employee shall receive the following as his total remuneration:

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of one hundred twenty six thousand, Nine hundred ninety-eight five U.S. Dollars (\$126,998.00) beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2019.

Employee's salary shall be based on his annual evaluations and shall be increased by the Board but shall not be less than the prior year's salary.

The parties recognize that the Employee's salary increase in this Employment Agreement over the Term may be greater than 6%, if any stipend for serving as Provost is paid for a certain duration of time and is calculated as pensionable earnings. If Employee's retirement triggers the State Universities Retirement System ("SURS") to assess a penalty against the College due to the salary increase in this Employment Agreement, Employee shall be responsible to the College for said assessed penalty.

4.2 <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred U.S. dollars (\$500.00) per Fiscal Year, to begin in the 2017-2018 Fiscal Year, to be used towards Employee's professional

development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year.

The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education Reimbursement. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2017-2018 Academic Year. The balance of Employee's education reimbursement from his previous position shall carry over for the remainder of the current Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. Starting in the 2017-2018 Academic year, any portion of the Education Reimbursement that remains unused at the termination of the Academic Year shall be paid to the Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Retention Bonus. Employee shall receive a retention bonus if employed by the College, continuously and without interruption from the Commencement Date to January 1, 2018. Employee shall receive a second retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2018. Employee shall receive a third retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2019. All retention bonuses shall be three percent (3%) of Employee's base salary on the relevant date.
- 4.5 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in this Section 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.6 <u>Insurance</u>.

A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by Employee, as listed in the schedule below for the current Fiscal Year. For Fiscal Years 2017-2018 and 2018-2019, the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollar. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.7 <u>Paid Time Off Benefits</u>. Employee shall receive the following benefits:

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by Employee's immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. Requests for vacation shall not be arbitrarily or unreasonably denied. Employee may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1, 2017 if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation. Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Employee Handbook for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.7 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.
- 4.8 <u>Communication Devices.</u> Morton College agrees to pay Employee as part of his gross compensation, the sum of two hundred U.S. dollars (\$200.00) per month to reimburse the Employee for using his own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform his job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his accrued salary and vacation until the Expiration Date of this Agreement. Nothing in this Section shall be construed to deny or limit the Employee's rights under the Family Medical Leave Act or the Americans with Disabilities Act.

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

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

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

5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good

Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:

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

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

- 5.4 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his accrued salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his capacity as an Administrator of the College.
- 7. <u>CONFIDENTIALITY</u>: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise

learns in the course of his employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Anthony Ray

9. <u>MISCELLANEOUS:</u>

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 <u>Construction and Governing Law</u>. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be applied in the interpretation of this Agreement.

- 9.3 <u>Severability</u>. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his interest in this Agreement without the prior written consent of the other. No assignment, even if

consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of		e caused this Agreement to be executed, 2017.
Executed:		
Stan Fields President, Morton College	Date	
Anthony Ray Employee	Date	

Morton College Job Description

Job Title: Executive Director of Human Resources/Ombudsman

Reports to and Evaluated by:

College President

Required Qualifications:

Bachelor's degree in human resources, industrial relations, business administration or a related field, ten (10) years of combined HR and management experience; or equivalent combination of education and experience sufficient to successfully perform the essential tasks of the job. Certified Professional in Human Resources (PHR). Experience with Labor Relations and the ability to negotiate and administer Collective Bargaining Agreements (CBAs). Demonstrated knowledge of employment law, compensation strategy, staffing practices, and benefit administration. Good oral and written skills. Experience handling matters of a confidental nature.

Desired Qualifications:

Master's degree in HR Managment, MBA, or a related field and ten (10) years HR experience and five (5) years business management experience. Certified Senior Professional in Human Resources (SPHR). Strong leadership qualities and demostrated experience leading an HR team. Experience negotiating union contracts and resolving union related issues. Experience in the Illinois higher education system. Knowledge of the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and Title IX. Ability to use Human Resources Information Systems (HRIS) such as Ellucian and PeopleAdmin. Working knowledge of all HR topics. Membership in a professional development group and evidence of continued professional development. Be well-organized, detail-oriented, self-motivated and be able to work independently with little or no supervision. Demonstrate good judgement and the ability to work well with others in a multicultural environment. Be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility and respect.

Job Summary:

Lead the HR department and be a subject matter expert on all HR related topics. Serve as a strategic HR business partner for the College. Function as a Cabinet member and advisor to the President of Morton College. Create and execute strategic planning for various HR topics and projects. Provide Ombuds services to address concerns of

currently enrolled students. The position will work collaboratively with the all departments to ensure consistency of services across the campus. Assume other duties as assigned by the President.

Specific Job Duties:

Employee/Labor Relations

- Administer, interpret, and enforce the CBAs for all union groups.
- Serve as the primary point of contact for all Union and employee related issues.
- Lead the negotation team in all collective bargaining.
- Conduct sensitive investigations into Naional Labor Relations Board (NLRB) matters. Respond to all NLRB charges in a timely manner.
- Write, approve, and/or review all workplace policies, procedures, and rules with the Administration.

Employment Law

- Serve as the Title IX Coordinator for Morton College.
- CoordinateTitle IX and investigate Equal Employment Opportunity Commission(EEOC) issues in a confidental and expedient manner.
- Enforce Federal, State, and local laws, as well as Morton College Board policies.
- Create Affirmative Action Plans and generate EEOC reports.
- Serve as the Chief Diversity Officer for Morton College.

Workforce Planning

- Create and execute strategic plans to attract, maintain, and retain top talent.
- Develop a recruiting approach to fill openings within an acceptable time frame.
- Use HRIS to monitor position management throughout the College.
- Generate reports related to all aspects of staffing.
- Maintain the Morton College performance management system.
- Create, monitor, and maintain all job descriptions for every position at Morton College.
- Insure that Employee records are being maintained according to existing laws and policies.

Compensation and Benefits

- Create and maintain a Total Rewards strategy for Morton College.
- Conduct annual salary surveys and benefit needs analysis to insure alignment with Morton College Total Rewards philosophy.

- Monitor and maintain employee benefit programs and ensure compliance with legislation and policy.
- Review all Employee Benefit programs and make recommendations for changes or retention annually.

Training and Development

- Review and approve all professional development funds for eligible employees.
- Produce development programs for employee groups.
- Conduct training sessions on HR topics for all employee groups.
- Maintain records of all employee education and training as it occurs.

Business Management

- Assume fiduciary responsibility for the HR budget and all line items related to HR issues.
- Assist with the strategic planning for the organization.
- Ensure that the organization operates in an ethical and lawful manner
- Reduce risk and exposure to the College by assisting the Board Attorney.
- Conduct periodic HR Audits to monitor compliance.

Ombudsman Services

- Conduct confidential investigations into any matter involving students and/or their conduct.
- Receive and resolve student matters. Conduct appeals in accordance with the prescribed timeline.
- Form hearing panels and guide student conduct hearings.
- Coordinate with all departments to ensure the process is fair and impartial.
- Ensure the Student Code of Conduct is followed.

