

*MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 23th day of January 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.

W I T N E S S E T H:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Athletic Director of the College and be employed as the Athletic Director of the College.

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

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

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

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

2. TERM:

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

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred Eight Thousand U.S. Dollars (\$108,000.00), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

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

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

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

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

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

4.5 Insurance.

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

1. FY 2014-2015

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

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

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

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

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

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

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) 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 1<sup>st</sup>, 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 30<sup>th</sup> 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<sup>st</sup> – June 30<sup>th</sup>); 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 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

If to Employee:      William Jacklin  
                              



9. MISCELLANEOUS:

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Executed:

\_\_\_\_\_ Date  
 Stan Fields  
 President, Morton College

\_\_\_\_\_ Date  
 William Jacklin  
 Employee



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# College Job Description

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<b>Job Title:</b>	Athletic Director
<b>Range:</b>	Administrator
<b>Grant-Funded:</b>	N/A
<b>Reports to and Evaluated by:</b>	President of the College
<b>Required Qualifications:</b>	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.
<b>Desirable Qualifications:</b>	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.
<b>Job Summary:</b>	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.
<b>Essential Job Functions</b>	<ul style="list-style-type: none"><li>• 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).</li></ul>

- 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 departmental and student association budgets , 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. Promote high standards of student conduct and ethical decision making.
- Work closely with student organizations to ensure programs are effective and reflect college policy.
- Attend student organization meetings, advise individual members, provide training and leadership development and assure compliance with college policy and procedures, including financial practices.
- Coordinate the annual Commencement and student recognition.

- Assist in developing and managing services designed to increase student retention and transition rates. Evaluate existing procedures and recommend revisions that enhance campus life, retention, transition, and placement.
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- Develop workshops and seminars on topics which promote personal growth and development including skills enhancement, college adjustment, educational planning.
- Track data, maintain records, and use assessment tools for reports.
- 
- Develop and implement a program of cultural, educational, social, recreational and governance programs for students.
- Coordinate the activities of student clubs, student publications, intramurals, leadership development programs, commencement, student government and a campus activity board.
- Direct the daily operation of the Student Activities Office and Student Union.
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**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:**
- Administration - Exempt
  - Professional Staff - Exempt
  - Faculty, Local 1600, A.F.T.
  - Adjunct Faculty, IEA-NEA
  - Classified Staff - Excluded
  - Classified Staff, Local 1600, A.F.T.
  - Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
  - Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO

- Classified Staff - Part-Time, Local 1600, A.F.T
- Classified Staff - Part-Time, Non-Union

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

**Employee** \_\_\_\_\_ **Date** \_\_\_\_\_

*MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 23rd day of January 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.

W I T N E S S E T H:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Student Development of the College and be employed as the Director of Student Development of the College.

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

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

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



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

2. TERM:

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

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-Seven Thousand U.S. Dollars (\$87,000), for Fiscal Year 2016– 2017 (July 1, 2016 – June 30, 2017) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2017.

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

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

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

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

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

4.5 Insurance.

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

1. FY 2016-2017

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	67%	Family HMO	33%
Single PPO	88%	Single PPO	12%
Family PPO	63%	Family PPO	37%

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

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

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

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

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

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) 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 1<sup>st</sup>, 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 30<sup>th</sup> 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<sup>st</sup> – June 30<sup>th</sup>); 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 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

- 5.1 Termination due to Disability. Either Employee or the College shall be entitled to terminate Employee's employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean Employee's inability to perform his/her duties for the greater of: (a) sixty (60) working days; or (b) the number of working days that it takes Employee to exhaust all sick, personal/emergency, vacation, and other accumulated paid time off, as a result of physical or mental impairment, illness or injury, and such condition, in the opinion of a medical doctor selected by the College and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
  - (B) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
  - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability; or
- (E) A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

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

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

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

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

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

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

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

With copy to:           Morton College's Legal Counsel

Del Galdo Law Group, LLC  
1441 South Harlem Ave.  
Berwyn, IL 60402.

