

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENTS
July 1st, 2017-June 30th, 2019

*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.

W I T N E S S E T H:

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

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

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

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

1.1 Position. Employee shall be employed as and serve as the Executive Director of Human Resources/Ombudsman of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Director of Human Resources/Ombudsman of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him 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. The 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 Base Salary. 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 Professional Development Expenses. 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 Illinois State Universities Retirement System. 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 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 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. 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 dollar. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.7 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 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 Communication Devices. 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 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;
- (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 Termination by Employee for Good Reason. 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 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 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. 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 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. MISCELLANEOUS:

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 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 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 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 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 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 interest in this Agreement without the prior written consent of the other. No assignment, even if

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 confidential nature.
Desired Qualifications:	Master's degree in HR Management, MBA, or a related field and ten (10) years HR experience and five (5) years business management experience. Certified Senior Professional in Human Resources (SPHR). Strong leadership qualities and demonstrated experience leading an HR team. Experience negotiating union contracts and resolving union related issues. Experience in the Illinois higher education system. Knowledge of the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and Title IX. Ability to use Human Resources Information Systems (HRIS) such as Ellucian and PeopleAdmin. Working knowledge of all HR topics. Membership in a professional development group and evidence of continued professional development. Be well-organized, detail-oriented, self-motivated and be able to work independently with little or no supervision. Demonstrate good 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 negotiation team in all collective bargaining.
- Conduct sensitive investigations into National Labor Relations Board (NLRB) matters. Respond to all NLRB charges in a timely manner.
- Write, approve, and/or review all workplace policies, procedures, and rules with the Administration.

Employment Law

- Serve as the Title IX Coordinator for Morton College.
- Coordinate Title IX and investigate Equal Employment Opportunity Commission (EEOC) issues in a confidential and expedient manner.
- Enforce Federal, State, and local laws, as well as Morton College Board policies.
- Create Affirmative Action Plans and generate EEOC reports.
- Serve as the Chief Diversity Officer for Morton College.

Workforce Planning

- Create and execute strategic plans to attract, maintain, and retain top talent.
- Develop a recruiting approach to fill openings within an acceptable time frame.
- Use HRIS to monitor position management throughout the College.
- Generate reports related to all aspects of staffing.
- Maintain the Morton College performance management system.
- Create, monitor, and maintain all job descriptions for every position at Morton College.
- Insure that Employee records are being maintained according to existing laws and policies.

Compensation and Benefits

- Create and maintain a Total Rewards strategy for Morton College.
- Conduct annual salary surveys and benefit needs analysis to insure alignment with Morton College Total Rewards philosophy.

- Monitor and maintain employee benefit programs and ensure compliance with legislation and policy.
- Review all Employee Benefit programs and make recommendations for changes or retention annually.

Training and Development

- Review and approve all professional development funds for eligible employees.
- Produce development programs for employee groups.
- Conduct training sessions on HR topics for all employee groups.
- Maintain records of all employee education and training as it occurs.

Business Management

- Assume fiduciary responsibility for the HR budget and all line items related to HR issues.
- Assist with the strategic planning for the organization.
- Ensure that the organization operates in an ethical and lawful manner.
- Reduce risk and exposure to the College by assisting the Board Attorney.
- Conduct periodic HR Audits to monitor compliance.

Ombudsman Services

- Conduct confidential investigations into any matter involving students and/or their conduct.
- Receive and resolve student matters. Conduct appeals in accordance with the prescribed timeline.
- Form hearing panels and guide student conduct hearings.
- Coordinate with all departments to ensure the process is fair and impartial.
- Ensure the Student Code of Conduct is followed.

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.

- Position Unit: 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-CIO
 Classified Staff - Part-Time, Local 1600, A.F.T.
 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 Blanca Jara, an individual residing in Illinois (“Employee”), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party”).

