



Morton College

Special Meeting

Wednesday, July 31, 2019 10:00 AM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Agenda for the Special Meeting

Wednesday, July 31, 2019

Agenda for the Special Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 10:00 AM on Wednesday, July 31, 2019, in the Morton College Board Room (221B) of Building B located at 3801 S. Central Avenue, Cicero, Illinois.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments
5. Consent Agenda
 5. 1. Approval of the Consent Agenda-Items may be removed from the consent agenda on the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the Board.
 5. 2. Approval of the Minutes of Regular Meeting held on June 26, 2019
 5. 3. Approval and Ratification of Accounts Payable and Payroll in the amount of \$2,757,509.00 and Budget Transfers in the amount of \$91,368.00 for the month of June 2019, as submitted. 6
 5. 4. Approval of the Monthly Budget Report-for fiscal year to date ending June 2019 be received and filed for Audit, as submitted. 9
 5. 5. Approval of the Treasurer's Report - June 2019 to be received and filed for Audit, as submitted. 24
 5. 6. Approval of the Olga Bush Funds to be donated/transferred to the Morton College Foundation to be distributed as scholarships in the amount not to exceed, \$65,000 for Fiscal Year 2020. 27
 5. 7. Approval of the following Facility Use Permits

5. 7. 1. District 103 Toastmasters	28
5. 8. Approval of the Agreement between Richard Waszak, an Independent Consultant, and Morton College, Campus Safety Department \$35/hour, Effective, April 1, 2019	
5. 9. Approval of MK Education for the Spring of 2019 semester for Veterinary Assistant and Pharmacy Technician Certification Courses in the amount of \$36,481.25, as submitted.	31
5. 10. Approval of the resolution accepting and approving the apparent responsible and responsive bidder for the Morton College toilet room renovations - Phase 1, in the amount of \$358,000.00	49
5. 11. Approval of the awarding of the contract for the 2019 campus pavement seal coating project to De Marr Sealcoating, Inc. for their low bid price of \$29,465.74.00.	55
5. 12. Approval of the submission of the capital project application form to the Illinois Community College Board requesting capital renewal funds in the amount of \$751,500.00 for building E ADA upgrades.	68
5. 13. Approval of out of state travel for the Association of Latino Professionals for America (ALPFA) to attend the National ALPFA Convention in Nashville, Tennessee, August 2 - August 6 with an estimated cost of \$2,2612.00.	71
5. 14. Approval of the continued membership with the League for Innovation through June, 2020 in the amount of \$3105.00, as submitted	75
5. 15. Approval of the Continued Membership in the Illinois Association of School Administrators for Fiscal Year 2020 in the amount of \$2,316.36	76
5. 16. Approval of the continued membership with the Association of Governing Boards of Universities and Colleges (AGB), through September, 2020 in the amount of \$3000.00, as submitted	77
5. 17. Approval of the continued membership with the Higher Learning Commission (HLC), for fy19-20 in the amount of \$5901.80, as submitted	78
5. 18. Approval of the continued membership with the Illinois Community College Trustee Association (ICCTA), for fy20 in the amount of \$5,570.00, as submitted	79
5. 19. Approval of the differential pay stipend report for Summer Semester 2019 in the amount of \$13,122.75, as submitted, pending additional class cancellations and/or additions	80
5. 20. Approval of the compensation report for adjunct faculty members teaching English 088,101, and 102, for the Summer Semester 2019 in the amount of \$1,778.24 as submitted, pending additional class cancellations and/or additions.	90
6. <u>New Business</u>	
6. 1. Approval to direct the President to have printed the past five years of board meeting agendas and minutes for board review	
6. 2. First reading of Board Policy 1.6.7, Conduct of Meetings, for approval at the August 28, 2019 Board Meeting	

7. Personnel Action Items

7. 1. Approval of New Job Descriptions	
7. 1. 1. Sign Language Interpreter (Part-Time)	93
7. 1. 2. HR Support Specialist	95
7. 1. 3. Peer Tutor (Part-time, 5-10 hrs. /wk.)	98
7. 2. Approval of the Updated Job Descriptions	
7. 2. 1. Director of ACTE Grants and Compliance	100
7. 2. 2. Associate Dean of Adult and Career Technical Education	103
7. 2. 3. Computer Lab Paraprofessional (Help Desk Technician)	106
7. 3. Approval of the Full-Time Employment Report	
7. 3. 1. Jazmyne Alzate, Financial Aid Assistant, effective August 1, 2019	
7. 3. 2. Jorge Mota Andrade, Biology Environmental Faculty, effective August 15, 2019	
7. 3. 3. Asiyya Ashraf, Biology Environmental Faculty, effective August 15, 2019	
7. 3. 4. Cara Bonick, PTA Instructor, effective August 15, 2019	
7. 3. 5. Lauren Caruso, Nursing Faculty, effective August 15, 2019	
7. 3. 6. Steven Duhon, HR Support Specialist, \$45,000.00 effective July 8, 2019	
7. 3. 7. Eduardo Frajman, Humanities Faculty, effective August 15, 2019	
7. 3. 8. Perla Santoyo, Administrative Assistant to the Executive Director of Institutional Advancement, \$40,000.00, effective August 12, 2019	
7. 3. 9. Christopher Wido, Fitness Center Manager, effective August 1, 2019	
7. 3. 10. Amanda Young, Welding Faculty, effective August 15, 2019	
7. 4. Approval of the Employment Agreements Effective July 1, 2018	
7. 4. 1. Irina Cline, Director of Community and Continuing Education, \$70,000.00 effective 6/30/19	108
7. 4. 2. Sally Delgado, Director of Development and Alumni Relations, \$79,000.00, effective 6/10/19.	122
7. 4. 3. Joseph Florio, Director of Campus Operations and Facilities, \$95,000.00, effective July 1, 2019	137
7. 4. 4. Brandie Windham, Associate Dean of Arts and Sciences, \$75,000.00, effective August 1, 2019	148
7. 5. Human Resource Reports-Information Only	
7. 5. 1. Resignation Report	
7. 5. 1. 1. Maria Marquez, Adjunct, effective July 23, 2019	
7. 5. 1. 2. Mary Raymond, PTA Faculty/Academic Coordinator of Clinical Education, effective August 16, 2019	
7. 5. 2. Part-Time Employment Report	

- 7. 5. 2. 1. Cynthia Arteaga, Service Aide-SDL, Common Grounds, \$13.44/hr, effective July 22, 2019
- 7. 5. 2. 2. Andrea Cervantes, Computer Lab Paraprofessional, \$13.54/hr, effective July 1, 2019
- 7. 5. 2. 3. Katiria Diaz, Service Aide-Admissions & Records, \$13.44/hr, effective July 8, 2019
- 7. 5. 2. 4. Aaron Rolle, Temporary Administrative Assistant, \$21.00/hr, effective July 22, 2019
- 7. 5. 2. 5. Yvis Vargas, Service Aide-Advising, \$13.44/hr, effective July 22, 2019

8. Adjournment

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Anderson](#)
Subject: FW: Action Item 8.1 for 7/24/2019 Board Meeting
Date: Wednesday, July 10, 2019 12:59:39 PM
Attachments: [Board AS Totals 6-30-19.pdf](#)
[BT 6.30.19.pdf](#)
[Check Register 6.30.19.pdf](#)
[DelGaldo Inv 6.30.19.pdf](#)
[Over 10k Jun 2019.pdf](#)
[Payroll Register 6.15.19.pdf](#)
[Payroll Register 6.30.19.pdf](#)

Approved.

Thanks,

*Mireya Perez
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

Morton College is on Summer schedule and is closed on Fridays through August 9

From: Suzanna Raigoza
Sent: Wednesday, July 10, 2019 12:58 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.1 for 7/24/2019 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JUNE 2019 IN THE AMOUNT OF \$2,757,509 AND BUDGET TRANSFERS IN THE AMOUNT OF \$91,368 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,

Suzanna Raigoza
Senior Accountant
Morton College

3801 S Central Ave
Cicero, IL 60804
P: 708-656-8000 ext 2305
F: 708-656-3194

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

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of June, 2019 be approved and/or ratified in the amount of \$2,757,509 as listed on the attached sheet and supported by vouchers, invoices, purchase orders, and payroll registers, made available and referred to as necessary, and summarized as follows:

Current Funds (01),

Cash Disbursements -		
Monthly	06/30/2019	901,872
Payroll	06/15/2019	644,416
Payroll	06/30/2019	701,129
Student Refunds	06/30/2019	<u>30,767</u>
		2,278,184

O&M Restricted Fund (03)

Cash Disbursements -		
Monthly	06/30/2019	<u>479,325</u>
TOTAL ALL FUNDS		<u><u>\$2,757,509</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$91,368 be approved as outlined on the attached Journal No. 1-8 entry dates attached hereto.

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

PASSED this 24th day of July by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Anderson](#)
Subject: Board Action Item - Monthly Budget Report
Date: Monday, July 15, 2019 11:57:10 AM
Attachments: [MC- June 19 Budget.pdf](#)

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING JUNE 2019 BE RECEIVED AND APPROVED AS SUBMITTED.

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

Attachments: Monthly Budget Report

Thanks,

*Mireya Perez
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

Morton College is on Summer schedule and is closed on Fridays through August 9

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

**Morton Community
College Budget Report
For 12 Month Ending June 30, 2019**



**Morton Community College
Budget Report Summary
June 30, 2019**

100%

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 24,326,913	\$ 24,412,476	99.6%	\$ 85,563
Expenditures	(21,283,293)	(23,524,057)	90.5%	(2,240,764)
Net	\$ 3,043,620	\$ 888,419		\$ (2,155,201)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 3,585,408	\$ 3,727,040	96.2%	\$ 141,632
Expenditures	(3,429,239)	(3,726,513)	92.0%	(297,274)
Net	\$ 156,169	\$ 527		\$ (155,642)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 9,093,246	\$ 17,738,108	51.3%	\$ 8,644,862
Expenditures	(9,581,267)	(17,738,108)	54.0%	(8,156,841)
Net	\$ (488,021)	\$ -		\$ 488,021
<u>Audit Fund</u>				
Revenue	\$ 66,345	\$ 88,426	75.0%	\$ 22,081
Expenditures	(2,800)	(85,600)	3.3%	(82,800)
Net	\$ 63,545	\$ 2,826		\$ (60,719)
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ 755,510	\$ 778,396	97.1%	\$ 22,886
Expenditures	(563,126)	(752,565)	74.8%	(189,439)
Net	\$ 192,384	\$ 25,831		\$ (166,553)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 818,925	\$ 615,366	133.1%	\$ (203,559)
Expenditures	(515,325)	(576,750)	89.3%	(61,425)
Net	\$ 303,600	\$ 38,616		\$ (264,984)
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 835,146	\$ 3,050,000	27.4%	\$ 2,214,854
Expenditures	(889,952)	(2,050,000)	43.4%	(1,160,048)
Net	\$ (54,806)	\$ 1,000,000		\$ 1,054,806
<u>Working Cash Fund</u>				
Revenue	\$ 234,922	\$ 125,000	187.9%	\$ (109,922)
Expenditures	-	(125,000)	0%	(125,000)
Net	\$ 234,922	\$ -		\$ (234,922)
<u>All Funds</u>				
Revenue	\$ 39,716,415	\$ 50,534,812	78.6%	\$44,689,088
Expenditures	(36,265,002)	(48,578,593)	74.7%	(45,722,401)
Net	\$ 3,451,413	\$ 1,956,219		\$ (1,033,313)

EDUCATION FUND REVENUE
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 7,117,211	\$ 7,257,760	98.1%	\$ 140,549
Total Local Government	\$ 7,117,211	\$ 7,257,760		\$ 140,549
CORPORATE PERSONAL PROPERTY TAXES	\$ 521,118	\$ 650,000	80.2%	\$ 128,882
STATE GOVERNMENT				
ICCB credit hour grants	\$ 1,917,850	\$ 1,917,850	100.0%	\$ -
ICCB equalization grants	4,257,770	4,257,770	100.0%	-
CTE formula grant	161,565	-	0.0%	(161,565)
Total State Government	\$ 6,337,185	\$ 6,175,620		\$ (161,565)
STUDENT TUITION AND FEES				
Tuition	\$ 8,185,558	\$ 8,279,496	98.9%	\$ 93,938
Fees	1,817,507	1,719,300	105.7%	-98,207
Total Tuition and Fees	\$ 10,003,065	\$ 9,998,796		\$ (4,269)
MISCELLANEOUS				
Sales and service fees	\$ 64,482	\$ 84,800	76.0%	\$ 20,318
Investment revenue	273,260	90,000	303.6%	(183,260)
Nongovernmental gifts & scholarships	10,592	30,500	34.7%	19,908
Total Other Sources	\$ 348,334	\$ 205,300		\$ (143,034)
Total Revenue	<u>\$ 24,326,913</u>	<u>\$ 24,287,476</u>	<u>100.2%</u>	<u>\$ (39,437)</u>
Transfers in	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Revenue and Transfers in	<u>\$ 24,326,913</u>	<u>\$ 24,412,476</u>	<u>99.6%</u>	<u>\$ 85,563</u>