If to Employee: Marisol Velazquez



9. MISCELLANEOUS:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Executed:

\_\_\_\_\_  
Stan Fields Date  
President, Morton College

\_\_\_\_\_  
Marisol Velazquez Date  
Employee



# Morton College Job Description

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<b>Job Title:</b>	Director of Student Development
<b>Range:</b>	Administrator
<b>Grant-Funded:</b>	N/A
<b>Reports to and Evaluated by:</b>	Vice President of Institutional Planning and Effectiveness
<b>Required Qualifications:</b>	<p>Master's degree in Counseling, Psychology, Management, or related field. Five years' experience in counseling, testing or student services in a college or university setting. Familiarity and facility with computerized student database systems and the ability to utilize emerging technologies in the delivery of student services. Understanding of and commitment to the community college philosophy. Excellent communication and interpersonal skills and demonstrated ability to establish effective relationships with students, faculty and staff in a multicultural environment. Ability to provide leadership, exercise sound judgment, maintain an even temperament and demonstrate initiative, creativity and flexibility. Ability to handle multiple priorities with accuracy and attention to detail. Ability to direct a comprehensive program of counseling, testing and career services.</p> <p>Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.</p>
<b>Desirable Qualifications:</b>	<p>Master's Degree. Previous experience with Ellucian Colleague software. Previous administrative experience in a community college setting. Spanish/English bilingual ability. Familiarity with employment trends, resume writing and job readiness training. Knowledge of the Workforce Investment Act (WIA) and workforce development system.</p>
<b>Job Summary:</b>	<p>Directs the operation of the Academic Advising and Workforce Development. Exercises major responsibilities in the selection, training, supervision, scheduling and evaluation of full-time and part-time employees. Develops and monitors the annual budget, prepares and submits reports, implements programs and procedures related to personal counseling, academic advising,</p>

career planning, job placement, placement testing, graduation audits, standards of academic progress, transfer course articulation and the promotion of personal development. Provides leadership in the areas of educational research, student orientation and special services for high-risk, nontraditional and disabled students. Develop, implement, and maintain and career planning and placement programs.

### **Essential Job Functions**

- Administer all operational aspects of the Academic Advising, and Workforce Development. This includes but not limited to personal counseling, academic advising, career planning, job placement, placement testing, graduation audits, standards of academic progress and transfer course articulation.
- Develop informational materials including transfer guides, advising worksheets, graduation audit forms, referral guides and brochures.
- Encourage career exploration through a variety of techniques and services including employer outreach initiatives and off campus internship development.
- Conduct research and evaluate student academic progress on topics including course placement, course withdrawal, educational testing, and career testing and post-graduation status.
- Develop workshops and seminars on topics which promote personal growth and development including educational planning, study skills, stress management, test anxiety, time management, resume writing, job interviewing and career diagnosis.
- Maintain close working relationships with personnel from local high schools, transfer colleges and universities, and the college faculty and academic deans.
- Assist in the implementation and maintenance of a computerized degree audit system.
- Assist in the development and implementation of special initiatives for high-risk students including a bridge program, monitoring student academic progress in developmental courses, and faculty mentoring.
- Work with the Facilitator of Special Populations to develop academic advising and counseling services for disabled students.
- Collaborate with other student development areas for providing retention, transition and career planning and job placement activities through a variety of techniques and services including newsletter, mailings, workshops and advisement.
- Collaborate with personnel from district schools and

employers to develop mutually beneficial student leadership and potential new employment sources.

- Conduct career testing using a variety of assessment instruments.
- Coordinate annual job fair and employer visits.
- Sustain partnership with local workforce partners and agencies.
- Maintain WIA training programs, including certifying and updating the IL Workforce Development System (IWDS).
- Serve on institutional or departmental committees as requested.

**Other Duties:** • Perform other duties as assigned.

**Work Environment:** Work is generally performed within an office environment, with standard office equipment available. Due to position requirements, work may be required at off campus sites to be completed.

**Physical Demands:** Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.

**Position Unit:**

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

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

**Employee** \_\_\_\_\_ **Date** \_\_\_\_\_



*MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT (“Agreement”), made and effective as of this 23rd day of January 2017 (the “Effective Date”), is by and between Morton College, Illinois Community College District No. 527 (“College”), and Dr. Keith McLaughlin, an individual residing in Illinois (“Employee”), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party”).

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

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Interim Provost (“Provost” 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 Provost of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College on an interim basis; and

WHEREAS, Employee will serve as the Provost for an interim period not to exceed the terms of this agreement or when the search process yields a candidate for hire, whichever comes first, and

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

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

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

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

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Provost of the College and be employed as the Provost 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 Provost 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 Provost of the College.

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

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

believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the Employee to choose to discontinue the other work or resign employment with the College.

2. TERM:

The term of Employee's employment shall commence on the January 23, 2017 (the "Commencement Date") and shall continue until the 30<sup>th</sup> day of June 2017 or the date of appointment of a permanent replacement for the position of provost of the College, whichever is earlier (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 Date of this Agreement. Upon the Expiration Date of this Agreement, Employee may return to his former position as Vice President of Institutional Planning and Effectiveness at his option and under the terms of his contract with Morton College as Vice President of Institutional Planning and Effectiveness. If his contract as Vice President of Institutional Planning and Effectiveness is expired when Employee returns to that position, all terms of that contract shall remain the same except the length of the term will be adjusted to run through June 30<sup>th</sup> of the year Employee returns to the position, and the salary which will be adjusted upwards by the same percentage other administrator contracts were increased during the time period Employee was serving as Provost.