Management Information Systems (MIS)

- Responsible for the performance of 10 employees, a major support contractor, and student aides.
- Supplied information technology and duplication support to the 600 employees and 7000 students at Morton College.
- Prepared and maintained a budget of over \$1.5 million dollars each fiscal year.

Classified Staff - Part-Time, Local 1600, A.F.T.	Position Unit: 🖂	Administration - Exempt
Professional Staff - Exempt Professional Staff, Part-Time - Exempt Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO Classified Staff - Service Employees, Local 73, SEIU, AFL-CI Classified Staff - Part-Time, Local 1600, A.F.T.		Faculty, Local 1600, A.F.T.
Professional Staff, Part-Time - Exempt Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO Classified Staff - Service Employees, Local 73, SEIU, AFL-CI Classified Staff - Part-Time, Local 1600, A.F.T.		Faculty-Adjunct, 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-CI Classified Staff - Part-Time, Local 1600, A.F.T.		Professional Staff - Exempt
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.		Professional Staff, Part-Time - Exempt
Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO Classified Staff - Service Employees, Local 73, SEIU, AFL-CI Classified Staff - Part-Time, Local 1600, A.F.T.		Classified Staff - Excluded
Classified Staff - Service Employees, Local 73, SEIU, AFL-C Classified Staff - Part-Time, Local 1600, A.F.T.		Classified Staff, Local 1600, A.F.T.
Classified Staff - Part-Time, Local 1600, A.F.T.		Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
		Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
Classified Staff - Part-Time, Non-Union		Classified Staff - Part-Time, Local 1600, A.F.T.
olassimos stair rait rimo, rtori simon		Classified Staff - Part-Time, Non-Union

Revised 01/05/15; 07/26/16

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Derek Shouba, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as the Dean of Arts and Sciences (""Dean of Arts and Sciences" or "Administrator") of the College; and

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of One hundred ten thousand and fifty-seven U.S. Dollars (\$110,057.00), for Fiscal Year 2017– 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

- coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

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

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

- 5.5 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- 7. <u>CONFIDENTIALITY</u>: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Derek Shouba

9. MISCELLANEOUS:

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

or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS V executed as of this				Agreement	to	be
Executed:						
Stan Fields President, Morton Colle	ge	Date				

Derek Shouba	Date
Employee	

Morton College Job Description

Job Title: Dean of Arts and Sciences

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

Provost

Required Qualifications:

Earned master's degree in a discipline within the Arts & Sciences area and a minimum of two years of college-level teaching experience. A minimum of two years of college-level administrative experience including academic program management, administration and budgeting. Experience in the leadership of college faculty. Attention to detail and ability to execute time-sensitive projects. Computer proficiency.

Desirable Qualifications:

Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.

Earned doctoral degree. Illinois community college administrative experience. Experience in: the regional accreditation process; college-wide assessment initiatives; union contract administration. Experience in dealing with student issues relevant to academic functions. Excellent written and oral communication. Experience in developing dual-credit partnerships with area high schools. Familiarity with the application of multimedia technologies to the teaching and learning process and on-line instruction. Experience

Job Summary:

The Dean of Arts and Sciences provides leadership, and manages the day-to-day operations in developmental- and transfer-level areas. Responsibilities include: course scheduling; full-time and adjunct staffing; faculty evaluation; curriculum development; course articulation; program planning; budgeting; assessment; and resolving student complaints. Collaborates with other departments to support student learning.

Essential Job Functions

- Administer the developmental and general education instructional programs of the College
- Provide administrative oversight for the Individual Learning Center (ILC), Library, and Hawthorne Works Museum
- Implement a course scheduling process that maximizes utilization of classroom space and ensures best use of staffing models while meeting the needs of students

working with diverse student populations.

- Supervise and coordinate Chairs within the Arts & Sciences
- Recommend employment, supervise, and evaluate full- and part-time faculty in general education areas, working with Chairs as appropriate
- Resolve student complaints, issues of academic honesty, and code of conduct violations
- Oversight of program and curriculum development within the Arts & Sciences
- Provide administrative leadership in the assessment of general education outcomes
- Develop and maintain program budgets through daily monitoring of requests for expenditures and yearly reporting
- Serve as an administrative member of various College committees
- Participate in the achievement of the College's strategic initiatives and enrollment management plan

Other Duties:	 Perform other duties as assigned by the Provost
Work	 Work is generally performed within an office environment,
Environment:	with standard office equipment available
Physical	 Must be able to sit or stand for long periods of time and
Demands:	work.
Position Unit:	Administration - Exempt Professional Staff - Exempt Faculty, Local 1600, A.F.T. Adjunct Faculty, IEA-NEA Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO Classified Staff - Part-Time, Local 1600, A.F.T Classified Staff - Part-Time, Non-Union

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Marisol Velazquez, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

<u>WITNESSETH</u>:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Ninety thousand Forty-five U.S. Dollars (\$90,045.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

- coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

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

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- 7. <u>CONFIDENTIALITY</u>: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Marisol Velazquez



9. MISCELLANEOUS:

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

dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHER executed as of this d				Agreement	to	be
Executed:						
Stan Fields President, Morton College	Date	_				
Marisol Velazquez Employee	Date					

Morton College Job Description

Job Title: Director of Student Development

Range: Administrator

Grant-Funded: N/A

Reports to and

Evaluated by: Vice President of Institutional Planning and Effectiveness

Required Qualifications:

Master's degree in Counseling, Psychology, Management, or related field. Five years' experience in counseling, testing or student services in a college or university setting. Familiarity and facility with computerized student database systems and the ability to utilize emerging technologies in the delivery of student services. Understanding of and commitment to the community college philosophy. Excellent communication and interpersonal skills and demonstrated ability to establish effective relationships with students, faculty and staff in a multicultural environment. Ability to provide leadership, exercise sound judgment, maintain an even temperament and demonstrate initiative, creativity and flexibility. Ability to handle multiple priorities with accuracy and attention to detail. Ability to direct a comprehensive program of counseling, testing and career services.

Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.

Desirable Qualifications:

Master's Degree. Previous experience with Ellucian Colleague software. Previous administrative experience in a community college setting. Spanish/English bilingual ability. Familiarity with employment trends, resume writing and job readiness training. Knowledge of the Workforce Investment Act (WIA) and workforce development system.

Job Summary:

Directs the operation of the Academic Advising, OAR, and Workforce Development. Exercises major responsibilities in the selection, training, supervision, scheduling and evaluation of full-time and part-time employees. Develops and monitors the annual budget, prepares and submits reports, implements programs and procedures related to personal counseling, academic advising, career planning, job placement, placement testing, graduation audits, standards of academic progress, transfer course

articulation and the promotion of personal development. Provides leadership in the areas of educational research, student orientation and special services for high-risk, nontraditional and disabled students. Develop, implement, and maintain and career planning and placement programs.