EDUCATION FUND EXPENDITURES

June 30, 2019

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 8,146,758	\$ 7,772,531	104.8%	\$ (374,227)
Employee benefits	728,718	794,901	91.7%	66,183
Contractual services	109,424	144,944	75.5%	35,520
Material and supplies	371,189	667,899	55.6%	296,710
Conferences and meetings	23,615	27,650	85.4%	4,035
Total Instruction	<u>9,379,704</u>	<u>9,407,925</u>	<u>99.7%</u>	<u>28,221</u>
Academic Support				
Salaries	1,208,435	1,264,516	95.6%	56,081
Employee benefits	206,584	206,098	100.2%	-486
Contractual services	166,355	247,000	67.4%	80,645
Material and supplies	155,374	246,470	63.0%	91,096
Conferences and meetings	32,099	37,900	84.7%	5,801
Fixed charges	40,754	51,359	79.4%	10,605
Other Expenditures	323	1,000	32.3%	677
Total Academic Support	<u>1,809,924</u>	<u>2,054,343</u>	<u>88.1%</u>	<u>244,419</u>
Student Services				
Salaries	1,660,019	1,767,775	93.9%	107,756
Employee benefits	252,331	262,781	96.0%	10,450
Contractual services	287,821	289,870	99.3%	2,049
Material and supplies	55,948	139,780	40.0%	83,832
Conferences and meetings	59,408	71,650	82.9%	12,242
Fixed charges	12,270	14,800	82.9%	2,530
Total Student Services	<u>2,327,797</u>	<u>2,546,656</u>	<u>91.4%</u>	<u>218,859</u>
Public Service/Continuing Education				
Salaries	371,920	300,093	123.9%	(71,827)
Employee benefits	44,509	44,956	99.0%	447
Contractual services	29,073	19,879	146.2%	-9,194
Material and supplies	9,271	23,684	39.1%	14,413
Conferences and meetings	1330	2,500	53.2%	1,170
Other tuition/fee waiver	4,394	0	0.0%	-4,394
Total Public Service/Continuing Education	<u>460,497</u>	<u>391,112</u>	<u>117.7%</u>	<u>-69,385</u>
Auxiliary Services				
Salaries	234,513	232,904	100.7%	(1,609)
Employee benefits	28,227	29,162	96.8%	935
Contractual services	217,792	222,000	98.1%	4,208
Material and supplies	98,527	100,880	97.7%	2,353
Conferences and meetings	119,643	123,370	97.0%	3,727
Fixed charges	16,000	16,000	100.0%	0
Capital outlay	0	5,000	0.0%	5,000
Total Auxiliary Services	<u>714,702</u>	<u>729,316</u>	<u>98.0%</u>	<u>14,614</u>

EDUCATION FUND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Institutional Support				
Salaries	\$ 2,128,409	\$ 2,398,267	88.7%	\$ 269,858
Employee benefits	373,614	453,197	82.4%	79,583
Contractual services	1,195,587	1,334,541	89.6%	138,954
Material and supplies	510,287	636,000	80.2%	125,713
Conferences and meetings	151,309	205,200	73.7%	53,891
Fixed charges	1157	1,500	77.1%	343
Other	195,645	125,000	156.5%	-70,645
Total Institutional Support	<u>4,556,008</u>	<u>5,153,705</u>	<u>88.4%</u>	<u>597,697</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	1,910,530	1,029,000	185.7%	(881,530)
Total Scholarships, Student Grants & Waivers	<u>1,910,530</u>	<u>1,029,000</u>	<u>185.7%</u>	<u>(881,530)</u>
Contingencies				
	124,130.00	142,000	87.4%	17,870
Total Expenditures	<u>\$ 21,283,292</u>	<u>\$ 21,454,057</u>	<u>99.2%</u>	<u>\$ 170,765</u>
Transfers out	-	2,070,000	0.0%	2,070,000
Total Expenditures and Transfers out	<u>\$21,283,292</u>	<u>\$ 23,524,057</u>	<u>90.5%</u>	<u>\$2,240,765</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ 1,377,013</u>	<u>\$ 1,423,040</u>	<u>96.8%</u>	<u>\$ 46,027</u>
CORPORATE PERSONAL PROPERTY TAXES	<u>521,118</u>	<u>650,000</u>	<u>80.2%</u>	<u>128,882</u>
STUDENT FEES				
Fees	<u>1,634,582</u>	<u>1,630,000</u>	<u>100.3%</u>	<u>-4,582</u>
Total Student Fees	<u>1,634,582</u>	<u>1,630,000</u>	<u>100.3%</u>	<u>-4,582</u>
MISCELLANEOUS				
Sales and service fees	95	5,000	1.9%	4,905
Facilities	38,276	14,000	273.4%	-24,276
Investment revenue	<u>14,324</u>	<u>5,000</u>	<u>286.5%</u>	<u>(9,324)</u>
Total Miscellaneous	<u>52,695</u>	<u>24,000</u>	<u>219.6%</u>	<u>-28,695</u>
Total Revenue	<u>\$ 3,585,408</u>	<u>\$ 3,727,040</u>	<u>96.2%</u>	<u>\$ 141,632</u>
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$1,817,888	\$1,861,569	97.7%	\$43,681
Employee benefits	239,362	266,505	89.8%	27,143
Contractual services	369,224	493,900	74.8%	124,676
Material and supplies	118,221	173,000	68.3%	54,779
Conferences and meetings	2133	6,000	35.6%	3,867
Utilities	810,862	860,100	94.3%	49,238
Capital outlay	71,549.00	55,439	129.1%	(16,110)
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	<u>3,429,239</u>	<u>3,726,513</u>	<u>92.0%</u>	<u>297,274</u>
Total Expenditures	<u>\$ 3,429,239</u>	<u>\$ 3,726,513</u>	<u>92.0%</u>	<u>\$ 297,274</u>

RESTRICTED PURPOSE FUND REVENUE
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	\$1,175,188	\$1,310,850	89.7%	\$135,662
ISBE grant revenue- other	245,395	267,362	91.8%	21,967
Other Sources	43,777	3,708,227	1.2%	3,664,450
Total State Government	<u>1,464,360</u>	<u>5,286,439</u>	<u>27.7%</u>	<u>3,822,079</u>
FEDERAL GOVERNMENT				
Department of education	7,628,887	12,451,669	61.3%	4,822,782
Other	-	-	0.0%	-
Total Federal Government	<u>7,628,887</u>	<u>12,451,669</u>	<u>61.3%</u>	<u>4,822,782</u>
Total Revenue	<u>\$ 9,093,247</u>	<u>\$ 17,738,108</u>	<u>51.3%</u>	<u>\$ 8,644,861</u>

RESTRICTED PURPOSE FUND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>EXPENDITURES</u>				
By Program:				
Instruction				
Salaries	\$ 1,260,054	\$ 1,335,344	94.4%	\$ 75,290
Employee benefits	122,002	2,062,942	5.9%	1,940,940
Contractual services	11,618	34,375	33.8%	22,757
Material and supplies	225,360	314,919	71.6%	89,559
Conferences and meetings	12,377	16,407	75.4%	4,030
Capital Outlay	-	-	0.0%	-
Other Fixed Charges	9,213	22,676	40.6%	13,463
Student grants and scholarships	19,931.00	23,174	86.0%	3,243.00
Total Instruction	<u>1,660,555</u>	<u>3,809,837</u>	<u>43.6%</u>	<u>1,870,387</u>
Academic Support				
Employee benefits	-	250,000	0.0%	250,000
Total Academic Support	<u>-</u>	<u>250,000</u>	<u>0.0%</u>	<u>250,000</u>
Student Services				
Salaries	125,563	141,105	89.0%	15,542
Employee benefits	11,404	414,488	2.8%	403,084
Material and supplies	12,745	21,183	60.2%	8,438
Conferences and meetings	1,371	2,070	66.2%	699
Fixed charges	12,017	18,308	65.6%	6,291
Total Student Services	<u>163,100</u>	<u>597,154</u>	<u>27.3%</u>	<u>434,054</u>
Public Service/Continuing Education				
Salaries	179,538	196,839	91.2%	17,301
Employee benefits	38,047	125,600	30.3%	87,553
Contractual services	11,928	11,960	99.7%	32
Material and supplies	7,276	8,353	87.1%	1,077
Conferences and meetings	13,570	14,610	92.9%	1,040
Total Public Service/Continuing Education	<u>250,359</u>	<u>357,362</u>	<u>70.1%</u>	<u>107,003</u>

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
Auxiliary Services				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	<u>-</u>	<u>125,000</u>	<u>0.0%</u>	<u>125,000</u>
Operations and Maintenance of Plant				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	<u>-</u>	<u>450,000</u>	<u>0.0%</u>	<u>450,000</u>
Institutional Support				
Employee benefits	-	400,000	0.0%	400,000
Total Institutional Support	<u>-</u>	<u>400,000</u>	<u>0.0%</u>	<u>400,000</u>
Scholarships, Student Grants & Waivers				
Salaries	100,300	97,661	102.7%	-2,639
Student grants and scholarships	7,406,953	11,651,094	63.6%	4,244,141
<u>Total Scholarships, Student Grants & Waivers</u>	<u>7,507,253</u>	<u>11,748,755</u>	<u>63.9%</u>	<u>4,241,502</u>
<u>Total Expenditures</u>	<u>\$ 9,581,267</u>	<u>\$ 17,738,108</u>	<u>54.0%</u>	<u>\$ 7,877,946</u>

AUDIT FUND REVENUE AND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	<u>\$ 66,324</u>	<u>\$ 68,376</u>	<u>97.0%</u>	<u>\$ 2,052</u>
<u>MISCELLANEOUS</u>				
Investment revenue	<u>21</u>	<u>50</u>	<u>42.0%</u>	<u>29</u>
<u>Total Revenue</u>	<u>\$ 66,345</u>	<u>\$ 68,426</u>	<u>97.0%</u>	<u>\$ 2,081</u>
 <u>Transfers in</u>	 -	 20,000	 0.0%	 20,000
<u>Total Revenue and Transfers in</u>	<u>\$ 66,345</u>	<u>\$ 88,426</u>	<u>75.0%</u>	<u>\$ 22,081</u>
 <u>EXPENDITURES</u>				
By Program:				
<u>Institutional Support</u>				
Contractual services	<u>2,800.00</u>	<u>85,600</u>	<u>3.3%</u>	<u>82,800</u>
<u>Total Expenditures</u>	<u>\$ 2,800</u>	<u>\$ 85,600</u>	<u>3.3%</u>	<u>\$ 82,800</u>

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	<u>\$ 755,364</u>	<u>\$ 778,296</u>	<u>97.1%</u>	<u>\$ 22,932</u>
MISCELLANEOUS				
Investment revenue	<u>147</u>	<u>100</u>	<u>147.0%</u>	<u>(47)</u>
Total Revenue	<u>\$ 755,511</u>	<u>\$ 778,396</u>	<u>97.1%</u>	<u>\$ 22,885</u>
<u>EXPENDITURES</u>				
<u>By Program:</u>				
Instruction				
Employee benefits	<u>118,135</u>	<u>110,000</u>	<u>107.4%</u>	<u>(8135)</u>
Academic Support				
Employee benefits	<u>13,796</u>	<u>15,500</u>	<u>89.0%</u>	<u>1704</u>
Student Services				
Employee benefits	<u>18,142</u>	<u>18,000</u>	<u>100.8%</u>	<u>(142)</u>
Public Service/Continuing Education				
Employee benefits	<u>5,029</u>	<u>5,500</u>	<u>91.4%</u>	<u>471</u>
Auxiliary Services				
Employee benefits	<u>2918</u>	<u>4000</u>	<u>73.0%</u>	<u>1082</u>
Operations and Maintenance of Plant				
Employee benefits	<u>22,252</u>	<u>19,000</u>	<u>117.1%</u>	<u>(3252)</u>
Institutional Support				
Employee benefits	38,099	55,000	69.3%	16,901
Contractual services	344,753	525,565	65.6%	180,812
Total Institutional Support	<u>382,852</u>	<u>580,565</u>	<u>65.9%</u>	<u>197,713</u>
Total Expenditures	<u>\$ 563,124</u>	<u>\$ 752,565</u>	<u>74.8%</u>	<u>\$ 189,441</u>

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	<u>\$ 818,799</u>	<u>\$ 615,266</u>	<u>133.1%</u>	<u>\$ (203,533)</u>
<u>MISCELLANEOUS</u>				
Investment revenue	<u>126</u>	<u>100</u>	<u>126.0%</u>	<u>(26)</u>
Total Revenue	<u>818,925</u>	<u>615,366</u>	<u>133.1%</u>	<u>(203,559)</u>
<u>EXPENDITURES</u>				
By Program:				
Institutional Support				
Fixed charges	<u>515,325</u>	<u>576,750</u>	<u>89.3%</u>	<u>61,425</u>
Total Expenditures	<u>\$ 515,325</u>	<u>\$ 576,750</u>	<u>89.3%</u>	<u>\$ 61,425</u>

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>TRANSFERS IN</u>	<u>\$ 835,146</u>	<u>\$ 3,050,000</u>	<u>27.4%</u>	<u>\$ 2,214,854</u>
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services Capital outlay	889,952	2,050,000	43.4%	1,160,048
Total Operation and Maintenance of Plant	<u>889,952</u>	<u>2,050,000</u>	<u>43.4%</u>	<u>1,160,048</u>
Total Expenditures	<u>\$ 889,952</u>	<u>\$ 2,050,000</u>	<u>43.4%</u>	<u>\$ 1,160,048</u>

WORKING CASH FUND REVENUE AND EXPENDITURES
June 30, 2019

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>OTHER SOURCES</u>				
Investment revenue	<u>\$ 234,922</u>	<u>\$ 125,000</u>	<u>187.9%</u>	<u>\$ (109,922)</u>
<u>Total Revenue</u>	<u>234,922</u>	<u>125,000</u>	<u>187.9%</u>	<u>(109,922)</u>
<u>TRANSFERS OUT</u>	<u>-</u>	<u>125,000</u>	<u>0.0%</u>	<u>125,000</u>

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Anderson](#)
Subject: FW: Action Item 8.3 for 7/24/2019 Board Meeting
Date: Wednesday, July 10, 2019 1:00:51 PM
Attachments: [TR 6.30.19.pdf](#)

Approved.