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

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Public Relations and Community Outreach (“Director of Public Relations and Community Outreach” or “Administrator”) of the College; and

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

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

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

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

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

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

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

1. EMPLOYMENT:

1.1 Position. Employee shall serve as the Director of Public Relations and Community Outreach of the College and be employed as the Director of Public Relations and Community Outreach of the College.

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

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

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

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

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

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

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

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

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

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

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

4.7 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of one hundred and no/100 U.S. dollars (\$100.00) per month to reimburse the Employee for using their own

“communication devices” (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, Morton College will not provide the Employee with any “communication devices.”

5. TERMINATION:

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

- (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 Termination upon Notice. 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: Blanca Jara


9. MISCELLANEOUS:

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

Morton College Job Description

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.

Morton College

Job Description

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.

Morton College Job Description

- 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.

Draft 2

Morton College

Job Description

Essential Job Functions:

See specific duties listed above.

Work Environment:

Changing environment that includes office work as well as working outdoors in weather.

Physical Demands:

Possess a valid drivers license; travel through the community continuously; limited travel throughout state. Transport and set-up equipment. Work in a fast-paced environment. Ability to visually and manually access computer screens and electronic records in the College ERP system. Ability to manually input data; ability to lift and transport up to 50 lbs.

Position Unit:

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

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

Morton College Job Description

Employee _____ Date _____

Draft 2

*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.

W I T N E S S E T H:

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. EMPLOYMENT:

1.1 Position. 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.

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

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

death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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,

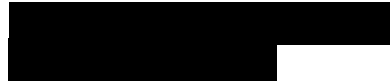
which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Derek Shouba



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

 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:	<p>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.</p>
Desirable Qualifications:	<p>Must be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect.</p> <p>Earned doctoral degree. Illinois community college administrative experience. Experience in: the regional accreditation process; college-wide assessment initiatives; union contract administration. Experience in dealing with student issues relevant to academic functions. Excellent written and oral communication. Experience in developing dual-credit partnerships with area high schools. Familiarity with the application of multimedia technologies to the teaching and learning process and on-line instruction. Experience working with diverse student populations.</p>
Job Summary:	<p>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.</p>
Essential Job Functions	<ul style="list-style-type: none">• Administer the developmental and general education instructional programs of the College• Provide administrative oversight for the Individual Learning Center (ILC), Library, and Hawthorne Works Museum• Implement a course scheduling process that maximizes utilization of classroom space and ensures best use of staffing models while meeting the needs of students

- Supervise and coordinate Chairs within the Arts & Sciences
- Recommend employment, supervise, and evaluate full- and part-time faculty in general education areas, working with Chairs as appropriate
- Resolve student complaints, issues of academic honesty, and code of conduct violations
- Oversight of program and curriculum development within the Arts & Sciences
- Provide administrative leadership in the assessment of general education outcomes
- Develop and maintain program budgets through daily monitoring of requests for expenditures and yearly reporting
- Serve as an administrative member of various College committees
- Participate in the achievement of the College's strategic initiatives and enrollment management plan

Other Duties:

- Perform other duties as assigned by the Provost

Work Environment:

- Work is generally performed within an office environment, with standard office equipment available

Physical Demands:

- Must be able to sit or stand for long periods of time and work.

Position Unit:

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

*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 Tejada, 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 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. EMPLOYMENT:

1.1 Position. 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 Duties. 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. 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
 - D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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: 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 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

 Erika Tejada Date
 Employee

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:	<ul style="list-style-type: none">• 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:

- 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-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 Dr. Frances Wedge, an individual residing in Illinois (“Employee”), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party”).