3. RESTRICTIVE COVENANTS:

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

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred Sixty-five thousand U.S. Dollars (\$165,000), which amount shall be prorated to the Expiration Date if said Expiration Date shall be earlier than June 30, 2017.

Employee's salary shall be based on his annual evaluation and shall be no less than the prior year's salary.

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

4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for an annual physical examination and any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

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

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

4.5 Insurance.

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

1. FY 2016-2017

EMPLOYER		EMPLOYEE	
Single HMO	92%	Single HMO	8%
Family HMO	67%	Family HMO	33%
Single PPO	88%	Single PPO	12%



Family PPO 63%

Family PPO 37%

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

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

(A) Twenty-one (21) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) 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 1<sup>st</sup>, 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 30<sup>th</sup> 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<sup>st</sup> – June 30<sup>th</sup>); 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 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

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

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

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

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

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

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

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

- (C) A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
- (D) Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

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

electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Keith McLaughlin



9. MISCELLANEOUS:

9.1 Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. Employee acknowledges that s/he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

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

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Executed:

\_\_\_\_\_ Date  
Stan Fields  
President, Morton College

\_\_\_\_\_ Date  
Keith McLaughlin  
Employee

# Morton College Job Description

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**Job Title:** Provost

**Range:** Administrator

**Grant-Funded:** N/A

**Reports to and  
Evaluated by:** President

**Required  
Qualifications:** An earned doctorate from a regionally accredited institution or a Master's Degree with substantial academic administrative and teaching experience. Candidates must have progressively responsible administrative experience in leadership roles. Candidates must demonstrate positive impact on student retention and success. Must have demonstrated experience with collaborative faculty leadership. Must also be trained in a Continuous Quality Improvement model such as Six Sigma, ISO 6000 and/or the Critical Path Method of Project Management. Must be qualified to become the Treasurer of the College. Ability to work as a team member on the President's Administrative Staff.

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

**Desirable  
Qualifications:** Bicultural experience and fluency in both English and Spanish are preferred. Candidates should have a vision of and dedication to the philosophy and mission of the comprehensive community college and should have administrative experience as an assistant vice president or dean. Other desirable characteristics include: integrity and commitment to developing and maintaining the highest academic standards; ability to coordinate curriculum development, evaluation and assessment of programs and academic disciplines and adult education programs; experience in the orientation and review of both full time and adjunct faculty; knowledge of regional accreditation standards, and with specialized accreditation, certification and licensure requirements; an understanding of and commitment to faculty, staff, and student diversity; experience in a union environment; ability to administer grants and budgets; excellent interpersonal and communication skills. Should have experience with managing Continuous Quality Improvement operations.



**Job Summary:** The Provost serves as the Chief Academic Officer and Chief Student Affairs Officer of the institution and provides overall leadership and management for the College's academic and Student Services functions. In this capacity, the Provost leads and directs college-wide processes for curriculum development and review; new program development, including feasibility studies to assess program need and market demand; the assessment of student learning outcomes; faculty development; enrollment management, instructional technology deployment, and supplemental instruction. The Provost is also the Chief Operating Officer of the College and oversees the Campus Committee which insures that Continuous Quality Improvement practices are implemented and functioning in all areas of the College. Reporting to the Provost are the four Division Deans, the Director of Library and Hawthorne Museum, the Director of ERP (Enterprise Resource Planning System), the Director of Deskside Services, and the Director of Theatre Arts.

**Essential Job Functions**

- Provide leadership for the planning, development, implementation, and evaluation of the functions related to teaching and learning, developmental education, instructional support, student services, workforce education, information technology (MIS), and continuing education for optimal efficiency and effectiveness.
- Coordinate with the College Deans and approve the hiring, support, development and evaluation of faculty, staff, and administrators of instruction programs and services
- Lead in the development of an academic and service units budget through a comprehensive planning process
- Develop and maintain partnerships with business, government agencies, high schools, other community colleges, and universities to facilitate the planning and delivery of education and student services
- Oversee the Campus Committee and design, institute, and monitor operational plans for all areas of the College
- Assist the President in implementing Board Policies
- Enhance the sense of unity, community, and shared vision among administrators, faculty and staff
- Perform other related duties as assigned

**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
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- Classified Staff - Part-Time, Local 1600, A.F.T
- Classified Staff - Part-Time, Non-Union

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

**Employee** \_\_\_\_\_ **Date** \_\_\_\_\_