Thanks,

*Mireya Perez
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

Morton College is on Summer schedule and is closed on Fridays through August 9

From: Suzanna Raigoza
Sent: Wednesday, July 10, 2019 12:59 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.3 for 7/24/2019 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR JUNE 2019 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thank you,

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

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

Morton College Treasurer's Report

Month Ending: June 30, 2019

<i>Institution</i>	<i>Purchased</i>	<i>Principal</i>	<i>Rate</i>	<i>Type</i>	<i>Maturity</i>
<i>Fifth Third, Cicero</i>	1-May-06	\$ 639,915.97	1.5000%	US Treasury Securities	31-Oct-19
	Sum	<u>\$ 639,915.97</u>			
<i>The Illinois Funds, Springfield</i>	1-May-06	\$10,465,883.30	0.0100%	TIF Prime Fund	30-Jun-19
	Sum	<u>\$ 10,465,883.30</u>			
Grand Total		\$ 11,105,799.27			

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Anderson](#)
Subject: Board Action - Olga Bush Funds
Date: Wednesday, July 10, 2019 2:00:55 PM

Approval of the Olga Bush Funds to be donated/transferred to the Morton College Foundation to be distributed as scholarships in the amount not to exceed \$65,000 for Fiscal Year 2020.

Thanks,

*Mireya Perez
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

Morton College is on Summer schedule and is closed on Fridays through August 9

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

MORTON COLLEGE
Facility Use Permit Application

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

Date: June 3, 2019

Name of Organization: District 103 Toastmasters

Address: 1926 Arlow Place Schaumburg 60194
Street City Zip Code

Telephone: 847-217-0864 Person to Contact: Ivory Gwin

Date(s) Requested: Jul 20; Aug 17; Sep 21; Nov 16; Feb 15; Mar 21; May 16; Jun 20

Time Requested: From: 8am To: 2pm

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

Facility Requested: One Room

Purpose of Use: For District Executive Council (DEC) Meetings to manage the business of District 103 Toastmasters and to develop district leaders by offering mentoring and coaching sessions to train them to lead with respect and integrity.

Expected Attendance: 50 people

Equipment Requested: Screen and projector for PowerPoint presentations

Extent to which refreshments, if any, are to be served: Continental Breakfast and Lunch needed

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

Authorized Signature:

Ivory Gwin

Digitally signed by Ivory Gwin
Date: 2019.04.30 11:42:41 -05'00'

Organization Title:

2019-2020 District Director

Please send this form to: **Director of Physical Plant
Morton College
3801 S. Central Ave.
Cicero, Illinois 60804
(708) 656-8000, Ext. 2221 Fax (708) 656-7679**

Date

Stan Fields
President

Date

**MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS**

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

ORGANIZATION: District 103 Toastmasters
ADDRESS: 1926 Arklow Place Schaumburg IL 60194
TELEPHONE: 847-217-0864
DATE (S) OF UTILIZATION: July 1, 2019 - June 30, 2020

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

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

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

Authorized Signature: Ivory Gwin
Organization Title: 2019-2020 District Director
Date: May 30, 2019

Digitally signed by Ivory Gwin
Date: 2019.04.30 10:37:16 -05'00'

4/12/00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2018

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

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

PRODUCER **GMGS Risk Management & Insurance Services**
6201 Oak Canyon, Suite 100
Irvine, CA 92618

www.gmgs.com

0B84519

INSURED

Toastmasters International
9127 S. Jamaica St.
Englewood CO 80012

CONTACT NAME: **Ashley Brewster**
PHONE (A/C No. Ext): **949-559-3377** FAX (A/C No.): **949-559-6703**
E-MAIL ADDRESS: **ashleyb@gmgs.com**

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Federal Insurance Company**

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 45794376

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		3593-20-75	12/11/2018	12/11/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$ Subject To Gen Agg
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

As respects General Liability coverage, Morton College is added as additional insured per attached form 80-02-2000.

CERTIFICATE HOLDER

Morton College
Attn: Director of Physical Plants
3801 South Central Avenue
Cicero IL 60804

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Finn

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE A COST OF \$36,481.25 TO MK EDUCATION FOR THE SPRING 2019 SEMESTER FOR VETERINARY ASSISTANT AND PHARMACY TECHNICIAN CERTIFICATION COURSES.

RATIONALE: MK Education provides Morton College with desirable certification programs for the surrounding communities. Although income was not substantial this semester, we aim to keep these programs which will be enhanced in the coming semesters with new technology and format, in order to bring in a larger and broader pool of students to Morton College.

COST ANALYSIS:

MK Education Components	Cost
Pharmacy Technician (\$2,450/student)	\$12,000
Veterinary Assistant Student Income (\$2,400/student)	\$31,850
Veterinary Assistant Instructor Cost (\$30/hour)	(\$4,500)
Pharmacy Technician Instructor Cost (\$45/hour)	(\$2,868.75)
Pharmacy Technician Balance Due	\$9,131.25
Veterinary Assistant Balance Due	\$27,350
<u>Total Cost to Morton College Spring 2019 semester</u>	<u>\$36,481.25</u>

ATTACHMENTS: 2 Invoices from Veterinary Assistant and Pharmacy Technician courses from the Spring 2019 semester.

RESOLUTION

**ADOPTING A MASTER SERVICES AGREEMENT AND RIDER
BETWEEN
MORTON COLLEGE, ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527
AND
MRXL CORPORATION TOGETHER WITH KUSHAN LLC
(COLLECTIVELY D/B/A MK EDUCATION)**

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

WHEREAS, MRxl Corporation and Kushan LLC, collectively d/b/a MK Education ("MK Education") is a private Illinois entity with its principal offices located at 1001 Ogden Avenue, Su. 201, Downers Grove, Illinois 60515, that provides credit and non-credit courses at educational institutions for a per-student fee; and

WHEREAS, Morton desires to enter into a Master Services Agreement and Rider ("Agreement" and Rider) with MK Education to develop and provide Pharmacy Technician Training Programs with Externships to Morton students to expand the courses/programs offered at Morton with no capital outlay for bricks and mortar and/or personnel; and

WHEREAS, MK Education desires to develop and provide Pharmacy Technician Training Programs with Externships to Morton students; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the "Board") has determined that it is in the best interests of Morton to enter into the Agreement along with the Rider attached thereto which are both attached hereto as Exhibit A, with MK Education to provide Morton students the opportunity to participate in Pharmacy Technician Training Programs with Externships.

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

1. The form, terms and provisions of the Agreement and Rider, both of which are attached hereto as Exhibit A are hereby approved in substantially the same form as provided therein, with such insertions, omissions and changes as shall be approved by the Board Chair, Morton President or Attorney executing the same, the execution of such document being conclusive evidence of such approval; and the Morton Board Chair and Morton President are hereby authorized and directed to execute and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and Rider any and all such other documents as may be necessary to carry out and effectuate the purpose of this Resolution.

2. The officers, employees and agents of Morton are hereby authorized and directed to take any and all action necessary or reasonably required by the parties to the Agreement and Rider to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith.

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


4. This Resolution shall be in full force and effect upon passage and approval.

Passed by a vote of 6 ayes and 0 nays at a Regular Meeting of the Board of Trustees held this 28th day of August 2013.



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

Attest:



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



SEEK + DISCOVER + LEARN

1001 Ogden Avenue | Suite 201 | Downers Grove | IL | 60515

p | 630.541.3600

f | 630.929.0852

mkedu.org

MASTER EDUCATIONAL SERVICES AGREEMENT

MK Education Courses

MORTON COLLEGE

This Master Educational Services Agreement ("Agreement") is made as of **29 August 2013**, between MRxi Corporation and Kushan LLC (MK Education), an Illinois corporation, located at 1001 Ogden Avenue, Suite 201, Downers Grove, Illinois 60515 ("MK Education"), and **Morton College**, an Illinois educational institution, located at **3801 South Central Avenue, Cicero, IL 60804** (collectively the "Parties").

RECITALS

- A. MK Education provides [credit and] non-credit courses to educational institutions;
- B. **Morton College** is a community college, a public educational institution, the mission of which is to provide quality education to its constituent citizens ("Students"). Toward that end, **Morton College** offers courses, and provides education and training, to Students, through [credit and] non-credit classes. Therefore, **Morton College** secures service providers to supply instructional classes of interest to its Students.
- C. **Morton College** desires to hire MK Education to provide, and MK Education desires to provide, continuing education and training courses at **Morton College**.

With the intent to be legally bound, the Parties agree as follows:

1. **MK Education to Provide Courses at Morton College.** MK Education will create, establish, and provide instructional content for non-credit courses to be offered at **Morton College** (the "Courses"). Each Course shall be governed by a Course Rider Agreement attached hereto and incorporated herein. MK Education will provide Courses in a professional manner, and with a high standard of education.
2. **Date to Begin Courses.** MK Education will begin providing the Courses and related services for **Morton College**, for the **Fall Semester 2013**. The first day of the semester is the "Start Date" for the Courses and for this Agreement.
3. **Services to be Provided by MK Education; Obligations of MK Education.** In providing the Courses to **Morton College**, MK Education will provide the following services ("Services"):
 - 3.1. Instructor Recruiting, Screening, Hiring, Training. MK Education will recruit, assist in screening, and train qualified persons to teach the Courses as follows:
 - 3.1.1. Instructor Recruiting and Screening. MK Education will recruit and assist in screening instructor candidates for their technical competence, verify their credentials, and conduct background checks and due diligence checks on them.

- 3.1.2. **Instructor Qualifications.** MK Education will recruit and assist in screening licensed professionals", or professional educators from the industry to teach the Courses ("Instructors"). Instructors will have an interest in teaching, and will meet Morton College and MK Education's additional requirements for teaching the Courses.
- 3.1.3. **Instructors Will be Employees of Morton College.**
- 3.2. **Nondiscrimination and ADA.** In providing services under this Agreement, and in employment of Instructors, MK Education will not illegally discriminate against any person because of sex, race, disability, national origin, veteran's status, sexual preference, or religion. MK Education agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.
- 3.3. **Marketing & Promotion.** MK Education will market and promote the Courses as follows:
- 3.3.1. **MK Education Advertising.** MK Education will market the Courses on MK Education's own website and through other advertising means. College reserves the right to approve any content bearing the College or logo.
- 3.3.2. **College Advertising.** MK Education will support College's marketing and promotion of the Courses by providing the following content to College: promotional materials to College for the Courses: Course descriptions, website content, advertising content, and logos ("Promotional Materials"). MK Education will provide additional marketing content if requested by College. MK Education reserves the right to approve any content bearing the MK Education name or logo;
- 3.3.3. **Local Community Promotion.** MK Education will meet with local area businesses to promote the Courses, at the request of College.
- 3.3.4. **Marketing and Advertising Performance Management.** With the purpose of measuring the key outcomes and objectives for MK Education and the College's respective efforts towards optimizing marketing and advertising resources; the college and MK Education will collaborate on compiling data to assess analytics for agreed-upon metrics. Data collection is for tracking all prospective student inquiries related to MK Education and College-collaborated program for market analysis and mutually agreed-upon follow-up parameters to achieve mutually agreed-upon metrics.
- 3.4. **Course Records.** MK Education will maintain records of Courses provided for College, Instructors hired, Course Materials used, and Students who have completed the Courses under this Agreement. The records, programs, Course Materials, reports and other documentation created in connection with the Courses are, and will remain, MK Education property. However, if requested by College, MK Education will provide to College in electronic or paper format, copies of any Course records. If College's request for MK Education Course records will cause MK Education unreasonable effort or expense, then MK Education may charge College a reasonable fee for document production.
- 3.5. **Student Privacy; FERPA Compliance.** MK Education will keep confidential all Student records and information ("Student Records"), and will use Student Records only as necessary to operate and document the course. MK Education will not provide Student Records to any person or entity, unless expressly authorized by College or by the Student. MK Education will comply with all applicable provisions of the Family Educational Rights and Privacy Act, 20 United States Code §1232g in the receipt and use of Student Records, to the extent that MK Education has access to them.
- 3.6. **No Commercial Use of Student Information.** MK Education will ensure that the Course Materials and forms do not request from Students any information other than that which is necessary or helpful for purposes of conducting and documenting the Course. MK Education will not use the Courses to sell services or products of any business entity; except that MK Education is

Master Educational Services Agreement with MK Education

permitted to provide the following information to Students during, or in connection with, the Courses:

3.6.1. Information about continuing education opportunities and other courses available from MK Education, or enrollment information for certification courses or programs, or internships or employment available to Students and MK Education graduates; and

3.6.2. Information pertinent to the Course.

4. College's Obligations.

4.1. Approvals for Courses and Materials. College will provide any required approvals of Course offerings or Course Materials in sufficient time that MK Education may make arrangements for the Course to be offered through College. If College will be requiring any changes to Course or Materials, College will notify MK Education at least 4 months in advance of the Start Date of the semester, so that student books and instructor manuals can be amended, and instructor training can be adjusted.

4.2. Course Offerings. College will make the Courses available at College, and at other sites, that College may arrange.

4.3. Classroom, Equipment and Technology. College will provide and maintain an appropriate classroom setting in which the Courses can be taught. The classroom will be a "smart classroom", containing the necessary equipment and technology enabling MK Education Instructors to efficiently and effectively teach the Courses. Each classroom will have a sufficient number of seats for each Student, at least 1 computer with monitor, and one printer, a high-speed Internet connection, display technology or TV screen, PowerPoint presentation media, and DVD player or VCR. Additional equipment and technology may be required as specified in the attached Rider Agreement.

4.4. College will make available a computer lab, with computers sufficient for use by the students in the class, and a high speed Internet connection, for one session; or alternatively each classroom will have at least 3 computers (with monitors) and 1 printer. Additional equipment and technology may be required as specified in the attached Rider Agreement.

4.5. Storage. College will provide and maintain locked storage for the items (one for each student registered for the Course); as well as storage for the following class items for the Instructor: A training manual, teaching materials, tools, and equipment. College will make the storage location available 3 weeks before each semester Start Date, at which time MK Education will ship the materials to College for storage. Additional storage space may be required as specified in the attached Rider Agreement.