Essential Job Functions

- Administer all operational aspects of the Academic Advising, OAR, and Workforce Development. This includes but not limited to personal counseling, academic advising, career planning, job placement, placement testing, graduation audits, standards of academic progress and transfer course articulation.
- Develop informational materials including transfer guides, advising worksheets, graduation audit forms, referral guides and brochures.
- Encourage career exploration through a variety of techniques and services including employer outreach initiatives and off campus internship development.
- Conduct research and evaluate student academic progress on topics including course placement, course withdrawal, educational testing, and career testing and post-graduation status.
- Develop workshops and seminars on topics which promote personal growth and development including educational planning, study skills, stress management, test anxiety, time management, resume writing, job interviewing and career diagnosis.
- Maintain close working relationships with personnel from local high schools, transfer colleges and universities, and the college faculty and academic deans.
- Assist in the implementation and maintenance of a computerized degree audit system.
- Assist in the development and implementation of special initiatives for high-risk students including a bridge program, monitoring student academic progress in developmental courses, and faculty mentoring.
- Work with the Facilitator of Special Populations to develop academic advising and counseling services for disabled students.
- Collaborate with other student development areas for providing retention, transition and career planning and job placement activities through a variety of techniques and services including newsletter, mailings, workshops and advisement.
- Collaborate with personnel from district schools and employers to develop mutually beneficial student

- leadership and potential new employment sources.
- Conduct career testing using a variety of assessment instruments.
- Coordinate annual job fair and employer visits.
- Sustain partnership with local workforce partners and agencies.
- Maintain WIA training programs, including certifying and updating the IL Workforce Development System (IWDS).
- Serve on institutional or departmental committees as requested.

Employee	Date
requirement, esse	ure below verifies that the employee has received and read the ential functions, duties of the position, and the conditions of grant-funded positions.
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
Physical Demands:	Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.
Work Environment:	Work is generally performed within an office environment, with standard office equipment available. Due to position requirements, work may be required at off campus sites to be completed.
Other Duties:	Perform other duties as assigned.
	requestea.

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Dr. Frances Wedge, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as the Director of Physical Therapy Assistant Programs (""Director of Physical Therapy Assistant Programs" or "Administrator") of the College; and

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

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

WHEREAS, Employee desires to serve as the Director of Physical Therapy Assistant Programs of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

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

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

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

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

1. EMPLOYMENT:

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

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

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

performance of the Employee's duties hereunder, or poses an actual or potential conflict of interest with the College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. <u>RESTRICTIVE COVENANTS</u>:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Ninety two thousand Seven hundred eighty-four U.S. Dollars (\$92,784.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

4.2 <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the

President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College

shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
 - (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
 - (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
 - (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
 - (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be

prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee working days to exhaust all sick. personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- 7. <u>CONFIDENTIALITY</u>: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Dr. Frances Wedge

9. <u>MISCELLANEOUS:</u>

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

discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREC executed as of this day of	•	Agreement to be
Executed:		
Stan Fields President, Morton College	Date	

Frances Wedge	Date
Employee	

Job Title:

Director - Physical Therapist Assistant Program

Reports To and Evaluated by:

Dean of Career and Technical Education

Required Qualifications:

The successful candidate will possess at minimum a Master's degree; licensure as a physical therapist or physical therapist assistant in the State of Illinois (or licensure eligible). The candidate will have a minimum of five years of clinical experience beyond entry-level. The candidate will have a minimum of two years of didactic and/or clinical teaching and experience in administration. The candidate will have excellent analytical, interpersonal, oral and written communications skills, as well as basic computer literacy.

Desirable Qualifications:

Entry-level MPT, entry-level DPT, post-graduate advanced degree work in PT or a related field of study, and/or clinical specialist certification. Academic preparation and teaching experience in all levels of PT clinical practice and education. Experience working with culturally diverse students. Ability to use computer assisted technology to enhance teaching and learning. Skill to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect. Bilingual skills.

Job Summary:

The Director will direct educational activities of the Physical Therapist Assistant program including, but not limited to planning, implementing and assessing the approved curriculum and student outcomes, and teaching designated PTA Program courses to a diverse student population. It is the responsibility of the Director to ensure that CAPTE is notified of expected or unexpected program changes and to ensure appropriate submission of required fees and documentation. The individual will evaluate, develop and assign academic faculty. The Director will manage the daily activities of the program and resources needed to support the program, working with the institution on budget for operational and capital expenditure; participate on faculty committees; and perform other duties related to teaching and learning at a community college. The Director must stay abreast of ongoing developments, trends, and issues in instruction in the community college environment.

Specific
Job Duties:

- Provide leadership in developing the PTA program and ensure that program content remains current with practice and CAPTE requirements
- Assess need for faculty and participate in recruitment and hiring based on needs of curriculum
- Evaluate and mentor program faculty

- Provide guidance to program faculty to ensure program effectiveness
- Promote career planning and development of program faculty
- Involve program faculty in decision making
- Facilitate faculty training for tech podium, other AV equipment and on WebCT
- Train faculty on grading standards and other requirements of course content consistent with PTA program guidelines
- Communicate on a regular basis with all program faculty
- Coordinate meetings and activities of the PTA program advisory committee - minimum of two per year
- Ensure compliance with college, state and national guidelines
- Develop communication network with other PT and PTA educators throughout the state/nation
- Maintain close communication with ACCE to ensure clinical education sites are meeting the needs of the PTA program and students
- Coordinate the preparation and annual review of syllabi for PTA program courses
- Review and assess PTA program curriculum, submit changes for review
- Collaborate with faculty on course content
- Schedule courses and room assignments
- Textbook and teaching resource review, selection and ordering
- Keep current with CAPTE, APTA and state guidelines for knowledge and skills requirements of the PTA and ensure curriculum is revised accordingly
- Program marketing
- Assist with student recruitment respond to all inquiries to the PTA program, coordinate application process, conduct applicant interviews, review applicant materials to ensure all program requirements are met
- Work with admissions and financial aid to secure financial support for students as needed
- Organize and coordinate new student orientation prior to fall classes
- Maintain student records
- Address student problems/complaints
- Participate in academic/individual student counseling and advising
- Coordinate PTA student degree plan preparation
- Serve as advisor for PTA club meets once a month
- Create, interpret and enforce PTA program policies/handbooks
- Ensure students have CPR certification and HIPPA training prior to clinical education
- Prepare students for state licensure and NPTE
- Maintain program compliance with accreditation criteria
- Maintain records for Annual Accreditation Report
- Maintain policies and procedures and assessment data on

students and faculty in compliance with CAPTE and facility guidelines

- Maintain communication with CAPTE and notify of substantive program changes
- Assist in department budget preparation
- Responsible for ensuring fees are paid to relevant accrediting bodies and organizations, including but not limited to CAPTE and FSBPT
- ICCB program review
- Assist in development and evaluation of long and short term program objectives
- Recommend catalogue revision as indicated
- Plan and conduct department meetings
- Participate in college committees as indicated
- Submit class schedules developed in conjunction with PTA faculty
- Maintain effective communication with college administration including timely notification of sensitive issues
- Cooperate with public information and publication personnel in the development of PTA recruitment and promotional material and newsworthy community information
- Establish and maintain an effective liaison with relevant industries, professional groups and associations
- Program assessment to include, but not limited to:
 - Coordinate data gathering on program and student performance, interpret and analyze program data to identify areas of deficiency/success
 - Coordinate graduate and employer surveys, interpret and analyze data to identify achievement of performance objectives
 - Interpret and analyze course data from students to identify achievement of performance objectives
- Maintain relationships with alumni, advisory board members, faculty at other PT/PTA institutions in Illinois, clinical education sites
- Maintain oversight of operations within PTA program
- Coordinate equipment calibration, maintenance, repair and new purchase
- Coordinate the maintenance of a safe and effective physical environment conducive to the needs of learning and PTA instruction
- Coordinate the review and development of PTA program policies and procedures
- Maintain personal professional development
- Assist with laundry/equipment/plant maintenance

Position Unit:	\boxtimes	Administration - Exempt	
		Faculty, Local 1600, A.F.T.	