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

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Physical 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 Position. 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 be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Physical 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 Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which may be required of and from her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. Employee shall abide by all policies and decisions made by the College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The Employee shall act in the best interests of the College at all times. The Employee agrees to devote his/her full-time, skill and attention to said employment during the term of this Agreement, provided however, that the Employee may engage in non-competitive activities so long as such activities do not interfere with the Employee's responsibilities under this Agreement and the Employee receives the prior written authorization from the President. The Employee shall not engage in any work or business for the Employee's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the Employee's duties hereunder, or poses an actual or potential conflict of

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual

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

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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: Dr. Frances Wedge



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

Frances Wedge Date
Employee

Morton College

Job Description

Job Title:	Director - Physical Therapist Assistant Program
Reports To and Evaluated by:	Dean of Career and Technical Education
Required Qualifications:	<p>The successful candidate will possess at minimum a Master's degree; licensure as a physical therapist or physical therapist assistant in the State of Illinois (or licensure eligible). The candidate will have a minimum of five years of clinical experience beyond entry-level. The candidate will have a minimum of two years of didactic and/or clinical teaching and experience in administration. The candidate will have excellent analytical, interpersonal, oral and written communications skills, as well as basic computer literacy.</p>
Desirable Qualifications:	<p>Entry-level MPT, entry-level DPT, post-graduate advanced degree work in PT or a related field of study, and/or clinical specialist certification. Academic preparation and teaching experience in all levels of PT clinical practice and education. Experience working with culturally diverse students. Ability to use computer assisted technology to enhance teaching and learning. Skill to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect. Bilingual skills.</p>
Job Summary:	<p>The Director will direct educational activities of the Physical Therapist Assistant program including, but not limited to planning, implementing and assessing the approved curriculum and student outcomes, and teaching designated PTA Program courses to a diverse student population. It is the responsibility of the Director to ensure that CAPTE is notified of expected or unexpected program changes and to ensure appropriate submission of required fees and documentation. The individual will evaluate, develop and assign academic faculty. The Director will manage the daily activities of the program and resources needed to support the program, working with the institution on budget for operational and capital expenditure; participate on faculty committees; and perform other duties related to teaching and learning at a community college. The Director must stay abreast of ongoing developments, trends, and issues in instruction in the community college environment.</p>
Specific Job Duties:	<ul style="list-style-type: none">• Provide leadership in developing the PTA program and ensure that program content remains current with practice and CAPTE requirements• Assess need for faculty and participate in recruitment and hiring based on needs of curriculum• Evaluate and mentor program faculty

- Provide guidance to program faculty to ensure program effectiveness
- Promote career planning and development of program faculty
- Involve program faculty in decision making
- Facilitate faculty training for tech podium, other AV equipment and on WebCT
- Train faculty on grading standards and other requirements of course content consistent with PTA program guidelines
- Communicate on a regular basis with all program faculty
- Coordinate meetings and activities of the PTA program advisory committee - minimum of two per year
- Ensure compliance with college, state and national guidelines
- Develop communication network with other PT and PTA educators throughout the state/nation
- Maintain close communication with ACCE to ensure clinical education sites are meeting the needs of the PTA program and students
- Coordinate the preparation and annual review of syllabi for PTA program courses
- Review and assess PTA program curriculum, submit changes for review
- Collaborate with faculty on course content
- Schedule courses and room assignments
- Textbook and teaching resource review, selection and ordering
- Keep current with CAPTE, APTA and state guidelines for knowledge and skills requirements of the PTA and ensure curriculum is revised accordingly
- Program marketing
- Assist with student recruitment - respond to all inquiries to the PTA program, coordinate application process, conduct applicant interviews, review applicant materials to ensure all program requirements are met
- Work with admissions and financial aid to secure financial support for students as needed
- Organize and coordinate new student orientation prior to fall classes
- Maintain student records
- Address student problems/complaints
- Participate in academic/individual student counseling and advising
- Coordinate PTA student degree plan preparation
- Serve as advisor for PTA club - meets once a month
- Create, interpret and enforce PTA program policies/handbooks
- Ensure students have CPR certification and HIPPA training prior to clinical education
- Prepare students for state licensure and NPTE
- Maintain program compliance with accreditation criteria