4.6. College Promotion of Courses. College will promote the Courses to Students, and to the general public, in the manner that College generally promotes its courses. College will promote the Courses according to the Course description provided by MK Education and approved by College.

4.7. Conformation of course supplies and materials.

4.7.1. To accommodate accurate number of supplies and materials for the course to operate, the college or a designee can provide an accurate count to an MK Education representative.

4.7.2. MK Education Name and Logo. College may use MK Education name and logos in the promotions, only during the term of this Agreement.

4.7.3. Joint Promotion. MK Education may also publicize the Courses, using College's name, with College's prior approval. College, and MK Education, will jointly approve the means and content

Master Educational Services Agreement with MK Education

- of any publicity, including the use of any of the parties' names and logos, before the publication of them.
- 4.7.4. MK Education marketing plans and efforts entail a large amount of expense for student recruitment efforts. These costs are incurred with the understanding and full cooperation of our partners. Therefore, accounting for all prospective student follow-up and follow-through is imperative; The accounting is related to tracking data of all inquiries, with communication to MK Education, and executing mutually beneficial follow-up on all inquiries of MK Education-selected courses at the college.
- 4.7.5. College would have to reimburse MK Education for all marketing expenses and labor costs for failure in compliance with organized and mutually agreed upon marketing plans.
- 4.7.6. Marketing changes:
- 4.7.6.1. What the college will need to do:
- 4.7.6.1.1. Catalog/Brochure/Online Support and Notice
- 4.7.6.1.1.1. Provide MK Education approximate dates of draft deadlines 30 days in advance
- 4.7.6.1.1.2. Provide MK Education dates of approximate mail delivery dates of catalogs/schedule brochures reaching targeted areas
- 4.7.6.1.1.3. Provide MK Education dates and resources to have college websites, as permissible, advertise MK Education collaborated courses
- 4.7.6.1.2. Info sessions
- 4.7.6.1.2.1. Organize in advance
- 4.7.6.1.2.2. Provide proper room
- 4.7.6.1.2.3. Provide a data sheet for students to sign in with email, telephone and fax, scan, and/or email it to MK with 7 days.
- 4.7.6.1.2.4. Publish flyers and brochures to college students; departments, clubs.
- 4.7.6.1.3. Assist with WIA approval process:
- 4.7.6.1.3.1. Assist to get course(s) approved
- 4.7.6.1.3.2. Assist to channel marketing efforts:
- 4.7.6.1.3.2.1. Coordinate with counselors and advisors
- 4.7.6.1.4. Payment Plan and Funding Resources
- 4.7.6.1.4.1. Collaborate with Financial Aid and other respective financial business office division or department heads on available options to offer students
- 4.7.6.1.5. Student tracking
- 4.7.6.1.5.1. Provide phone numbers and email addresses to MK Education
- 4.7.6.1.5.2. Provide tracking data to MK Education
- 4.7.6.1.5.3. Assist students with specific needs for enrollment
- 4.7.6.1.6. Approvals:
- 4.7.6.1.6.1. Approve marketing materials in 7 day turnarounds.
- 4.7.6.1.6.2. Marketing of any partnered course or program literature requires approval form both parties.
- 4.7.7. Payment terms
- 4.7.7.1. 30 days from invoice.
- 4.7.8. Instructor Approvals
- 4.7.8.1. When instructors are submitted to college for approval the follow is expected:
- 4.7.8.1.1. Within 7 business days the college must provide written notification of acceptance or denial of instructor.
- 4.7.8.1.2. MK education will make attempts to organize the appointment for the instructor with the college; however, the college is responsible for organizing all appointments with instructors.
- 4.7.9. Externship Approvals
- 4.7.9.1. When externships are submitted to the college for approval the follow is expected:
- 4.7.9.1.1. Within 7 business days the college must provide written notification of acceptance or denial of the site.
- 4.7.9.1.2. MK education will make attempts to organize the appointment for the preceptor with the college; however, the college is responsible for organizing all appointments with the externship site coordinators.

- 4.7.9.1.3. Confirmation of affiliation agreements are handled between the college and the externship site. It is expected for the college to secure all agreements within 7 business days of receiving them as to avoid any delays for students.
- 4.7.10. Medical requirements for students are a necessity for admission to some externship sites. College list of medical clinics or locations for students to be in full compliance should be made available.
- 4.8. Externship Placement to be given in a "smart" classroom with access to a webcam for a live teleconference.
- 4.9. Registration. College will provide Student registration for the Courses through College's registration system. College will keep MK Education apprised of the Course Registration status. MK Education reserves the right to cancel a Course for which fewer than 10 Students have enrolled by the day before the class Start Date.
- 4.10. Cancelled Courses - Refunds. MK Education will not charge College for the Service Fee for any Course cancelled before the Course Start Date, and will refund any payments made to MK Education by College. MK Education will provide refunds for any Course Materials returned to MK Education, when a class has been cancelled.
- 4.11. Refunds for Dropped Course. MK Education will defer to **Morton College's Refund Policy** as stated in the college catalog with regards to tuition and fee refunds for Students who drop the Course.
- 4.12. Records. College will provide to MK Education, a complete list of Students enrolled in each Course, their mailing addresses, and their email addresses (if email addresses are available), by 7 days after the Course Start Date, and an updated list by 2 days after the last drop/add date for the semester. MK Education will use the Student list only for class management and fee calculation purposes, as well as for distributing the Course completion certificates that MK Education issues to Students.
- 4.13. Written notice of students with special needs must be approved by the college's official respective department that handles support for special needs students and provided to MK Education before registration; in order to ensure that the
 - 4.13.1. Provide MK Education with the college's policies and procedures for special needs students

5. Intellectual Property Ownership Rights of MK Education.

- 5.1. Intellectual Property. The Courses and the concepts for the Courses involve original intellectual property created by MK Education. The Courses, Course Materials (other than the text books), instructor manuals, instructor training procedures, Course promotional materials, MK Education logo, MK Education name, documents, lists, spreadsheets, charts, computer programs and applications, proprietary work, trade secrets, and all related and all ideas of any kind prepared by MK Education, whether outside of, or within the scope of, this Agreement, are the work product of MK Education, and not of College, and are owned solely by MK Education (and not College), as MK Education's own work product and intellectual property ("Intellectual Property").
- 5.2. No Appropriation of Intellectual Property. College will not appropriate, copy, borrow, or use any of the Intellectual Property or concepts created by MK Education, without time limitation, regardless of whether this Agreement is still effective.
- 5.3. MK Education's Exclusive Ownership of Intellectual Property Rights. MK Education is the sole and exclusive owner of the rights to the Intellectual Property, including copyright, trademark, trade secret, and patent rights. College, and its agents and employees, do not have any rights to the Intellectual Property, and will not, use or own the Intellectual Property, or any portion of it, other than to distribute them to Students registered for a Course.

- 5.4. **Enhancements Belong to MK Education.** Any enhancements made to the Intellectual Property by any of the Instructors or by College or College's staff or representatives during, or in connection with, the Courses, hereby become part of MK Education's Intellectual Property and are hereby owned by MK Education, without any compensation or payment to College from MK Education. College will cooperate with MK Education in executing any assignments, oaths, declarations and other documents prepared by MK Education to protect its Intellectual Property.
- 5.5. **Grant of License.** MK Education hereby grants a non-exclusive license to College and its agents and employees, to use the Intellectual Property in connection with the Course, only for the semester during which the Course is offered, and only during the term of this Agreement. This license grants a limited right, title and interest in MK Education's Name, Logo, Course Materials, Instructor Manuals, ideas and plans for the Course, and the Promotional Materials. Other than the Educational Service Fee, MK Education will not be entitled to any additional compensation for the grant of this license.
- 5.6. **MK Education Release of College for Student Misuse of Materials.** MK Education hereby releases College from liability to MK Education, for the misuse by any Student of the Course Materials.
- 6. Reciprocal Confidentiality, Nondisclosure, and Nonsolicitation Agreement.**
- 6.1. **Confidential Information.** The Parties acknowledge that they will be exposed to each other's unique business information while performing this Agreement, including: Proprietary documents and Course Materials, Student Lists and other customer lists, ideas, concepts, techniques, memos, charts, processes, know-how, technology, processes, know-how, pricing and cost information; needs for services and products; and any non-public, confidential, proprietary or business information ("Confidential Information.")
- 6.2. **Irreparable Damage.** The value of MK Education and College depends upon, among other things, maintaining the secrecy of Confidential Information. Unauthorized disclosure of Confidential Information would irreparably damage the Parties
- 6.1. Reciprocal Confidentiality and Nondisclosure Agreement**
- 6.1.1. The Parties will hold confidential, without time limitation, during or after the term of this Agreement, and will not ever disclose to any third party, any Confidential Information, disclosed to each other, or their representatives, or discovered by the Parties, in connection with their business relationship, whether disclosed before, during, or after the duration of this Agreement, unless:
- Disclosure is required by law or legal action to disclose it,
 - Written consent is given by the other Party to disclose it, or
 - The Confidential Information becomes public through no fault of the disclosing Party or their agents or employees.
- The Parties agree to treat each other's Confidential Information with the same standard of care that each Party applies to their own confidential information.
- 6.1.2. Without time limitation, the Parties will not make any commercial use of, or use for their own benefit or the benefit of others, directly or indirectly, the other Parties' confidential information, except as contemplated by this Agreement, unless written consent is given by the other Party.
- 6.1.3. Without time limitation, College, and its representatives, will not use or appropriate in any manner, to its own benefit, or the benefit of others, financial or otherwise, any information belonging to, or about, MRxl, including the Intellectual Property.

- 6.2. **Reciprocal Nonsolicitation Agreement.** The Parties will not solicit each other's employees, contractors, or Instructors to teach or offer courses that are Competing Courses with each other's courses, for 2 years after the termination of this Agreement.
- 6.3. **Survival Provision.** This entire Confidentiality, Nondisclosure and Nonsolicitation agreement Section 10 will survive termination of this Agreement.

7. **Relationship of the Parties.** MK Education is independent of College, and is hired under this Agreement as an independent service provider to College. Neither MK Education or College considers MK Education to be an agent or employee of College for any purpose. MK Education will perform the services by its own means and sole control.

The Instructors are not employees of College, but rather employees of MK Education. MK Education is responsible for all state, federal and local taxes employment taxes, and tax reporting for MK Education's instructors, employees, or agents.

8. **Effective Date, Start Date, Duration, Renewal, Termination, Breach.**

- 8.1. **Effective Date.** This Agreement will be effective on the Effective Date agreed upon by the Parties, or on the execution date under their signatures, whichever occurs first.
- 8.2. **Start Date.** The Services to be provided under this Agreement, and the obligations arising under it, will begin with the **Fall Semester 2013** ("Start Date").
- 8.3. **Four-Year Term, Auto-Renewal, Termination, Breach**
- 8.3.1. **Four-Year Term.** The term and duration of this Agreement will be for 4 years, and will begin on the earlier of the execution date of this Agreement, or the Effective Date, or the semester Start Date in which Services will first be provided. The term will end 4 years after the beginning date ("Expiration Date"). If, because of the way the school calendar falls at the end of the 4th year, a new 5th academic year will start before the Expiration Date, then the Expiration Date will be the day before the start of the 5th academic year.
- 8.3.2. **Automatic Renewal.** This Agreement will automatically renew, on the Expiration Date, for another 4 years, unless one of the Parties notifies the other at least 4 months before the renewal date that the Party chooses not to renew.
- 8.4. **Unilateral Termination: At Least 6 Month's Notice.** A Party may terminate this Agreement, before the expiration of its term, by giving the other party written notice, as soon as possible after making the decision to terminate, but no later than 6 months before the cancellation date.
- 8.5. A Termination will not occur with respect to a Course already in session and no sooner than 6 months after the notice.
- 8.6. If a Party has incurred nonrefundable expenses in reliance on this Agreement, then the Party terminating this Agreement will promptly pay to the non-terminating Party the nonrefundable expenses incurred by the non-terminating party. Payment will be made before the termination is effective.

9. **Liability of College, and Indemnification.**

- 9.1. **College Liability for Errors & Omissions.** College will be liable to MK Education for, and will defend, indemnify, and hold harmless MK Education, and its agents, officers and employees,

subcontractors and staff, from and against all claims, damages and expenses arising from the errors, omissions, mistakes, acts, work or service in the performance of this Agreement of College, by its agents, employees, College administration staff, subcontractors, or any Instructors who are, or who are deemed to be, employees of College rather than of MK Education.

- 9.2. College's General Liability for Accident or Injury. College will be liable to Students and to MK Education Instructors for any accident or injury occurring to them while on College property or at a College Course site. College will maintain a General Liability insurance policy, or if self-insured, will reserve and maintain sufficient assets to cover claims for accident and injury to Students, or to MK Education's employees and subcontractors, occurring on College property or at a College Course site. College will provide to MK Education upon request, evidence of ability to self-insure.