	Classified Staff - Excluded
	Classified Staff, Local 1600, A.F.T.
	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
	Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
П	Classified Staff - Part-Time, Non-Union

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Marlena Avalos an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Eighty thousand, Five hundred and Thirty-three U.S. Dollars (\$80,533.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1^{st} June 30^{th}); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the

- death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.
- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of davs that it takes Employee to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
 - (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death,

which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Marlena Avalos

9. MISCELLANEOUS:

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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of		caused this Agreement to be executed _, 2017.
Executed:		
Stan Fields President, Morton College	Date	
Marlena Avalos Employee	Date	

Job Title: Registrar

Range: Administrator

Grant-Funded: NA

Reports to and Evaluated by:

Vice President of Institutional Planning and Effectiveness

Required Qualifications:

Bachelor's Degree; three to five years of experience in registration and student academic records management in a college or university setting; experience in personnel management; understanding and use of computerized student information systems; strong knowledge of FERPA guidelines and other federal and state record regulations. Have the ability to work a flexible schedule.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications:

Ability to interact well with students, faculty, and staff; be a detailoriented self-starter; demonstrate patience and understanding; cultivate a strong team environment; and have knowledge of webbased registration systems. Must possess excellent leadership, interpersonal, organizational, and analytical skills.

Job Summary:

Responsible for supervising and managing all aspects of Registrar services including academic records management; coordination of information technologies that impact a student's admission, registration, academic support, semester course schedule data entry and registration; enrollment reporting; and the supervision of all Admission and Records Office.

Essential Job Functions

- Direct the Admissions, Registration and Student Records functions.
- Supervise the daily activities and work schedules of the Admissions and Records Office Staff.
- Supervise and instruct support staff on methods and procedures regarding registration, record maintenance,

- enrollment verification, transcript production, course schedule production, and FERPA compliance.
- Plan registration schedules and organizing registration procedures in conjunction with Morton College procedures.
- In conjunction with MIS, investigate, research and implement new technologies or processes which benefit students and staff, including the computerized student information system, the touchtone and on-line registration systems; distance learning courses and programs; degree-audit systems; transcript production; enrollment verification; etc.
- Produce statistical reports concerning student records, registration totals and enrollment requested by administration.
- Supervise and prepare necessary data work orders for course registration activities; student purges for non-payment; academic record maintenance, including disposal and microfilming; midterm attendance; final grade processing and grade report mailing.
- Assist in the production of the annual college catalog and the fall, spring and summer class schedules.
- Supervise input of all course information into the computer database for production of the fall, spring and summer class schedules.
- Assist in the auditing process of student records by internal and external agencies.
- Inform faculty, academic advisors, counselors and other individuals and offices of procedures or changes as they relate to the Records Office.
- Serve as a member of departmental and institutional committees as needed.

Other Duties:	 Perform other duties and special projects as assigned
Work Environment:	Typical office environment
Physical Demands:	Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.
Position Unit:	Administration - Exempt Professional Staff - Exempt Faculty, Local 1600, A.F.T. Adjunct Faculty, IEA-NEA Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO

requirement, essei	ure below verifies that the employee has received and read ential functions, duties of the position, and the conditions grant-funded positions.	
requirement, essei	ential functions, duties of the position, and the conditions	
	Classified Staff - Part-Time, Local 1600, A.F.TClassified Staff - Part-Time, Non-Union	

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Blanca Jara, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as the Director of Public Relations and Community Outreach (""Director of Public Relations and Community Outreach" or "Administrator") of the College; and

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

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

WHEREAS, Employee desires to serve as the Director of Public Relations and Community Outreach of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Fifty-six thousand, Nine hundred and twenty five U.S. Dollars (\$56,925.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 <u>Insurance</u>.

- A. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

- coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

4.7 <u>Communication Devices.</u> Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. <u>TERMINATIO</u>N:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;

- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts

notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave. Berwyn, IL 60402.

If to Employee: Blanca Jara

9. MISCELLANEOUS:

- 9.1 <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 9.2 <u>Construction and Governing Law.</u> Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 9.3 <u>Severability</u>. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall

- be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 <u>Modification</u>. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing, signed by each Party and approved by the Board. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.
- 9.6 <u>Headings</u>. 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.
- <u>9.7</u> Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHERE executed as of this day	OF, the Parties have of	Agreement	to b
Executed:			
Stan Fields President, Morton College	Date		
Blanca Jara Employee	Date		

Morton College Job Description

Job Title: Director of Public Relations and Community Outreach

Range: NA

Grant-Funded: NA

Reports to and Evaluated by:

President of the College

Required Qualifications:

Minimum Bachelor's degree in communications, public relations, marketing, journalism, English or related field with a minimum of 2 years experience. Excellent written, verbal, and interpersonal skills.

Demonstrated ability to write about complex subject matter in a clear, accessible way. Strong leadership skills and demonstrated ability to provide strategic consultation and execution of long-range plans.

Experience with newsletter development, copyediting, web writing, and managing social media strategies. Self-starter with demonstrated ability to meet deadlines in a fast-paced environment. Experience managing creative development and production processes related to online and print materials. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.

Desirable Qualifications:

Masters Degree and 5 years of related experience. Ability to collaborate and foster collaborative activities. Demonstrated ability to cultivate and sustain vendor relationships. Demonstrated ability to be diplomatic, making sound judgments while thinking independently. Command of the Spanish language a plus.

Job Summary:

Responsible for setting and executing the media, community outreach, and communications strategy for the College. The Director establishes and maintains the visibility of Morton College throughout the community at large through good vendor relations, student recruitment strategies, and sound marketing/communication techniques.

Specific Job Duties:

- Develop and implement a long range, strategic marketing and communications plan, which aligns with the College's Strategic Plan, and which includes, but is not limited to: The development of communications tactics and materials that clearly articulate the district's vision, goals, and strategies. Provides consistent and proactive messaging across the College and with external constituents that promotes and strengthens Morton College's brand. This may include the development of talking points, PowerPoint templates, and other tools and resources for use by Administrators and staff.
- Provide leadership and strategic oversight for communications to ensure that all written and digital materials include and align with key messaging and the overall communications plan. Includes timely and strategic dissemination of online and print communications/materials to strengthen relationships and keep the community updated and engaged.
- Create strategies to reach potential students by using various medium and communications platforms. Extend the reach of Morton College through these platforms.
- Create College procedures relating to all aspects of internal and external communications as Directed by the VP of Administration and/or the College President. This includes developing and providing proactive and timely communications related to areas of sensitivity or controversy.
- Manage the creative development and production process (conceptualization, writing, editing, design, printing, distribution) for a Strategic Plan and social media communications.
- Cultivate relationships with media; respond to media inquiries on behalf of Morton College. Serve as an additional spokesperson for Morton College when needed.