- Maintain records for Annual Accreditation Report
- Maintain policies and procedures and assessment data on students and faculty in compliance with CAPTE and facility guidelines
- Maintain communication with CAPTE and notify of substantive program changes
- Assist in department budget preparation
- Responsible for ensuring fees are paid to relevant accrediting bodies and organizations, including but not limited to CAPTE and FSBPT
- ICCB program review
- Assist in development and evaluation of long and short term program objectives
- Recommend catalogue revision as indicated
- Plan and conduct department meetings
- Participate in college committees as indicated
- Submit class schedules developed in conjunction with PTA faculty
- Maintain effective communication with college administration - including timely notification of sensitive issues
- Cooperate with public information and publication personnel in the development of PTA recruitment and promotional material and newsworthy community information
- Establish and maintain an effective liaison with relevant industries, professional groups and associations
- Program assessment to include, but not limited to:
 - Coordinate data gathering on program and student performance, interpret and analyze program data to identify areas of deficiency/success
 - Coordinate graduate and employer surveys, interpret and analyze data to identify achievement of performance objectives
 - Interpret and analyze course data from students to identify achievement of performance objectives
- Maintain relationships with alumni, advisory board members, faculty at other PT/PTA institutions in Illinois, clinical education sites
- Maintain oversight of operations within PTA program
- Coordinate equipment calibration, maintenance, repair and new purchase
- Coordinate the maintenance of a safe and effective physical environment conducive to the needs of learning and PTA instruction
- Coordinate the review and development of PTA program policies and procedures
- Maintain personal professional development
- Assist with laundry/equipment/plant maintenance

Position Unit:

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

*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 Frank Marzullo, an individual residing in Illinois (“Employee”), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party”).

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

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Executive Director of Operations (“Executive Director of Operations” or “Administrator”) of the College; and

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

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

WHEREAS, Employee desires to serve as the Executive Director of Operations of the College and the Parties desire to enter into this Agreement whereby Employee will serve as said 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. EMPLOYMENT:

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

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Director of Operations of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 – June 30). Further, Employee shall perform such other duties as are assigned to him 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. The 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 Base Salary. Employee shall receive an annual base salary of one hundred forty six thousand, seven hundred thirty U.S. Dollars (\$146,730.00) 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 Professional Development Expenses. 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 Illinois State Universities Retirement System. 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 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 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. 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 dollar. Employee shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.7 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 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 Communication Devices. 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 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;
- (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 Termination by Employee for Good Reason. 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 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 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. 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 employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

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

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

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

If to Employee: Frank Marzullo


9. MISCELLANEOUS:

9.1 Acknowledgement and Indemnification. Employee acknowledges that 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 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 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 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 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 interest in this Agreement without the prior written consent of the other. No assignment, even if

Morton College

Job Description

Job Title:	Executive Director of Operations
Range:	Administrator
Grant-Funded:	N/A
Reports to and Evaluated by:	President of the College
Required Qualifications:	Bachelor's degree in public administration, political science, business management or a closely related field from an accredited college or university. 5 years of experience as an Operations Manager, Assistant Operations Manager and/or other executive experience; or an equivalent combination of education and experience. Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.
Desirable Qualifications:	Master's Degree in Public Administration. Extensive senior level experience as a City/County Manager/Administrator, Assistant City Manager/Administrator, Department Head or similar position. Familiarity with Illinois Community College Act, Open Meetings Act and other applicable laws. Knowledge of and/or experience managing a variety of Operational functions. Experience and/or education in law enforcement.
Job Summary:	Plans, directs, manages and oversees the activities and operation of the Campus Safety and Facilities Department; Oversees the Theatre Department, the Campus Bookstore, the Food Service Department, and the Financial Aid Department subject to the day-to-day administrators of each Department. Among other things, ensures compliance to Board Policy, internal controls and procedures, state, and federal regulations for all College Operations.
Essential Job Functions	<ul style="list-style-type: none">• Performs high level administrative, technical and professional work in enforcing compliance with respects to the administration of the day-to-day management of the College in accordance with policy established by the Board of Trustees, State and Federal laws, regulations and guidelines.• Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and

monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.