10. Operative and Interpretive Provisions.

- 10.1. Assignment; Effect on Successors and Assigns. This Agreement is assignable or transferable, but only with the prior written consent of the Parties. This Agreement is binding on, and inures to the benefit of, and is enforceable by, the Parties and their respective successors and assigns.
- 10.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be considered one and the same Agreement, binding on all of the Parties, even if all of the Parties have not signed the same original or the same counterpart.
- 10.3. Governing Law; Choice of Forum. This Agreement, and the obligations arising under it, will be governed by, and construed and enforced under, the laws of **Illinois**, without regard to the conflict of law principles. Actions arising directly, or indirectly, in connection with this Agreement will be litigated in Illinois courts. The parties hereby consent and submit to the jurisdiction of any local, state, or federal court located within Illinois. The Parties hereby waive any right they may have to transfer or change the venue of any litigation brought in connection with this Agreement.
- 10.4. Entire Agreement; Amendments; Conflicting Agreements.
- 10.4.1. This Agreement reflects the entire understanding and agreement between the Parties with respect to its subject matter. This Agreement supersedes all previous understandings, agreements, discussions and representations, whether oral or written, between the Parties, concerning this subject matter. However, email communications and other writings may be used to interpret provisions where appropriate or helpful.
- 10.4.2. Amendments. The Parties may amend this Agreement only through a written amendment executed by, or in an email communication assented to by, both Parties.
- 10.4.3. Interpretation of Conflicting Terms between Agreements. If a conflict arises between or among the terms in this Agreement and any other agreement between the Parties, with regard to the subject matter or issues involving the subject matter, then this Agreement will control as to those issues.
- 10.5. Interpretation of Agreement and Headings. The section headings in this Agreement are for reference and convenience purposes only, will not be considered in the construction of this Agreement, and will not affect the meaning or interpretation of it. The use of the word "including" in this Agreement will be by way of example rather than by limitation, and therefore means "including but not limited to". The use of the word "will" has the same meaning as the word "shall", and is intended in this Agreement to have the same legally binding effect as "shall".
- 10.6. Severability. If any provision, paragraph, sentence, or word of this Agreement is declared void by a court of competent jurisdiction; then the provision, paragraph, sentence, or word will be severed from this Agreement, and the remainder of the Agreement will remain in effect.

11. Dispute Resolution.

11.1. **Equitable Relief.** Without waiving the right to litigation, the parties hereby declare and agree that it is impossible to measure in money the damages that will accrue to the Parties from a breach of certain provisions of this Agreement. If a dispute arises concerning the breach of any of the intellectual property provisions of this Agreement, including the non-compete, nondisclosure or non-solicitation provisions, or the prohibition on appropriating Intellectual Property, then an injunction may be issued restraining the activity, until the determination has been made on the controversy. Equitable remedies will be cumulative and not exclusive and will be available in addition to, and not in lieu of, any other remedy that the non-breaching Parties may have.

11.2. **Mediation before Litigation.** Other than a controversy that may reasonably require equitable relief, a controversy, or claim arising out of, or in connection with, this Agreement, or the breach of it, will be first submitted before an impartial mediator, before any lawsuit is filed.

12. **Notices.** Any notice, request, consent or communication permitted or required to be given in writing under this Agreement, will be signed by an officer or other party authorized to execute or terminate agreements, and may be sent by:

- Email, with receipt acknowledged in some manner (either by reply by the other Party, or by receipt acknowledgement, or otherwise),
- Overnight courier,
- Messenger Delivery or In Person Delivery, or
- Fax with confirmed receipt acknowledged.

The contact information for notice or communication is listed below. The Parties may notify each other in writing with change of address, email address, or contact information:

MK Education:

Mayur Shah, President
1001 Ogden Avenue, Suite 201
Downers Grove, IL 60515
Phone: 630-929-8601
Fax: 630-929-0852
mayur.shah@MK Educationcorp.com

Morton College:

Dana Grove, President
3801 S. Central Avenue
Cicero, IL 60804
Phone: 708-656-8000, ext. 2210
Fax: 708-656-3186
dana.grove@morton.edu

Counsel for MK Education:

Erik L. Kantz
Attorney at Law
ARNSTEIN & LEHR LLP
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Phone: 312-876-6671
Fax: 312-876-6211
elkant@arnstein.com

Counsel for College:


Del Galdo Law Group
1441 S. Harlem Avenue
Berwyn, IL 60402
Phone: 708-222-7000
Fax: 708-222-7001

13. **Execution.** This Agreement is effective as of **29 August 2013** Intending to be legally bound, the Parties have signed this Agreement in their own names, or by way of a legally authorized representative who has signed on behalf of the Party.

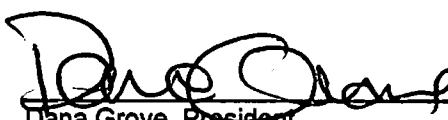
Master Educational Services Agreement with MK Education

MK Education

Morton College

By: 
Mayur Shah, President

Date: 9/5/13 2013

By: 
Dana Grove, President

Date: 11/13/13 2013



SEEK + DISCOVER + LEARN

phone 630.541.3600 | fax 630.929.0852 | mkclient.org | mkedu.org

MK EDUCATION

MRxi Corporation and Kushan LLC (MK EDUCATION)

RIDER NO. 1

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


COURSE: 300-hour Pharmacy Technician Training Program

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

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

Agreed:

MK Education

By: 
Mayur Shah, President

Date: 9/14, 2017

Morton College

By:
Name:
Title:

Date: _____, 2017



SEEK + DISCOVER + LEARN

phone 630.541.3600 | fax 630.929.0852 | mkclient.org | mkedu.org

MK EDUCATION

MRxi Corporation and Kushan LLC (MK EDUCATION)

RIDER AGREEMENT

105 PHARMACY TECHNICIAN TRAINING COURSE WITH EXTERNSHIPS

THIS AGREEMENT, effective as of **29th** day of **August 2013**, is entered into by and between MK EDUCATION , an Illinois business corporation having its principal place of business at 1001 Ogden Avenue, Suite 201, Downers Grove, IL 60515 ("MK EDUCATION "), and **Morton College** having its principal place of business at **3801 South Central Avenue, Cicero, IL 60804** ("College").

WITNESSETH

WHEREAS, MK EDUCATION and **Morton College** have entered into a certain Educators Agreement, effective as of **August 29, 2013**, which requires MK EDUCATION to provide certain courses, course content, course materials and certain services to **Morton College** ("Educators Agreement"); and

WHEREAS, MK EDUCATION and **Morton College** desire to enter into an agreement which requires MK EDUCATION to provide certain courses, course content, course materials and certain services to **Morton College** relating to KUSHAN's **105 Pharmacy Technician Training with Externships** Course pursuant to the terms set forth below.

NOW THEREFORE, with the intent to be legally bound, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, MK EDUCATION and **Morton College**.

1. Definitions. All defined terms will have the meanings set forth below. In the event the meanings are not provided below, the defined terms shall have the meanings contained in the Educators Agreement. In the event that the meanings provided below and the meanings assigned in the Educators Agreement conflict, the meanings set forth in this Agreement shall be controlling.

2. Incorporation by Reference. Except for the provisions set forth below, the terms and conditions contained in the Educators Agreement shall apply to the course, course content, course material and services provided to the College pursuant to this Agreement. Without limitation, provisions relating to the ownership of intellectual property, covenants of non-solicitation and non-competition shall be incorporated into this Agreement.

3. Effective Date. This Agreement will be effective on the Effective Date agreed upon by the Parties, or on the execution date under their signatures, whichever occurs first.

3.1. Start Date. The Services to be provided under this Agreement, and the obligations arising under it, will begin with the Fall Semester 2013 ("Start Date").

3.2. Four-Year Term, Auto-Renewal, Termination, Breach

3.3. Four-Year Term. The term and duration of this Agreement will be for 4 years, and will begin on the earlier of the execution date of this Agreement, or the Effective Date, or the semester Start Date in which Services will first be provided. The term will end 4 years after the beginning date ("Expiration Date"). If, because of the way the school calendar falls at the end of the 4th year, a new 5th academic year will start before the Expiration Date, then the Expiration Date will be the day before the start of the 5th academic year.

3.4. Automatic Renewal. This Agreement will automatically renew, on the Expiration Date, for another 4 years, unless one of the Parties notifies the other at least 4 months before the renewal date that the Party chooses not to renew.

3.5. Unilateral Termination: At Least 6 Months' Notice. A Party may terminate this Agreement, before the expiration of its term, by giving the other party written notice, as soon as possible after making the decision to terminate, but no later than 9 months before the cancellation date.

3.6. A Termination will not occur with respect to a Course already in session and no sooner than 6 months after the notice.

3.7. If a Party has incurred nonrefundable expenses in reliance on this Agreement, then the Party terminating this Agreement will promptly pay to the non-terminating Party the nonrefundable expenses incurred by the non-terminating party. Payment will be made before the termination is effective.

4. Per student Service and Materials Fee Charged By MK EDUCATION to College – Per Student Fee. College will pay MK EDUCATION LLC \$1,800 per student, per course, per semester as the service and materials Fee. The \$1,800 per Student Course and Materials Fee applies to each Student who is registered for the Course on the Course Start Date, and to each Student who registers for the Course after the Start Date. The Course Materials Fee applies whether or not the Student completes, or drops, the Course. College understands and acknowledges that MK EDUCATION marks up the textbooks over KUSHAN's cost to buy them, and that MK EDUCATION otherwise charges fee for the Course Materials that MK EDUCATION creates.

5. Storage. College will provide and maintain locked storage for the items (one for each student registered for the Course); as well as storage for the following class items for the Instructor: A training manual, teaching materials, tools, and equipment. College will make the storage location available 3 weeks before each semester Start Date, at which time MK EDUCATION will ship the materials to College for storage. Additional storage space may be required as specified in the attached Rider Agreement.

6. No Resale of Course Materials. Course Materials will be sold exclusively by College or MK EDUCATION. College will not participate in reselling, or permit the resale of, the Course Materials.

6.1. Intellectual Property. The Courses and the concepts for the Courses involve original intellectual property created by MK EDUCATION. The Courses, Course Materials (other than the text books), instructor manuals, instructor training procedures,

Course promotional materials, MK EDUCATION (MK EDUCATION logo), MK EDUCATION name, documents, lists, spreadsheets, charts, computer programs and applications, proprietary work, trade secrets, and all related and all ideas of any kind prepared by MK EDUCATION, whether outside of, or within the scope of, this Agreement, are the work product of MK EDUCATION, and not of College, and are owned solely by MK EDUCATION (and not College), as MK EDUCATION own work product and intellectual property ("Intellectual Property").

6.2. No Appropriation of Intellectual Property. College will not appropriate, copy, borrow, or use any of the Intellectual Property or concepts created by MK EDUCATION, without time limitation, regardless of whether this Agreement is still effective.

6.3. MK EDUCATION Exclusive Ownership of Intellectual Property Rights. MK EDUCATION is the sole and exclusive owner of the rights to the Intellectual Property, including copyright, trademark, trade secret, and patent rights. College, and its agents and employees, do not have any rights to the Intellectual Property, and will not, use or own the Intellectual Property, or any portion of it, other than to distribute them to Students registered for a Course.

6.4. Enhancements Belong to MK EDUCATION. Any enhancements made to the Intellectual Property by any of the Instructors or by College or College's staff or representatives during, or in connection with, the Courses, hereby become part of MK EDUCATION's Intellectual Property and are hereby owned by MK EDUCATION, without any compensation or payment to College from MK EDUCATION. College will cooperate with MK EDUCATION in executing any assignments, oaths, declarations and other documents prepared by MK EDUCATION to protect its Intellectual Property.

6.5 Confidential Information. The Parties acknowledge that they will be exposed to each other's unique business information while performing this Agreement, including: Proprietary documents and Course Materials, Student Lists and other customer lists, ideas, concepts, techniques, memos, charts, processes, know-how, technology, processes, know-how, pricing and cost information; needs for services and products; and any non-public, confidential, proprietary or business information ("Confidential Information.")

7. Equitable Relief. Without waiving the right to litigation, the parties hereby declare and agree that it is impossible to measure in money the damages that will accrue to the Parties from a breach of certain provisions of this Agreement. If a dispute arises concerning the breach of any of the intellectual property provisions of this Agreement, including the non-compete, nondisclosure or non-solicitation provisions, or the prohibition on appropriating Intellectual Property, then an injunction may be issued restraining the activity, until the determination has been made on the controversy. Equitable remedies will be cumulative and not exclusive and will be available in addition to, and not in lieu of, any other remedy that the non-breaching Parties may have.

7.1 Mediation before Litigation. Other than a controversy that may reasonably require equitable relief, a controversy, or claim arising out of, or in connection with, this Agreement, or the breach of it, will be first submitted before an impartial mediator, before any lawsuit is filed.

8. **Notices.** Any notice, request, consent or communication permitted or required to be given in writing under this Agreement, will be signed by an officer or other party authorized to execute or terminate agreements, and may be sent by:

- Overnight courier,
- Messenger Delivery or In Person Delivery, or
- Fax with confirmed receipt acknowledged.

IN WITNESS WHEREOF, with the intent to be legally bound hereby, the parties have caused their authorized representatives to make and sign this Agreement.

MK EDUCATION:

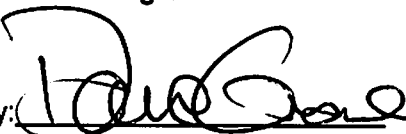
By: 

Name: Mayur Shah

Title: President

Date: _____

Morton College:

By: 

Name: Dana Grove, Ph.D.

Title: President

Date: 8/29/13

A RESOLUTION ACCEPTING AND APPROVING THE APPARENT RESPONSIBLE AND RESPONSIVE BIDDER FOR THE MORTON COLLEGE TOILET ROOM RENOVATIONS – PHASE I.

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

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

WHEREAS, Morton seeks to upgrade and renovate the toilet rooms on the first floor of Building D and the staff toilet rooms on the first floor of Building C, (“Toilet Room Renovations - Phase I”); and

WHEREAS, in accordance with the Act, Morton advertised for, publicly opened, and evaluated bids for the Toilet Room Renovations - Phase I and determined that Builders Land, Inc. (“Builders Land”) was the apparent responsible and responsive bidder; and

WHEREAS, it is in the best interests of Morton to accept and approve the bid of the apparent responsible and responsive bidder for the Toilet Room Renovations - Phase I, as described herein;

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

Section 1. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. The purpose of this Resolution is to accept and approve the bid of the apparent responsible and responsive bidder for the Toilet Room Renovations - Phase I.

Section 3. The Board hereby accepts and approves the bid of the apparent responsible and responsive bidder, Builders Land, for the Toilet Room Renovations - Phase I.