- Engage the community at large and the potential students to collaborate events and activities that may attract them to the College.
- Other duties as assigned by the VP of Administration.



Essential	Jok
Functions	S :

See specific duties listed above.

Functions:		
Work Environment:		hanging environment that includes office work as well as working utdoors in weather.
Physical Demands:	cc ec m El	ossess a valid drivers license; travel through the community ontinuously; limited travel throughout state. Transport and set-up quipment. Work in a fast-paced environment. Ability to visually and anually access computer screens and electronic records in the College RP system. Ability to manually input data; ability to lift and transport up 50 lbs.
Position Unit:	\boxtimes	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



MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Joseph Belcaster an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. <u>REMUNERATION</u>:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Fifty-three thousand, Three hundred and three_U.S. Dollars (\$53,303.00) for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1^{st} June 30^{th}); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the

- death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.
- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of davs that it takes Employee to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
 - (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death,

which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Joseph J. Belcaster



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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of		caused this Agreement to be executed _, 2017.
Executed:		
Stan Fields President, Morton College	Date	
Joseph Belcaster Employee	Date	

Morton College Job Description

Job Title: Assistant Athletic Director		
Reports to and Evaluated by:	Athletic Director	
Required Qualifications:	Bachelor's degree from four-year college or university; 2-3 years of related experience and/or training. Must be able to work flexible hours including evenings and weekends as needed. Must have a valid driver's license and the ability to drive Morton College vehicles. Must be able to demonstrate Morton College core values of compassion, fairness, responsibility, respect, tolerance, and truth.	
Desirable Qualifications:	Two years of experience in athletic leadership. College Athletics experience preferred. Exceptional communication skills. Honesty, flexibility, punctuality, and logical reasoning ability. Ability to interact well with students, faculty and staff. Bilingual in Spanish and English, both written and oral.	
Job Summary:	The Assistant Athletic Director is responsible for coordinating administrative direction and oversight for all intercollegiate, intramural and recreational athletics staff, programs, facilities and activities. Coordinates plans, administers, and directs intercollegiate athletic activities.	
Specific Job Duties:	 Assists the Athletic Director with/in: Supervises coaching staff and other department employees consistent with Board Policies Directs preparation and dissemination of publicity to promote athletic events Plans and coordinates activities of coaching staff Plans and schedules sports events Will be integral in planning for future athletic facility expansion and renewal Assumes the responsibilities of the Athletic Director in his/her absences Coordinates and transports athletes to off-site events Title IX / 504 Responsibilities: Will assist the Athletic Director, who is a Title IX / 504 Deputy, with overseeing compliance in the athletic department and reporting to the College Title IX /504 Coordinator (HR Office) all issues relating to these regulations from the Department of Education, Office of Civil Rights; and assist with investigations as appropriate Performs other duties as assigned by the Athletic Director and/or the President of the College. 	
Position Unit:	 □ Administration Exempt □ Faculty, Local 1600, A.F.T. □ Professional Staff - Exempt □ Classified Staff - Excluded 	

Classified Staff, Local 1600, A.F.T.

Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO

Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
Classified Staff - Part-Time, Local 1600, A.F.T.
Classified Staff - Part-Time, Non-Union

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Mireya Perez, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Ninety five thousand, Four hundred fifty U.S. Dollars (\$95,450.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual

salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
 - (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
 - (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
 - (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
 - (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.
- 4.7 <u>Communication Devices.</u> Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. <u>TERMINATION</u>:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of that it takes Employee exhaust working days to personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or

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

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

- 5.5 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.
- 6. RETURN OF THE COLLEGE'S PROPERTY: At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.
- 7. CONFIDENTIALITY: Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
- 8. NOTICE: Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

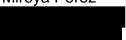
Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Mireya Perez



9. MISCELLANEOUS:

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

or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which is not expressly set forth in this Agreement.

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of	the Parties have caused this Agreement to be execute, 2017.	
Executed:		
Stan Fields President, Morton College	Date	
Mireya Perez Employee	Date	

Morton College Job Description

Job Title: Director of Business Services

Reports to and Evaluated by:

College President

Required Qualifications:

Bachelor's degree in Accounting, and a minimum of two years of financial management and supervisory experience in Community College or other school districts, or the public or private sector and a proven record of outstanding supervisory skills. Must have thorough understanding of Fund accounting and computable aptitude. Knowledge of college accounting practices and principles; strong spreadsheet and word processing skills. Must be proficient in payroll and financial software Ellucian Colleague Finance. Knowledgeable in Excel, Word and Access

Desirable Qualifications:

MBA and/or Certified Public Accountant. Ability to interact well with students, faculty, and staff. Have good oral and written communication skills. Have prior supervisory experience. Must be able to demonstrate Morton College core values of compassion, fairness, responsibility, tolerance, truth, and respect.

Job Summary:

This administrator serves as the primary contact for all departments relating to institutional financial management including the development and preparation of the annual budget, grant and internal control compliance, and financial reporting. Prepares timely and accurate financial reports for all funds; coordinate the claiming and receipt of revenues; and supervise the accounting staff in conjunction with the Controller. Manages college budgets and ensures accuracy and that all budget guidelines are met. Ensures that the financial operations and results of the College are conducted with accuracy and integrity Reviews all contracts, regardless of funding nature to ensure compliance with Morton College's procedures and State and Federal laws/regulations.

Specific Job Duties:

 Monitor and direct College purchasing activities, formulate purchasing policies, and recommend procedures to include the establishment of trade relationships, maintenance of equipment and supply catalogs, price files, specification books and files.

- Prepare the College's annual budget for approval by the College's Board of Trustees. This process will be in cooperation with the College President, and the Administrative Cabinet.
- Develop and maintain a functional system for accounting, purchasing, financial inventory, and budgetary control.
- Assume responsibility for overseeing the College's annual audit.
- Negotiate/approve contracts and agreements with suppliers, distributors, federal and state agencies, and other organizational entities as approved by the College President; works with the College Attorney as necessary.
- Serve as a member of the President's Administrative Cabinet; and contribute to major strategic planning and resource allocation decisions.
- Develop, plan, and implement policies, objectives, and activities of the College to ensure continuing operations, to maximize returns on investments, and to increase productivity.
- Review various reports submitted by staff members and recommend approval or to suggest changes.
- Plans, prepares, and coordinates financial studies, projections, audits, and related reports as required by state, regional, and national agencies as needed by the College President.
- Serves on administrative teams in collective bargaining negotiations with recognized faculty and employee unions when appointed by the College President to do so.
- Responsible for all property, liability, vehicle, worker's compensation, and sports insurance programs and coordinates annual review of the program through the Community College Insurance Consortium.
- Responsible for the operations of the College Bookstore and Cafeteria.
- Invest College Funds in accordance with Board policy and the Investment of Public Funds Act and is responsible for preparation of the annual tax levy.
- Shall serve as the College's Chief Financial Officer and Treasurer.
- Reports directly to the College President.