- Represents the College and meets and confers with citizens, business entities, elected officials and outside agencies to discuss College policies, procedures and remedy problems and resolve inquires and complaints from both internal and external sources; and negotiates and resolves sensitive, significant and controversial issues.
- Manages the development and implementation of College and departmental goals, objectives, policies and priorities.
- Manages the development and administration of the Campus Safety and Facilities budget, revenue and expenditure forecasts of funds needed for staffing, equipment, materials and supplies; directs and approves expenditures in accordance with College policy; and directs the preparation and implementation of budgetary adjustments as necessary.
- Stays abreast of new trends and innovation in the field of Campus Safety, Facilities, and compliance enforcement in Higher Education.
- Advises the President of the College on matters of compliance and maintains weekly, and more frequent if necessary, communication with the President.
- Reviews and analyzes reports, legislation, court cases and related matters and directs or personally conducts studies, research and investigation on a wide variety of administrative and technical areas.
- Prepares and recommends long-range facilities improvement plans for College and develops specific proposals for action on current and future College needs.
- Ensures compliance to federal and state laws, as well as Board Policy, by providing oversight and staying abreast of changing regulations.
- Performs duties related to internal investigations at the College, such as, conduct background checks, assess and report investigative findings, prepare and submit all federal, state, and local reports as required; e.g., campus crime statistics per the Clery Act, investigate critical campus safety incidents, all in compliance with the College's conflict of interest policy, review college policies and procedures regarding key campus safety issues, and lead and/or develop training programs, as may be needed, for all Campus Safety personnel
- Responsible for all vendor and contractor relations at the College.

Other Duties:

- Perform other duties and special projects as assigned

Work Environment: Typical office environment.

Physical Demands: Sitting for prolonged periods of time. Extensive use of computers and keyboard. Occasional walking and lifting may be required.

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

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

Employee _____ **Date** _____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT (“Agreement”), made and effective as of this 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.

W I T N E S S E T H:

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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Assistant Athletic Director of the College and be employed as the Assistant 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 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. 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

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

death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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,

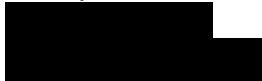
which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Joseph J. Belcaster



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

Joseph Belcaster Date
Employee

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: <ul style="list-style-type: none">• 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:	<input type="checkbox"/> Administration Exempt <input type="checkbox"/> Faculty, Local 1600, A.F.T. <input checked="" type="checkbox"/> Professional Staff - Exempt <input type="checkbox"/> Classified Staff - Excluded <input type="checkbox"/> Classified Staff, Local 1600, A.F.T. <input type="checkbox"/> Classified Staff - Campus Safety, Local 73, SEIU, 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 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.

W I T N E S S E T H:

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. EMPLOYMENT:

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. Employee shall receive an annual base salary of Ninety-nine 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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

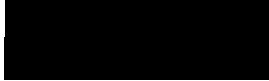
Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: 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 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

 Lydia Falbo Date
 Employee

Morton College

Job Description

Job Title:	Director of Nursing Programs
Reports To and Evaluated by:	Provost
Required Qualifications:	<p>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.</p>
Desirable Qualifications:	<p>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.</p>
Job Summary:	<p>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</p>

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.
- Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- 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.

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 Dean of Student Success of the College.

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

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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: 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

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

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.

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 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.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Registrar (“Registrar” or “Administrator”) of the College; and

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

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

death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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: 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 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
President, Morton College

Date

Marlena Avalos
Employee

Date

Morton College Job Description

Job Title:	Registrar
Range:	Administrator
Grant-Funded:	NA
Reports to and Evaluated by:	Vice President of Institutional Planning and Effectiveness
Required Qualifications:	<p>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.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Ability to interact well with students, faculty, and staff; be a detail-oriented self-starter; demonstrate patience and understanding; cultivate a strong team environment; and have knowledge of web-based registration systems. Must possess excellent leadership, interpersonal, organizational, and analytical skills.
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	<ul style="list-style-type: none">• Direct the Admissions, Registration and Student Records functions.• Supervise the daily activities and work schedules of the Admissions and Records Office Staff.• Supervise and instruct support staff on methods and procedures regarding registration, record maintenance,

enrollment verification, transcript production, course schedule production, and FERPA compliance.