Section 4. The Board hereby authorizes and directs the President or his designee, in consultation with the Attorney, to negotiate an agreement with Builders Land on the same terms and conditions as detailed in its request for proposal.

Section 5. The agreement between Morton and Builders Land shall be presented for ratification and approval by the Board at the next regular Board of Trustees meeting.

Section 6. This Resolution does not create, nor does it operate, as an agreement between Morton and Builders Land. In addition, this Resolution does not create any obligation upon Morton. The award of the Toilet Room Renovations - Phase I project to Builders Land is subject to a written agreement approved by the Board.

Section 7. The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 8. The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

Section 9. All Board provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 10. This Resolution shall be effective and in full force immediately upon passage and approval.

[INTENTIONALLY BLANK]

Passed by a vote of ____ ayes and ____ nays at a Regular/Special Meeting of the Board of Trustees held this _____ day of _____, 2019.

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

Attest:

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

General Contractor	Addenda Included		Bid Documents Included								Bid Amounts	
	I	2	300	410	440	485	487	488	489	495	Base Bid	Alt. I
Alden Bennett Construction	x	x	x	x	x	x	x	x	x	x	\$424,000.00	\$0.00
Boller Construction	x	x	x	x	x	x	x	x	x	x	\$418,400.00	\$1,000.00
Builders Land Inc.	x	x	x	x	x	x	x	x	x	x	\$358,000.00	\$0.00
C & W Building Services												
CMM Group												
D Kersey Construction	x	x	x	x	x	x	x	x	x	x	\$444,390.00	\$0.00
F.B.G. Corporation	x	x	x	x	x	x	x	x	x	x	\$392,598.00	\$0.00
Frontier Construction												
GMA Construction Group	x	x	x	x	x	x	x	x		x	\$361,906.00	\$0.00
Happ Builders	x	x	x	x	x	x	x	x	x	x	\$378,000.00	\$0.00
Metropolitan Corp.												
Orbis Construction	x	x	x	x	x	x	x	x	x	x	\$479,900.00	\$0.00
Paul Borg Construction	x	x	x	x	x	x	x	x	x	x	\$445,000.00	\$0.00
Powers & Sons Construction	x	x	x	x	x	x	x	x	x	x	\$496,000.00	\$0.00
TORI Construction												
Troop Contracting	x	x	x	x	x	x	x	x	x	x	\$453,700.00	\$0.00
Kandu Construction	x	x	x	x	x	x					\$417,000.00	\$0.00

Alternate I: Deduct to eliminate the Liquidated Damages Clause.

Section 00 03 00 - Bid Form

Section 00 04 10 - Bid Bond

Section 00 04 40 - Substitution Sheet

Section 00 04 85 - Certificate of Compliance with Illinois Drug-Free Workplace

Section 00 04 87 - Certificate of Compliance with Illinois Human Rights Act

Section 00 04 88 - Certificate Regarding Criminal Background Investigations

Section 00 04 89 - Authorization for Criminal Background Investigation

Section 00 04 95 - Bidder Eligibility Certification & Non-Collusion Affidavit



DEMONICA KEMPER ARCHITECTS

125 North Halsted Street, Suite 301 Chicago, Illinois 60661 T 312.496.0000 | F 312.496.0001
www.dka-design.com

July 24, 2019

Mr. Frank Marzullo, Vice President of Administrative Services
Morton College
3801 S. Central Avenue
Cicero, IL 60804

Re: Morton College
Toilet Room Renovations – Phase I
Letter of Recommendation to Award a Construction Contract

Dear Mr. Marzullo:

Bids were received on the above referenced project at 2:00 pm on July 11, 2019. The general scope of the project includes the renovation and upgrades to the Toilet Rooms on the First Floor of Building D and to the Staff Toilet Rooms on the First Floor of Building C. Seventeen (17) general contractors were Bidders of Record and twelve (12) bids were received.

Upon review of the bid submittals and project scope with the low bidder, Builders Land, Inc., it is clear that they met the bidding requirements for the project and included all of the required work per the bidding documents within their bid. Demonica Kemper Architects has found no evidence which would disqualify them from being awarded the contract for this work. DKA, therefore, recommends that the Board of Trustees of Morton College consider awarding the contract for construction to:

Builders Land, Inc.
2035 S. Arlington Heights Road, Suite 114
Arlington Heights, Illinois 60005

The contract amount shall include the Base Bid only for a total contract amount of **\$358,000.00**, and all Work shall be substantially complete as indicated in the bidding documents.

If you have any questions regarding the bidding of this project, please do not hesitate to call. Demonica Kemper Architects looks forward to working with the college toward the successful completion of this project.

Sincerely,

Dominick Demonica, AIA, LEED AP
Principal

**MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION**

PROPOSED ACTION: THAT THE BOARD APPROVE THE AWARDING OF THE CONTRACT FOR THE 2019 CAMPUS PAVEMENT SEAL COATING PROJECT TO DE MARR SEALCOATING, INC. FOR THEIR LOW BID PRICE OF \$29,465.74.

RATIONALE: MAINTENANCE OF THE MORTON COLLEGE CAMPUS PARKING LOT PROJECT.

<u>COST ANALYSIS:</u>	<u>VENDOR</u>	<u>AMOUNT</u>
	DE MARR SEALCOATING, INC.	\$29,465.74
	M & J ASPHALT PAVING COMPANY, INC.	\$42,660.00

ATTACHMENTS: BIDS



240 E Helen Rd
 Palatine, IL 60067
 Phone 847-991-4060
 Fax 847-991-4131
 sales@demarrsealcoating.com

PROPOSAL

Date 5/23/2019
 Proposal # 1938

SUBMITTAL TO

Morton College
 3801 S Central Ave
 Cicero, IL 60804

Contact Joe
 Email: joseph.florio@morton.edu
 Phone: 708-656-8000

Job Morton College - Cicero

Address 3801 S. Central Ave

Description	Qty	Rate	Amount
Hot Rubber Crackfill (LF)	9,365	0.60	5,619.00
Seal Area - 2 Coats (SF)	245,491	0.085	20,866.74
Striping - 1 Coat		2,980.00	2,980.00
Stalls (EA)	768	0.00	
4" Line (LF)	3,382	0.00	
Total			\$29,465.74

All Material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over the above estimate, this includes the cost of permits if required. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. A Certificate of Insurance will be provided upon request. Payment to be made within 30 days after receiving invoice. A 1.5% late fee charge will be applied and added every 30 days until paid. Proposal may be withdrawn by us if not accepted within 30 days.

By Signing below, you confirm you have read through and accept all terms and conditions stated.

Signature & Date _____

Pavement Maintenance Proposal

Morton College

Joe Florio

Project:

Commercial Lot #2019-0908

3801 S Central Ave
Cicero, IL 60804



Keith O'Malley
Senior Business Consultant

M&J Asphalt Paving Company Inc.

Company Info



M&J Asphalt Paving Company Inc.
3124 S. 60th Court
Cicero, IL, 60804

P: 708-222-1200

F: 708-222-1213

<http://www.mjpaving.com>

Contact Person

Keith O'Malley
Senior Business Consultant
keith@mjasphaltpaving.com
Cell: 708-427-5113
Office 708-222-1200

About Us

Chicagoland's #1 Pavement Problem Solvers

M&J Asphalt Paving Company Inc. is a self-performing asphalt paving, concrete and ground maintenance specialist with more than 30 years of experience.

M&J proudly delivers services to a variety of governmental, residential and commercial clients, including Fortune 500 companies, property managers, fast food chains, manufacturing firms, general contractors, and Chicago-area municipalities and small businesses. We specialize in the medium and large jobs that have to be done right the first time—the shopping centers, athletic facilities, hospitals, restaurants and office parks that demand reliability from their vendors.

Whether it's asphalt paving, concrete installation, sewer repairs or snow removal, M&J prides itself on utilizing the latest technological and ecological advances to better serve customers.

We remain a family-owned company with a simple philosophy: *"We are in business to make you look good."* We strive to be the easiest part of any property manager or owner's day, and our work speaks for itself. It's a promise M&J Asphalt Paving Company Inc. delivers on again and again.

Need more information? [Check out M&J's video profile on YouTube.](#)

Sealcoat Specification - Spray

1. The area under consideration comprises approx. 248,517 square feet.
2. Our firm will complete this project in 1 Saturday mobilization.
3. We will barricade all areas where we will be working.
4. It is the owner's responsibility to have all material, cars, equipment, etc., removed from the area where the work will take place. (Please consult our Owner's Checklist for additional directions.)
5. All surface areas will be cleaned of all loose material, weeds, grass and dirt so that the material will adhere to the existing surface.
6. **Oil Spots** will be scraped, cleaned, and then we will install a latex-based emulsion to help prevent oil and gas from bleeding up through the freshly applied sealant.
7. **Sealant Material:** Our firm will install **1 coat(s) of rubberized coal tar emulsion that complies with Federal Specification RP-355E**. The sealer also will contain a sealcoat fortifier that consists of 3% latex and provides ultimate sand suspension.
8. We will install your sealant by **Spray** application.
9. **Sand:** We will be using three (3) pounds per gallon of **Black Beauty silica sand** as per the manufacturer's specification for better tire traction and to help prevent wear-and-tear.

Total Price for this item: \$25,546.00

Crack Sealing Hot Rubberized-Non Routed

1. The area under consideration for hot pour crack sealing comprises approx. 9,900 lineal feet of cracks to be sealed.
2. Crack Sealing shall be limited to 1/4" to 1" in width only.
3. We will clean all dirt, loose gravel and weeds from cracks in preparation for applying a hot-rubberized non-tracking sealant.
4. There will be a slightly elevated band not to exceed 3" in width on the pavement of the sealed crack.
5. All work areas will be barricaded at the time of crack sealing.
6. Based on the situation, we may lightly sprinkle sand on top of the crack sealant to prevent tracking when areas must be re-opened before full curing.
7. Note: Does not include joints, failed pavement areas, alligatored cracks or spidered areas.
8. **NOTE:** All sealed cracks will be measured at the completion of work. A charge of \$0.805/lineal foot will be added to the invoice for footage exceeding the quoted lineal feet.
9. Mobilizations: Same day as seal coat.

Total Price for this item: \$7,969.00

Line Striping - Re-stripe

1. Our firm will re-stripe the parking lot area as per the existing layout.
2. We will power clean all existing lines using a broom or commercial blower.
3. We will provide a four-inch (4") wide line 12-15 ML thick in either white or yellow latex traffic paint with no less than 50% solids meeting Illinois D.O.T. Specification No. M-122.
4. We will re-paint 953 stalls, 18 handicap symbols with blue boxes, 8 stop bars, 3 directional arrows, 12 light pole bases and 4 handicap bollards to match the existing layout.
5. All work will be performed to minimize interruption to your facility.
6. If also sealcoating, we will re-stripe parking area after the sealcoating material has cured.
7. **NOTE:** Curb paint is not included in this proposal.

Total Price for this item: \$9,145.00

Image

Morton College

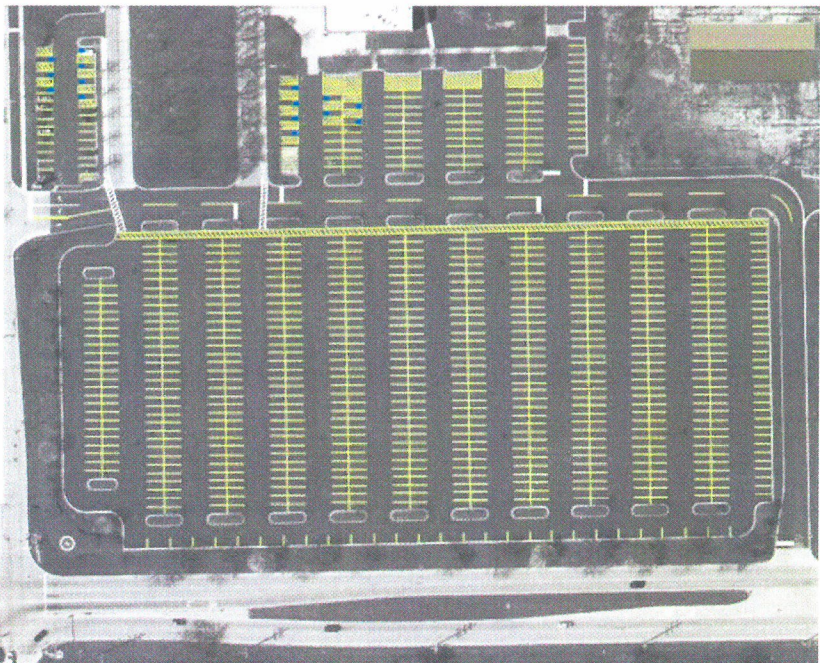
3801 S. Central Avenue
Cicero, IL 60804

248,517 square feet in south parking lot to be seal coated with one(1) coat spray application.

Non-routed crack fill of approx. 9,900 LF.

Restore pavement markings for the entire campus to match the existing layout:

- 916 Regular Stalls
- 29 Parallel Stalls
- 8 Motorcycle Stalls
- 18 Handicap Symbols with Blue Boxes
- 8 Stop Bars
- 3 Directional Arrows
- 12 Light Bases
- 4 Handicap Bollards (4' in height)



Notes:

Price Breakdown: Commercial Lot #2019-0908



Please find the following breakdown of all services we have provided in this proposal. This proposal originated on May 29, 2019. **Job Number:** 2019- 0908

Item	Description	Cost
1	Sealcoat Specification - Spray	\$25,546.00
2	Crack Sealing Hot Rubberized-Non Routed	\$7,969.00
3	Line Striping - Re-stripe	\$9,145.00
Total:		\$42,660.00

Authorization to Proceed & Contract

If this proposal meets with your approval and you desire to enter into a contract on the terms and conditions set forth herein, please so indicate by signing and returning to us the original copy of this quotation, which shall become a contract upon, but not before, acceptance by M&J Asphalt Paving Company Inc. (M&J).