Position Unit:	 ✓ Administration – Exempt ☐ Faculty, Local 1600, A.F.T. ☐ Professional Staff - Exempt ☐ Classified Staff - Excluded

Classified Staff, Local 1600, A.F.T.
Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
Classified Staff - Part-Time, Local 1600, A.F.T.
Classified Staff - Part-Time, Non-Union

Approved 11/14/12

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Wendy Vega-Huezo, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as the Associate Director of Human Resources (""Associate Director of Human Resources" or "Administrator") of the College; and

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Seventy four thousand Three hundred forty U.S. Dollars (\$74,340.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of davs that it takes Employee to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude:
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

(F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

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

- 5.3 Termination by Employee for Good Reason. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 <u>Termination due to Death</u>. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of

Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Wendy Vega-Huezo

9. MISCELLANEOUS:

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

- 9.6 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 <u>Right to Counsel</u>. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of		e caused this Agreement to be executed, 2017.
Executed:		
Stan Fields President, Morton College	Date	
Wendy Vega-Huezo Employee	Date	

Morton College Job Description

Job Title: Associate Director of Human Resources

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by:

Executive Director of Human Resources/Ombudsman

Required Qualifications:

Bachelor's degree in human resources, industrial relations, business administration, PHR, or a related field with five (5) years experience; or equivalent combination of education and experience sufficient to successfully perform the essential tasks of the job. Knowledge and ability to assist with the administion of all aspects of union environments, including word processing and all data entry including budget, scheduling, special projects, spreadsheets and other computer applications. Knowledge of legal procedures required for an equal opportunity process. Knowledge of federal, state, and local laws as they relate to employment and employee issues. Demonstrated experience in conflict resolution. Good oral and written skills.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications:

Master's degree, SPHR, and experience in related field. Experience with union environment. Ability to use the Ellucian or other administrative software. Experience in the Illinois higher education system. Be well-organized, detail-oriented, self-motivated and be able to work independently with little or no supervision. Demonstrate good judgement and the ability to work well with others in a multicultural environment.

Job Summary:

To coordinate all general office functions including assistance with recruitment, employment evaluation, compensation, benefits administration, data, collective analysis and reports. To manage the effective use of Ellucian Human Resource program applications within the department. To assist with the contract administration for five (5) collective bargaining agreements. To participate in situations of a highly confidential nature. To develop

and submit reports to various state and federal educational agencies.

Essential Job Functions

- Support policies, programs and practices which enhance the College's recruitment, development and retention needs
- Prepare and enter data or information from source documents, rough draft copy or general instructions into routine and technical materials including forms, statistical reports and correspondence
- Assist with all general office procedures which include Ellucian or other HR systems, completing correspondence, reports and related material
- Maintain personnel and payroll information used for Ellucian or other database records
- Organizes and manage employee benefits and renewal procedures
- Assist in all collective bargaining negotiations with five labor unions and assist with contract administration
- Assist with the design, develop, and modify comprehensive relational Ellucian or other databases for faculty and staff
- Provide administrative assistance with the duties including purchasing, records control, projects and budget
- Assist with strategic planning
- Creates simple word processing templates, form letters, database tables and spreadsheets and may maintain web pages
- Develop and maintain online social media recruitment
- Develop and execute "new employee" orientation program
- Manage online employee benefit information

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

Work Environment:

Standard office environment with use of standard office equipment.

Physical Demands:

Prolonged sitting. Some lifting up to 20lbs. Occasional, standing, stooping and bending.

Position Unit:	Administration - Exempt Professional Staff - Exempt Faculty, Local 1600, A.F.T. Adjunct Faculty, IEA-NEA Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety Local 73, SEIII, AEI -CIO
	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO

Employee signature below verifies that the employee has received and read the							
requirement, esser employment for gr	•	•	ition, and the co	onditions of			

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 1st day of July 2017 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Erika Tejeda, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. <u>EMPLOYMENT</u>:

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

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

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

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

2. <u>TERM</u>:

The term of Employee's employment shall commence on the 1st day of July 2017 (the "Commencement Date") and shall continue until the 30th day of June 2019 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

4.1 <u>Base Salary</u>. Employee shall receive an annual base salary of Seventy Thousand U.S. Dollars (\$70,000.00), for Fiscal Year 2017 – 2018 (July 1, 2017 – June 30, 2018) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2018.

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

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

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

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 <u>Illinois State Universities Retirement System</u>. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 <u>Insurance</u>.

- A. <u>Comprehensive Medical Insurance</u>. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. <u>Dental Insurance</u>. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. <u>Vision Insurance</u>. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. <u>Life Insurance</u>. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual

salary to the closest lowest thousand dollars. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

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

- (A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1st - June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of fifteen (15) vacation days annually. Any vacation time accrued and unused in one (1) fiscal year in excess of fifteen (15) days will be lost. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of fifteen (15) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and
- (B) Five (5) days of personal leave per Fiscal Year (July 1st June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and
- (C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and
- (D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of days that it takes Employee to exhaust personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 <u>Termination by the College for Cause</u>. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - (A) Employee's conviction or plea of nolo contendere to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability:
 - (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
 - (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by

Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College.

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

- 5.3 <u>Termination by Employee for Good Reason</u>. Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - (A) Any material breach of this Agreement by the College;
 - (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
 - (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

- 5.4 <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

If to the College: Morton College

3801 South Central Ave.

Cicero, IL 60804

Attn.: President's Office

With copy to: Morton College's Legal Counsel

Del Galdo Law Group, LLC 1441 South Harlem Ave.

Berwyn, IL 60402.

If to Employee: Erika Tejeda

9. MISCELLANEOUS:

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

- 9.7 Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 9.8 <u>Signing in Counterparts</u>. 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 <u>Assignment</u>. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

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

IN WITNESS WHEREOF, as of this day of		e caused this Agreement to be executed, 2017.
Executed:		
Stan Fields President, Morton College	Date	
Erika Tejeda Employee	Date	

Morton College Job Description

Job Title: Director of Grants and Compliance

Reports to and Evaluated by:

Dean of Adult and Community Education

Required Qualifications:

Bachelor's degree in Adult Education, English or related field with additional coursework in Business or Finance. Two years' experience working in a post-secondary educational setting. Two years' grant proposal writing and submission, budget preparation and grant monitoring. Must possess superior interpersonal and writing skills and demonstrated knowledge of the multi-cultural workplace. Must be self-motivated and able to think and work independently. Must be able to multi-task and work within deadlines. Must be able to interact with people at all college levels, both interdepartmentally and with students. Familiarity with standardized assessments (TABE and CASAS) for Adult Education students.

Desirable Qualifications:

Bilingual Spanish/English. Knowledge of Community College programming, especially Adult Basic Education and its distinct programs: ESL, GED, ABE and Community Programming. Experience supervising community college staff, Be able to demonstrate Morton College core values of truth, compassion, fairness, responsibility, and respect.