- Plan registration schedules and organizing registration procedures in conjunction with Morton College procedures.
- In conjunction with MIS, investigate, research and implement new technologies or processes which benefit students and staff, including the computerized student information system, the touchtone and on-line registration systems; distance learning courses and programs; degree-audit systems; transcript production; enrollment verification; etc.
- Produce statistical reports concerning student records, registration totals and enrollment requested by administration.
- Supervise and prepare necessary data work orders for course registration activities; student purges for non-payment; academic record maintenance, including disposal and microfilming; midterm attendance; final grade processing and grade report mailing.
- Assist in the production of the annual college catalog and the fall, spring and summer class schedules.
- Supervise input of all course information into the computer database for production of the fall, spring and summer class schedules.
- Assist in the auditing process of student records by internal and external agencies.
- Inform faculty, academic advisors, counselors and other individuals and offices of procedures or changes as they relate to the Records Office.
- Serve as a member of departmental and institutional committees as needed.

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** _____

*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.

W I T N E S S E T H:

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 Position. 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 Duties. 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.

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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: Michael Kott


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 President, Morton College	Date
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Michael Kott Employee	Date
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Morton College

Job Description

Job Title:	Director of Library and Instructional Technology Services
Range:	Administrator
Grant-Funded:	N/A
Reports to and Evaluated by:	Provost/Chief Academic Officer
Required Qualifications:	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	<ul style="list-style-type: none">• 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 partner with MIS Department to promote collaboration with educational technologists college wide and to leverage technology resources for learning.
- To manage fiscal resources to include budget planning and ongoing review of library and instructional design resources in consultation with academic deans and other stakeholders.
- To oversee the planning, supervision, assessment and evaluation of the Library, Museum, Digital Media and Instructional Technology resources.
- To participate in college-wide committees.

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** _____

*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.

W I T N E S S E T H:

WHEREAS, Employee desires to serve as the Director of Business Services (“Director of Business Services” or “Administrator”) of the College; and

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
 - D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual

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

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
- (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 Termination upon Notice. 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 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

 Mireya Perez Date
 Employee

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:	<ul style="list-style-type: none">• Monitor and direct College purchasing activities, formulate purchasing policies, and recommend procedures to include the establishment of trade relationships, maintenance of equipment and supply catalogs, price files, specification books and files.

- Prepare the College’s annual budget for approval by the College’s Board of Trustees. This process will be in cooperation with the College President, and the Administrative Cabinet.
- Develop and maintain a functional system for accounting, purchasing, financial inventory, and budgetary control.
- Assume responsibility for overseeing the College’s annual audit.
- Negotiate/approve contracts and agreements with suppliers, distributors, federal and state agencies, and other organizational entities as approved by the College President; works with the College Attorney as necessary.
- Serve as a member of the President’s Administrative Cabinet; and contribute to major strategic planning and resource allocation decisions.
- Develop, plan, and implement policies, objectives, and activities of the College to ensure continuing operations, to maximize returns on investments, and to increase productivity.
- Review various reports submitted by staff members and recommend approval or to suggest changes.
- Plans, prepares, and coordinates financial studies, projections, audits, and related reports as required by state, regional, and national agencies as needed by the College President.
- Serves on administrative teams in collective bargaining negotiations with recognized faculty and employee unions when appointed by the College President to do so.
- Responsible for all property, liability, vehicle, worker’s compensation, and sports insurance programs and coordinates annual review of the program through the Community College Insurance Consortium.
- Responsible for the operations of the College Bookstore and Cafeteria.
- Invest College Funds in accordance with Board policy and the Investment of Public Funds Act and is responsible for preparation of the annual tax levy.
- Shall serve as the College’s Chief Financial Officer and Treasurer.
- Reports directly to the College President.