The quantities, if any, listed above are estimates. Payment will be based on actual quantities completed at the unit price or lump sum quoted for such item or items. Owner/contractor hereby acknowledges that the petroleum market is extremely volatile. Therefore, any asphalt or other material price increase from M&J's suppliers between the date of the proposal and the commencement date of the work is subject to an escalation clause. Owner/contractor hereby agrees to pay to M&J the material cost increase, including taxes together with a ten percent markup on said increase. M&J hereby agrees to provide owner/contractor with documents verifying said increase upon request.

M&J shall not be responsible for any damage to any underground utilities, appurtenances or other hidden conditions unless the owner/contractor has given to M&J advance written notice of their existence and location.

M&J hereby warrants and guarantees that the work furnished hereunder shall conform to the specifications and requirements as set forth in the proposal and further warrants and guarantees that the work is free from defects in material and workmanship. This guarantee and warranty shall remain in effect for a period of twelve months from the date of written acceptance of the work by the owner/contractor. M&J shall promptly, and at its sole cost and expense, either repair or replace any defective work upon receipt by a written notice of a defect within said twelve month period.

Any alteration or deviation from the above drawings or specifications involving extra cost of materials or labor will incur an extra charge over the amount mentioned in this proposal/contract. All agreements must be in writing. All agreements are contingent upon strikes, accident or delays beyond our control.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Payment Terms

We agree to pay the total sum or balance in full 30 days after the completion of work.

M&J Asphalt Paving Company Inc. shall receive final payment upon completion of the work within thirty (30) days of submission of its final invoice. Any and all payments not made in accordance hereof shall be subject to a 1.5% per month service charge. Customer agrees to pay all reasonable costs, expenses and attorney fees incurred to collect sums past due.

Date: _____

Joe Florio | Mr.
Morton College
3801 S Central Ave
Cicero, IL, 60804
joseph.florio@morton.edu
C: 708-528-2502
O: 708-528-2502

Keith O'Malley | Senior Business Consultant
M&J Asphalt Paving Company Inc.
3124 S. 60th Court
Cicero, IL, 60804
E: keith@mjasphaltpaving.com
C: 708-427-5113
P: 708-222-1200
F: 708-222-1213
<http://www.mjpaving.com>

Contract Terms & Conditions

1. **Final Walk-Through:** Your M&J sales associate will arrange and conduct a final inspection of the work within 72 hours of project completion. Please be sure an authorized representative is available for this walk-through. Any findings discovered after a missed walk-through may be deemed null and void.

Project Notes:

- 1) No permit, testing or bonds fees.
- 2) A certificate of insurance furnished upon request.
- 3) Given the volatility of the petroleum market, any material increase in 2018 will be added to the total price with supplier documentation to verify.
- 4) Unless otherwise noted, above prices are based on one (1) mobilization. There is a \$4,500.00 charge per additional asphalt mobilization. There is a \$500.00 charge per additional sealcoat/stripe mobilization.
- 5) Proposal based on standard 40-hour work week, Monday through Friday, unless otherwise noted.
- 6) Traffic control by others unless specified in bid.

** Cold Weather Specifications:

- 1) M&J Asphalt Paving Company follows IDOT specifications in the placement of any proposed asphalt. For placement of the Prime Coat, IDOT specifies: "The base, or base and gutter shall be clean and dry. The bituminous priming material shall be prepared according to Article 403.05 and applied according to Article 403.10. When emulsified asphalt is used, the temperature in the shade shall be 60 °F (15 °C) or higher at time of application." For placement of the Hot Mix Asphalt, IDOT specifies: "HMA shall be placed on a clean, dry base and when weather conditions are suitable. The leveling binder and binder courses shall be placed only when the temperature in the shade is at least 40 °F (5 °C) and the forecast is for rising temperatures. The surface course shall be placed only when the air temperature in the shade is at least 45 °F (8 °C) and the forecast is for rising temperatures." Any placement of Prime Coat or Hot Mix Asphalt outside the parameters specified voids any warranty offered by M&J Asphalt Paving Company.
- 2) M&J Asphalt Paving Company excludes in this proposal snow removal, winter heat and protection for the placement of concrete; non-chloride accelerants required for winter pours are also excluded.
- 3) Concrete is a porous material, which means it absorbs water. When brine created by melting snow and ice seep into concrete, this "saltwater" increases the amount of freeze/thaw cycles the concrete goes through. Eventually, this weakens the concrete and can cause the concrete to fail. This can happen when the refreezing of the brine causes pores to enlarge and even pop, pit or spall. Concrete should properly cure before de-icers are used. Therefore, it is recommended that de-icers NOT be used during the first winter of new concrete. Use sand for traction in place of melting the ice. Use of de-icers will result in the voiding of any warranty.

Sealcoating Commercial | Owners Resp & Conditions

1. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. **Lawn Fertilization:** Should not be installed seven days before or after service.
3. **Weather:** If it's raining or unseasonably cold the day of scheduled service or weather projections point to inclement weather, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation and moisture is present in the asphalt, please contact your representative. We monitor the weather closely and can generally predict this very well.
4. **Sprinklers:** Should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 6:00 a.m. the day the work will be performed, unless otherwise agreed upon. Project costs are based on the property having all cars, people and objects removed from the area of work. It is the property owner/manager's responsibility to ensure the work area is free of all obstructions. Tow trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles or additional costs incurred for additional mobilizations.
6. **Pavement Sealer:** Will take a minimum of 30 days to fully cure and is sensitive to ***animal droppings, tree droppings, water stains from irrigation systems, ponding water and tire markings***

during this time. This is normal and no reason to be concerned, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.

7. **Driving on Surface:** Once you start driving on a sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident. In time these markings may blend in with surrounding surface.
8. **White Chalk Residue in Cracked Areas:** When sealcoating parking lots with significant underwater issues, a white residue that looks like salt may appear in the areas of cracks throughout the parking lot. This is a condition in which the base material of limestone or other surface is drawn to the top of the surface.
9. **Overspray on Grass:** Where grass meets your pavement, you may expect a small "drift spray" of pavement sealer. This is normal and generally will disappear after the next mowing.
10. **Weeds:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment and removal.

Paving Commercial | Owner Responsibility & Conditions

1. **Underground Utilities:** M&J is not responsible for damage to any underground utilities or other hidden conditions if the owner/contractor fails to provide M&J advance notice of their existence and exact location. Owner/contractor agrees to indemnify and hold M&J harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.
2. **Minimum Grades:** M&J reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for proper surface drainage. If owner/contractor directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. M&J is not responsible for the redesign of plan grades in order to establish a minimum of 1% drainage.
3. **Unstable Sub-Grade:** No materials will be placed on a wet, unstable or frozen sub-grade. A suitable sub-grade shall be furnished to M&J as a condition precedent to any performance of any work required under this agreement. All sub-grade must be graded by the owner/contractor to within +/- 0.10 feet.
4. **Reflective Cracking:** When resurfacing concrete, brick or asphalt pavements, M&J is not responsible for the reproduction of cracks or expansion joints which may occur.
5. **Existing Pavement & Surfaces:** If during the course of construction activities, M&J is required to travel across existing concrete, asphalt or crack-filled surfaces, M&J is not liable for damage done with trucks delivering or removing materials or equipment to or from the project location to the existing pavements.
6. **Special Handling Materials:** If Petromat, contaminated or hazardous materials, or hard-to-handle materials are found in the asphalt, there will be an additional charge for removal and disposal.
7. **Sewers:** M&J is not responsible for identifying MWRDGC sewer(s). Owner/contractor is responsible for making M&J aware of such sewer(s) located on the property, and owner/contractor will pay all costs incurred in construction or reconstruction of these types of sewer(s).
8. **Landscaping, Backfilling & Restoration:** Prices do not include doing any landscaping work, additional topsoil, seeding or blanketing along the perimeter of the paved area and any new grade changes that may occur.
9. **Undercutting:** Sub-grade preparations include proof-rolling by others to +/- 0.1 inch of grade. M&J is not responsible for soft or yielding soil sub-grade. Any undercutting will result in an additional charge.
10. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
11. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
12. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work.
Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.

13. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.

Pavement Repair | Owner Responsibility & Conditions

1. **Landscaping, Backfilling & Restoration:** Prices do not include doing any landscaping work, additional topsoil, seeding or blanketing along the perimeter of the paved area and any new grade changes that may occur.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
3. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
4. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
5. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries, in time they will blend in with surrounding surface.***
6. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.

Please click any of the links below to view and print all documents.

Company Attachments

[MJ Certificate of Insurance](#)

**MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION**

PROPOSED ACTION: THAT THE BOARD APPROVE THE SUBMISSION OF THE CAPITAL PROJECT APPLICATION FORM THE ILLINOIS COMMUNITY COLLEGE BOARD REQUESTING CAPITAL RENEWAL FUNDS IN THE AMOUNT OF \$751,500 FOR THE BUILDING E ADA UPGRADES.

RATIONALE

[Required by Board Policy 5.3.1 and Chapter 805, Section 3-27.1 of the *Illinois Compiled Statutes*]

COST ANALYSIS:

Requesting \$751,500 from the ICCB in Capital Renewal Funds for this project; Morton College cannot receive funding for this project without submitting an application to the ICCB for approval.

State Portion of Project Cost - \$751,500

Morton College Portion of Project Cost - \$752,325

ATTACHMENTS:

-Needs Assessment Letter
-Cost Estimate



MORTON COLLEGE

Morton College District 527

Proposed Building E Deferred Maintenance Work

Various spaces on the first floor of Building E at Morton College are in need of replacement / upgrades in order to continue effectively serve the students and other occupants within the building.

Public Toilet Room Renovations

The Public Men's and Women's Toilet Rooms located at the southeast corner of the existing plan do not currently meet ADA requirements and the finishes in desperate need of replacement. The plumbing fixtures and associated piping are original to the building and have become an ongoing maintenance issue for the College. Additionally, the Laundry Room that serves Athletics is located at the entrance to the Toilet Rooms and does not function properly to serve the College's laundry equipment. Lastly, there is a technology / electric room at the east end of the toilet rooms that is currently accessed through the Men's Toilet Room and is separated from the Toilet Room with a chain link fence. As a result of the above, the Toilet Rooms are in need of upgrades to match the College's standards.

Locker Room Renovations

The existing Athletic Locker Rooms are not currently functional and are not able to be utilized effectively by the College. Similar to the Public Toilet Rooms, the associated toilet facilities do not meet ADA requirements and the finishes require replacement, and the plumbing fixtures and associated piping have become an ongoing maintenance issue for the College.

Elevator Replacement

The existing elevator that serves Building E has ongoing maintenance issues and does not currently meet ADA requirements. Additionally, the College's Fitness Center is located on the second floor of Building E, and in the event of an emergency situation, the current elevator cab does not accommodate a standard-size stretcher / gurney.

Frank Marzullo
VP of Administrative Services

Morton College

Building E Deferred Maintenance
Cicero, Illinois

Prepared by:
Demonica Kemper Architects

Conceptual Cost Estimate

July 21, 2019

	Description	Quantity	Unit	Unit Price	Subtotal	Total
	Public Toilet Room Renovations	1	ls	\$ 280,000.00	\$280,000.00	
	Locker Room Renovations	1	ls	\$ 460,000.00	\$460,000.00	
	Elevator Replacement	1	ls	\$ 475,000.00	\$475,000.00	
Subtotal						\$1,215,000
	Contingency		10%			\$121,500
	CDB Construction Administration Fee (CAF)		3%			\$34,900
Total Construction Cost Estimate						\$1,371,400
	A/E Basic Services Fee					\$115,425
	CDB Construction Administration Fee (CAF)		3%			\$3,500.00
	Additional On-Site Observation					\$5,000
	Reimbursable Expenses					
	Construction Phase Testing - Material Testing					\$7,500
	Printing (Basic Services = 6 to 15 sets)					\$1,000
Total Project Cost Estimate						\$1,503,825

From: [Marisol Velazquez](#)
To: [Maria Anderson](#)
Cc: [Gabriela Mata](#)
Subject: FW: Travel Request - ALPFA Convention - Aug. 2-6
Date: Tuesday, July 16, 2019 12:03:42 PM
Attachments: [ALPFA Convention Travel expense_.docx](#)
[ALPFA Proposal Letter to MC 2019.docx](#)

Hi Maria,

I would like to include ALPFA travel proposal for Board of Trustees Approval. Please see details below. Thank you,

Marisol Velazquez
Dean of Student Services

Morton College
3801 S. Central Avenue, Cicero IL
Room 212, Building B
Office # 708-656-8000 x.2439
Fax # 708-656-9560

Summer Hours:
Monday – Thursday 7:45 am to 4:30 pm
Friday CLOSED

From: Gabriela Mata <gabriela.mata@morton.edu>
Sent: Tuesday, July 16, 2019 10:54 AM
To: Marisol Velazquez <marisol.velazquez@morton.edu>
Subject: Travel Request - ALPFA Convention - Aug. 2-6

Marisol,

The Association of Latino Professionals For America (ALPFA) plan to send 2 students and 1 advisor to their **National ALPFA Convention** in Nashville, Tennessee from August 2 – August 6, could we please have this information added to the Board Agenda for approval?

ESTIMATED COST:
Registration Tickets - \$750 (\$250 x 3)
Transportation - \$856
Accommodations - \$1,006

Total: \$2,612

Let me know if you need anything else.