Job Summary:

Coordinate all grant program activities of new and existing grants including proposal writing and submission, budget preparation, compliance and monitoring. Ensure registration and testing processes are efficient and in compliance with ICCB policies. Be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility and respect. Supervise three specialists in the department.

Specific Job Duties:

- Gather, prepare and submit pertinent data and materials for all department grant proposals and programs, both new and existing
- Working with Dean and other staff members, ensure compliance with ICCB Adult Education policies,

- including registration, testing, attendance, and instruction
- Write and submit grant proposals for existing and potential grants
- Prepare budgets for all department and/or College grant programs, both new and existing
- Maintain database of departmental grant budgets for awarded grant programs
- Monitor all departmental grant allocations and funds to ensure local, state and federal compliance
- Monitor and follow guidelines for all departmental grant programs to ensure local, state and federal compliance
- Comply with and submit all grant program reporting requirements
- Serve as College representative of Area Planning Council
- Track and monitor all Continuing Education and Community Service program expenditure and grant program expenditures to ensure budget reconciliation
- Monitor and coordinate all AE grant programs to ensure smooth operation and programming
- Seek out additional grant funds for future departmental and College programming
- Perform other job related duties as assigned by supervisor
- Supervise the Adult Education Assessment Retention and Transition Specialist.
- Supervise the Adult Education Enrollment and Data Specialist.
- Supervise the Adult Education Public Assistance Specialist

Position Unit:	\boxtimes	Administration - Exempt
		Faculty, Local 1600, A.F.T.
		Faculty-Adjunct, IEA-NEA
		Professional Staff - Exempt
		Professional Staff, Part-Time - Exempt
		Classified Staff - Excluded
		Classified Staff, Local 1600, A.F.T.
		Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
		Classified Staff - Service Employees, Local 73, SEIU, AFL-CIC
		Classified Staff - Part-Time, Local 1600, A.F.T.
		Classified Staff - Part-Time, Non-Union

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: Maria Anderson; Anthony Ray

Subject: Fwd: Personnel Action Item-November Board

Date: Tuesday, October 31, 2017 4:04:06 PM

Ok

Begin forwarded message:

From: Anthony Ray <anthony.ray@morton.edu>
Date: October 31, 2017 at 2:42:41 PM CDT
To: Stan Fields <stan.fields@morton.edu>

Cc: Wendy Vega-Huezo <<u>wendy.vega-huezo@morton.edu</u>>, Doris Rivera <<u>Doris.Rivera@morton.edu</u>>, Maria Anderson <<u>maria.anderson@morton.edu</u>>,

Melissa Mollett < melissa.mollett@morton.edu > Subject: Personnel Action Item-November Board

Proposed Action: That the Board approve a stipend of \$10,250.00 for Anthony Ray for work performed in the Position of interim Director of Deskside Services of Morton College for the period of July 1, 2017 to November 30, 2017, as submitted.

Rationale: [Required by Board Policy #1.1.1]. Employee assumed the duties of the Director of Deskside Services. Employee was responsible for managing the department on an interim basis.

Cost Analysis: \$10,250.00 in salary for the work performed during the interim period. No change in benefits.

Attached: NA

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**

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

From: <u>Stan Fields</u>
To: <u>Melissa Mollett</u>

Cc: Maria Anderson; Keith McLaughlin

Subject: Fwd: Addendum-ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR FALL 2017

Date: Tuesday, October 31, 2017 12:38:27 PM
Attachments: Fall-17-2 Adult Ed Stipend Report.pdf

ATT00001.htm

Ok

Begin forwarded message:

From: Keith McLaughlin < Keith. McLaughlin@morton.edu >

Date: October 31, 2017 at 10:37:20 AM CDT **To:** Stan Fields <<u>stan.fields@morton.edu</u>>

Cc: Melissa Mollett < melissa.mollett@morton.edu >, Roxanne M Barone

<<u>Roxanne.Barone@morton.edu</u>>

Subject: FW: Addendum-ADJUNCT FACULTY

ASSIGNMENT/EMPLOYMENT REPORT FOR FALL 2017

I approve this for action at the November 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: Tuesday, October 31, 2017 9:19 AM

To: Keith McLaughlin < <u>Keith.McLaughlin@morton.edu</u>>

Subject: Addendum-ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR FALL

2017

Keith,

The following needs Board approval:

PROPOSED ACTION: THAT THE BOARD APPROVE THE ADDENDUM TO THE ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR FALL SEMESTER 2017 IN THE AMOUNT OF \$166,303.90 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: \$166,303.90 pending additional class cancellations and/or additions, which would subsequently be submitted for approval

\$159,703.90 paid through Adult Education grant funds

ATTACHMENT: Adjunct Faculty Assignment/Employment Report – Fall 2017, Addendum

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 ADDENDUM-FALL ADJUNCT FACULTY EMPLOYMENT/ASSIGNMENT REPORT

Person Full NameSection NameSection TitleEnrollmentAssignment PaidCreditsSection Start EnrollmentAbate, NannetteESL-067-F9Beg Writing Wkshop II5\$2,509.8939/25Abate, NannetteESL-090-M2Conversational Practice I29\$1,673.26210/20Abenante, SophiaESL-012-E3English as a Second Language16\$2,674.92310/23Abdel-Jaber, NellieESL-032-F3ESL III11\$2,642.94310/23Annoreno, AngeloABM-010-F9Beginning Mathematics4\$2,493.2439/16Annoreno, AngeloABM-010-F8Beginning Mathematics18\$2,493.24310/23
Abate, Nannette ESL-090-M2 Conversational Practice I 29 \$1,673.26 2 10/20 Abenante, Sophia ESL-012-E3 English as a Second Language 16 \$2,674.92 3 10/23 Abdel-Jaber, Nellie ESL-032-F3 ESL III 11 \$2,642.94 3 10/23 Annoreno, Angelo ABM-010-F9 Beginning Mathematics 4 \$2,493.24 3 9/16
Abenante, Sophia ESL-012-E3 English as a Second Language 16 \$2,674.92 3 10/23 Abdel-Jaber, Nellie ESL-032-F3 ESL III 11 \$2,642.94 3 10/23 Annoreno, Angelo ABM-010-F9 Beginning Mathematics 4 \$2,493.24 3 9/16
Abdel-Jaber, Nellie ESL-032-F3 ESL III 11 \$2,642.94 3 10/23 Annoreno, Angelo ABM-010-F9 Beginning Mathematics 4 \$2,493.24 3 9/16
Annoreno, Angelo ABM-010-F9 Beginning Mathematics 4 \$2,493.24 3 9/16
Bridges, Maureen ESL-032-S3 ESL II 8 \$2,811.27 3 10/23
Bridges, Maureen ESL-067-F0 Beg Writing Wkshop II 11 \$2,811.27 3 9/16,
Chin, Dixon ESL-042-C3 ESL IV 15 \$2,811.27 3 10/23
Choudhury, Parsa ESL-035-M2 Beg Conversational Practice 28 \$1,827.86 2 10/20/
Cisco Jr, Taylor GED-012-F5 GED Review 10 \$2,393.46 3 10/12
Enstrom, Elena ESL-052-N3 English As a Second Language V 15 \$2,642.94 3 10/23
Erkins, Mary ESL-042-C4 ESL IV 25 \$2,642.94 3 10/12
Fram, Harriet ESL-042-S3 ESL IV 15 \$2,742.72 3 10/23
Fram, Harriet ESL-065-F0 Beginning Writing Workshop 21 \$2,742.72 3 9/16
Garcia, Jose ESL-022-C3 ESL II 17 \$2,742.72 3 10/23
Garcia, Jose ESL-092-F9 Conversational Practice II 15 \$2,742.72 3 9/16
Garcia, Jose ESL-035-V2 Beg Conversational Practice 7 \$1,828.48 2 10/20
Gonzalez, Sotero ESL-035-L4 Beg Conversational Practice 13 \$2,393.46 3 10/12
Halsey, Meg ESL-012-C4 English as a Second Language 10 \$2,742.72 3 10/12
Halsey, Meg ESL-092-V2 Conversational Practice II 10 \$1,828.48 2 10/20
Huff, Cheryl ABE-040-F6 Reading and English 4 24 \$2,642.94 3 10/12
Jundt, Gene GED-012-F6 GED Review 17 \$2,881.56 3 10/12
Kamien, Linda ABE-091-F6 Mathematics 2 15 \$2,742.72 3 10/23
Latham-Williams, Karen ABE-030-F9 Reading and English 3 8 \$2,742.72 0.5 9/22
Latham-Williams, Karen ABE-040-F5 Reading and English 4 25 \$2,742.72 3 10/12