Position Unit:

- Administration – Exempt
- Faculty, Local 1600, A.F.T.
- Professional Staff - Exempt
- Classified Staff - Excluded

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

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 Susan Felice, an individual residing in Illinois (“Employee”), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party”).

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

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

death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

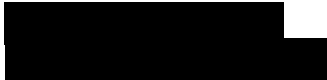
5.5 Termination due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued 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: 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 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

Susan Felice Date
Employee

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:	<p>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.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, responsibility, tolerance, respect, and truth.</p>
Desirable Qualifications:	<p>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</p>
Job Summary:	<p>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.</p>
Specific Job Duties:	<ul style="list-style-type: none">• 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

Work Environment: Usual office working conditions. The noise level in the work environment is typical of most office environments. Travel and evening and weekend hours may be necessary to attend monthly Board of Trustee meetings, other meetings, and public relations events.

Physical Demands: While performing the duties of this position, the employee is frequently required to sit, communicate, reach and manipulate objects, tools or controls. The position requires mobility. Minimum physical exertion. Duties involve moving materials weighing up to 5 pounds on a regular basis and up to 20 pounds on an occasional basis. Manual dexterity and coordination are required over 50% of the work period while operating equipment such as computer keyboard, mouse, calculator and similar machines. Some travel is involved.

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

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

Employee _____ **Date** _____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 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.

W I T N E S S E T H:

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 Position. 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 Duties. 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.

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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

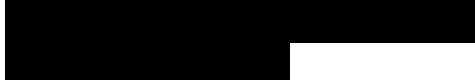
Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: 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 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 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:	<ul style="list-style-type: none">• Provide leadership for planning, implementing, evaluating and coordinating the educational programs of Adult and Community Education.• Supervise and assist faculty in all aspects of the Unit including daily tasks and long-range planning• Monitor and assist with Unit curriculum development• Assist with budget preparation and monitoring of daily Unit grant expenditures• Hire, supervise, and evaluate Unit staff and faculty• Assist with Unit staff and faculty orientations• Create and monitor Unit policies and procedures manual• Develop new instructional programming based on community and College population needs

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

Work Environment:

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

Physical Demands:

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

Position Unit:

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

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

Employee _____ **Date** _____

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT (“Agreement”), made and effective as of this 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.

W I T N E S S E T H:

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. EMPLOYMENT:

1.1 Position. 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 Duties. 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.

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
 - C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
- (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 Termination upon Notice. 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: 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 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

 Wendy Vega-Huezo Date
 Employee

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:	<p>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 administration 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.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	<p>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.</p>
Job Summary:	<p>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</p>

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, 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 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.

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on the Employee's annual

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

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

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

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

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

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

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

5. TERMINATION:

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), 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 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;
- (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 Termination upon Notice. 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 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

William Jacklin Date
Employee

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	<ul style="list-style-type: none">• Interprets and participates in formulating extramural athletic policies. Liaisons and ensures compliance with the National Junior College Athletic Association (NJCAA/Region IV) as well as the Illinois Skyway Collegiate Conference (ISCC).

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

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 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.

W I T N E S S E T H:

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

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

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

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

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

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

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

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

1. EMPLOYMENT:

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

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 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 Base Salary. 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 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: 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. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Dental Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Dental Insurance coverage shall be paid for in full by Employee.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its other employees. The College shall pay for one hundred percent (100%) of the annum rate for the Vision Insurance Program offered by the College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

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

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

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

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

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

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

5. TERMINATION:

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

death of Employee (as defined below), 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 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;
 - (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 Termination upon Notice. 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,

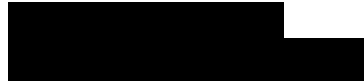
which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: 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 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.

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:	<p>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.</p>
Desirable Qualifications:	<p>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.</p>
Job Summary:	<p>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,</p>

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.

- 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** _____