2017 ADDENDUM-FALL ADJUNCT FACULTY EMPLOYMENT/ASSIGNMENT REPORT

Lopez, Flora	ESL-012-60	English as a Second Language	24	\$2,642.94	3	10/12/2017
Lopez, Flora	ESL-035-F9	Beg Conversational Practice	34	\$2,642.94	3	9/16/2017
Lubeck, Sarah	ESL-052-S3	English As a Second Language V	15	\$2,811.27	3	10/23/2017
Lubeck, Sarah	ESL-090-V2	Conversational Practice I	27	\$1,874.18	2	10/20/2017
Marquez, Maria	ESL-042-60	ESL IV	23	\$2,642.94	3	10/12/2017
Martinez, Pearl	ESL 030 E1	ESL III	9	\$2,393.46		8/23/2017
Martinez, Pearl	ESL 032 E3	ESL III	18	\$2,393.46	3	10/23/2017
Mathelier, Lisa	ESL-062-N3	ESL VI	15	\$2,742.72	3	10/12/2017
McCoy, C. James	ESL-032-C4	ESL III	8	\$2,642.94	3	10/12/2017
McCoy, C. James	ESL-065-F9	Beginning Writing Workshop	17	\$2,642.94	3	9/25/2017
McManmon, Zoe	ESL-062-60	ESL VI	12	\$2,881.56	3	10/12/2017
Miral, Luis	ESL-052-E3	English As a Second Language V	9	\$2,742.72	3	10/23/2017
Pencheva, Tsonka	ESL 022 60	ESL II	21	\$2,742.72	3	10/12/2017
Perez, Margarita	ABE-030-F6	Reading and English 3	6	\$2,742.72	3	10/12/2017
Pettus, Exodus	ABE-091-F5	Mathematics 2	10	\$2,642.94	3	10/23/2017
Phillips, Carol	ESL-052-60	English As a Second Language V	16	\$2,742.72	3	10/12/2017
Ramirez, Elaine	ESL-090-F9	Conversational Practice I	18	\$2,642.94	3	9/19/2017
Ramirez, Elaine	ESL-012-C3	English as a Second Language	14	\$2,642.94	3	10/23/2017
Rein, Jack	GED-012-F8	GED Review	14	\$2,619.48	3	10/12/2017
Reynard, Michael	MAT-012-F9	Mathematics for Proficiency	2	\$2,811.27	3	9/16/2017
Rohl, Michael	ABE-091-F8	Mathematics 2	18	\$2,674.92	3	10/23/2017
Roland, H.M. Joyce	ESL-032-C3	ESL III	19	\$2,811.27	3	10/23/2017
Sanchez, Pedro	ESL-022-E3	ESL II	26	\$2,811.27	3	10/23/2017
Steinz, Margaret	GED-012-F9	GED Review	2	\$2,742.72	3	9/22/2017
Steinz, Margaret	ABM-010-F7	Beginning Mathematics	19	\$2,742.72	3	10/23/2017
Steinz, Margaret	MAT-012-F6	Mathematics for Proficiency	25	\$2,742.72	3	10/23/2017
Taylor, Kimberly	ABE-030-F5	Reading and English 3	12	\$2,609.67	3	10/12/2017
Taylor, Kimberly	MAT-012-F5	Mathematics for Proficiency	17	\$2,609.67	3	10/23/2017

2017 ADDENDUM-FALL ADJUNCT FACULTY EMPLOYMENT/ASSIGNMENT REPORT

Tito, Frank	ESL-032-60	ESL III	26	\$2,811.27	3	10/12/2017
Trevino-Garcia, Linda	ABM-010-F6	Beginning Mathematics	19	\$2,742.72	3	10/23/2017
Ulit, Enriqueta	ESL-042-E3	ESL IV	15	\$2,642.94	3	10/23/2017
Ulit, Enriqueta	ESL 009 F3	ESL I	7	\$2,642.94	3	10/23/2017
Valeriano, Joann	BHC 010 F9	Bridge to Healthcare Careers	17	\$1,304.84	2	10/20/2017
Winningham, Susan	ESL-062-E3	ESL VI	8	\$2,742.72	3	10/23/2017
Zabransky, Angela	ESL-092-M2	Conversational Practice II	18	\$1,673.26	2	10/20/2017
		TOTALS:	974	\$ 159,703.90		

Mary Jo Buongiomo	SND 003 02	Fun Fitness & Recreation	7	\$ 400.00	0	8/14/2017
Joseph Buongiomo	SND 004 04	Skills for Daily Living	9	\$ 400.00	0	8/14/2017
Mary Jo Buongiomo	SND 004 01A	Skills for Daily Living	6	\$ 500.00	0	9/5/2017
Mary Jo Buongiomo	SND 004 01D	Skills for Daily Living	4	\$ 700.00	0	9/5/2017
Joseph Buongiomo	SND 004 01B	Skills for Daily Living	2	\$ 500.00	0	9/5/2017
Joseph Buongiomo	SND 004 01E	Skills for Daily Living	3	\$ 700.00	0	9/5/2017
Ann Lewis	SND 004 01C	Skills for Daily Living	2	\$ 500.00	0	9/5/2017
Ann Lewis	SND 004 01F	Skills for Daily Living	2	\$ 700.00	0	9/5/2017
George Fortier	MEC 001 01	Auto Maintenance	17	\$ 1,200.00	0	9/16/2017
Mary Testa	TST 002 01	Accuplacer Review (LA)	7	\$ 500.00	0	10/2/2017
Cisco Taylor	TST 003 01	Accuplacer Review (Math)	10	\$ 500.00	0	10/4/2017
		TOTALS:	69	\$6,600.00		