Thank you,

Gabriela Mata

Director of Student Activities

[Pronouns: she/her/hers](#)

Morton College

Student Activities Office

3801 S. Central Avenue, Cicero IL

Office # 708-656-8000 x2419

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

TRAVEL EXPENSES

Name	Maria Rivera	Position	President
Email	m.rivera18955@my.morton.edu	Sponsored by	Morton College
Organization	ALPFA Morton College	Purpose	2019 ALPFA Convention

TRIP DATES

Dates	How spent
08/02	Departure from Midway Airport
08/03	Student Workshops
08/04	Student Workshops
08/05	Student Workshops
08/06	Career Fair & Expo/ Departure from Nashville, TN

EXPENSES

Category	Dates	Details	Amount
Transportation	08/02 - 08/06	Airfare for John Festa	\$252.00
		Airfare for Maria Rivera	\$252.00
		Airfare for Nina Diane Irizarry	\$252.00
Uber	08/03-08/06	To and from the convention from our lodging.	\$100.00
Lodging	08/02 – 08/06	Alexis Inn and Suites Nashville, Room 1 600 Ermac Dr, Nashville, TN 37214 Chaperon room, Standard Room, 1 King Bed	\$485.00
		Alexis Inn and Suites Nashville, Room 2 600 Ermac Dr, Nashville, TN 37214 Students room, Deluxe Room, 2 Queen Beds	\$521.00
Conference fees	08/03 – 08/06	\$250 for each ticket	750.00
Subtotal			\$2,612.00

Signature

Date

Dear Gabriela,

As a newly recognized chapter at Morton College we would like to request financial assistance to attend the 2019 Annual ALPFA Convention. Association of Latino Professionals For America (ALPFA) is a nationwide organization that is determined to connect LatinX leaders for impact. ALPFA Annual Convention will take place this year in Nashville, Tennessee, from August 3rd to August 6th. The convention will consist of networking opportunities, multiple development workshops, and attendees will have the chance to meet with recruiters, from some of the most recognized corporations in the country. By attending this event it will help us gain and develop leadership skills that we can not learn in a classroom. It will also benefit us by engaging with active ALPFA members to help us learn more about this organization. The convention will provide us with an opportunity to connect with colleagues from a variety of industries, schools and organizations to diversify our network and connections. At the career fair, we will have the ability to meet with recruiters for future internships and job opportunities. We have created a budget sheet to show expenses for this trip that we need financial support with. We have included airfare, uber, lodging and the price of the convention ticket. If we were to get the opportunity to attend, we will reap these benefits and share them with the student body at Morton College. ALPFA at Morton College will also be hosting their own workshops this upcoming school year, to help students develop professionally for any future profession they decide to take on. If Morton were to support us financially for this trip it will give us students an opportunity that might not be possible due to financial restraints.

Thank you for taking the time to review our proposal letter, we hope to hear from you soon.

Sincerely

Maria Rivera



Date: July 1, 2019
INVOICE # 577152

To:
Dr. Stanley Fields
President
Morton College
3801 S Central Ave
Cicero, IL 60804-4300

Customer ID	Customer PO	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
1189723						7/1/2019

Description	Unit Price	10% discount before 7/31/2019	Line Total
7/1/2019 to 6/30/2020, Tier 2 Membership Level Alliance Member 1501-3000 FTE	\$3450.00	\$3105.00	\$3105.00
Tier 1			
Alliance Membership	\$950.00	\$855.00	
Tier 2			
Alliance Membership including iStream digital resources annual subscription	\$3450.00	\$3105.00	
*Membership dues calculated using most recent IPEDS Fall FTE headcount. Please refer to chart included to reference membership levels. If FTE listed is not accurate, please adjust accordingly.			
**If interested in Tier 2 membership, strike Tier 1 from total, carry over, and insert new amount including discount if before 7/31/2019.			
		Subtotal	\$3105.00
		Payment Amt.	
		Total	\$3105.00

Thank you for your support!

Please remit payment in U.S. Dollars to:

League for Innovation
2040 S. Alma School Rd.
Suite 1-500
Chandler, AZ 85286

Please contact Sherry Sklar at sklar@league.org or (480) 705-8200 ext. 228, if you have additional questions.

Fed ID #95-2577300

***Please note that our new mailing address is listed above.**

Illinois Association of School Administrators

2648 Beechler Court • Springfield, IL 62703-7305 • 217-753-2213 • Fax 217-753-2240



5810
Dr. Stanley Fields, Pres.
Morton College
3801 S. Central Ave.
Cicero, IL 60804

Telephone: 708/656-8000
Fax: 708/6560719
Email: stan.fields@morton.edu
IASA Region: Cook West
County: Cook

If you have already paid
your FY 2020 dues,
please disregard
this notice.

DIRECTORY DEADLINE: AUGUST 1, 2019

If we do not receive your notification by August 1, 2019, we will
not be able to include your listing in the Membership Directory.

Changes to the above info? Please correct on back of this invoice.

IASA Active Membership Dues must be paid by November 9, 2019
in order to maintain continuous benefits.

IASA Membership Dues can also be paid online at www.iasaedu.org.

2019-2020 Membership Dues and Contributions**IASA Active Membership Dues for 2019-2020**

TRS Creditable Salary x 0.7% (0.007)

TRS Creditable Salary is Base Salary x 1.098901 (TRS factor)

(i.e. Base Salary of \$90,000 x 1.098901 x 0.007 = \$692.31 for 2019-2020 IASA Active Dues) \$ 1,856.36

IASA Interim Superintendent Service Corps

If serving as an Interim Superintendent, the cost is \$300.00. \$ —

Should you wish to join IASA as a Retired Member, there is an additional fee of \$50.00 for IASA Retired Membership Dues

AASA Active Membership Dues for 2019-2020 \$460 (optional) \$ 460.00

Credit card transaction fee

If paying via credit card, please add a non-refundable 3% transaction fee here: \$ —

School Administrators Foundation for Education (SAFE)—\$25 or more (include a separate personal check)

The SAFE Board of Trustees has recommended a \$25.00 contribution per IASA member.

This is a voluntary contribution and is deductible as a charitable contribution.

Total Amount Due \$ 2,316.36

Payment Method

_____ Check/purchase order enclosed, payable to IASA

Please charge my ☐ Visa ☐ MasterCard (include a non-refundable 3% transaction fee)

Card# _____ Expires _____ 3-digit Security Code _____

Print Cardholder Name _____

Cardholder Signature _____

Billing Address of Cardholder, if different from above (no PO Box numbers please):

Street _____ City _____ Zip Code _____

Additional Information**DISTRICT INFORMATION**

District Type:

☐ Elementary

☐ High School

☐ Unit

☐ Other (please specify) _____

Student Enrollment: _____

HOME ADDRESS AND TELEPHONE NUMBER

Home Address: _____

City/State/Zip: _____

Home Phone: _____

Cell Phone: _____

Home E-mail: _____

DEMOGRAPHIC INFORMATION

Gender:

☐ Male

☐ Female

Ethnicity:

☐ White

☐ Black

☐ Hispanic

☐ Asian/Pacific Islander

☐ Native American

☐ Multi-racial

☐ Other (please specify) _____

*Please Note: Demographic and District Information are used
for the At-Large Election on the IASA Board of Directors.

Return this original invoice along with payment to: IASA, 2648 Beechler Court, Springfield, IL 62703-7305



1133 20TH ST. N.W., SUITE 300
WASHINGTON, D.C. 20036
TEL: 202-296-8400 FAX: 202-223-7053

Customer ID: 00500958
Order Date: 7/1/2019
Order No.: 119570

BILL TO:

Stanley Fields (President)
Morton College
3801 S Central Ave
Cicero, IL 60804-4300

SHIP TO:

Stanley Fields (President)
Morton College
3801 S Central Ave
Cicero, IL 60804-4300

Payment Type:

Payment Details:

Reference #:

FTE:

Assets Managed: \$0.00

AGB FED. ID 84-0502574

Product Type	Description	Quantity	Price	Discount	Amount
Membership	Other (10/01/2019 - 09/30/2020)	1	\$3,000.00	\$0.00	\$3,000.00

Please make checks payable to:
Association of Governing Boards of Universities and Colleges.

Payment is due within 30 days.

If you have any questions concerning the invoice,
email concierge@agb.org or call (202) 296-8400.

Sub Total: \$3,000.00

Discount:

Tax:

Shipping:

Total: \$3,000.00

Payment: \$0.00

Balance Due: \$3,000.00

Customer ID: 00500958

Order Date: 7/1/2019

Order No.: 119570

Detach and return with payment

REMITTANCE

Please Remit Payment To:

AGB Membership
P.O. Box 418687
Boston, MA 02241-8687

Select Payment Method

☐ Check Enclosed

Card Provider: _____ Exp Date: _____

Card # _____ CVV: _____

Card Holder's Name _____

Card Holder's
Signature _____



HIGHER LEARNING COMMISSION

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

INVOICE

Invoice Date: 7/1/2019

Invoice Number: D10118

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

Your Account Number: 1127

Customer PO:

Quantity	Description	Price	Total
1	FY'19-20 Base DUES	\$4,550.00	\$4,550.00
2,253	FY'19-20 FTE DUES	\$0.60	\$1,351.80
0	FY'19-20 Additional Locations or Campuses DUES	\$95.00	\$0.00
TOTAL INVOICE:			\$5,901.80

PAYMENTS: \$0.00

TOTAL DUE: \$5,901.80

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

July



ILLINOIS COMMUNITY COLLEGE TRUSTEES ASSOCIATION

DUES RENEWAL NOTICE

1st Installment

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

Invoice #	Date	Terms
7479	6/24/2019	Due on receipt

Description	Amount
FY20 Illinois Community College Trustees Association Dues (ICCTA) - 1st Half	5,570.00
<p><i>Thank you for your continuing support!</i></p>	
<p><i>Please make check payable to ICCTA and mail to address printed below. If you would like to set up Electronic Deposit, please contact Stephanie at sspann@communitycolleges.org.</i></p>	
Total	\$5,570.00

401 E. Capitol Avenue, Suite 200 * Springfield, Illinois 62701-1711 * 217-528-2858
217-528-8662 (fax) * ICCTA@communitycolleges.org (e-mail)
<http://www.communitycolleges.org> (web site)

From: [Keith McLaughlin](#)
To: [Stan Fields](#)
Cc: [Maria Anderson](#); [Ana L Valdez](#)
Subject: Fwd: 2019 Summer Differential Pay Report FT and Adjunct
Date: Thursday, July 25, 2019 3:17:28 PM
Attachments: [2019Summer Diff Pay Cal & Stipend Report.xlsx](#)
[ATT00001.htm](#)

I approve this report for action at the next BOT meeting.

Begin forwarded message:

From: Ana L Valdez <ana.valdez@morton.edu>
Date: July 25, 2019 at 4:10:42 PM EDT
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Subject: FW: 2019 Summer Differential Pay Report FT and Adjunct

Keith,

Did you approve this report or the 10%ENG Adjunct?

Thanks,

Ana L Valdez
Executive Assistant to the Provost
Morton College
Phone: 708-656-8000 ext 2241
ana.valdez@morton.edu

From: Ana L Valdez
Sent: Thursday, July 11, 2019 8:56 AM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Cc: Maria Anderson <maria.anderson@morton.edu>
Subject: 2019 Summer Differential Pay Report FT and Adjunct

Keith,

Here are differential pay reports that need Board approval at July Regular Board Meeting.

PROPOSED ACTION: THAT THE BOARD APPROVE THE DIFFERENTIAL PAY STIPEND REPORT FOR SUMMER SEMESTER 2019 IN THE AMOUNT OF \$13,122.75 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

RATIONALE: [Required by Board Policy 2.3, Board Union Agreements,
and Chapter 110, Act 805, Section 3-26 of the *Illinois Compiled Statutes*]
Includes full time and adjunct faculty.

COST ANALYSIS: \$10,079.65 – Full-Time Faculty
 \$3,043.10 – Adjunct Faculty
 \$13,122.75 Total

ATTACHMENT: Faculty Differential Pay Report – Summer 19

Ana L Valdez
Executive Assistant to the Provost
Morton College
Phone: 708-656-8000 ext 2241
ana.valdez@morton.edu

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

2019 Summer Faculty Differential Pay

Faculty	Section ID#	Section Title	MAX	Enrollment	Students Over	Differential Pay	Credit Hours	Start Date	End Date
Bluemer, Judy	BIO-160-NR	Plants & Society	0	5	5	\$1,807.50	3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-202-NR	Environmental Biology	0	5	5	\$1,807.50	3	6/10/2019	8/1/2019
Fabiyi, Edith	OMT-210-MI	Word Processing Fundamentals	0	5	5	\$602.50	1	6/3/2019	6/6/2019
Lind, Carmen	ENG-086-1E	Reading & Writing III	24	27	3	\$337.50	3	6/10/2019	7/31/2019
Styer, Audrey	CPS-111-NR2	Business Computer Systems	0	3	3	\$1,125.00	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-121-NR	Data Base Management	0	1	1	\$397.65	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-220-NR	Systems Analysis	0	4	4	\$1,446.00	3	6/10/2019	8/1/2019
Warren, John	MUS-100-NR	Music Appreciation	25	34	9	\$943.65	3	6/11/2019	8/1/2019
Warren, John	MUS-108-NR	World Music Survey	25	29	4	\$419.40	3	6/10/2019	8/1/2019
Wood, Robert	IND-199-01	Psychology Independent Study	0	2	2	\$397.65	1	5/28/2019	7/8/2019
Wood, Robert	IND-199-06	PSY 215 - Life Span: A Survey	0	1	1	\$397.65	1	6/17/2019	7/31/2019
Wood, Robert	IND-199-07	PSY 101 - Intro to Psychology	0	1	1	\$397.65	1	6/17/2019	8/1/2019
Total						\$10,079.65			

Differential Pay

Course by Arrangement

2019 Summer Adjunct Differential Pay Stipend Report

Adjunct Faculty	Section ID#	Section Title	Enrollment	Students Over	Differential Pay	Section Credits	Start Date	End Date
Dutt, Eric	ENG-102-42	Rhetoric II	25	1	\$88.14	3	6/11/2019	8/1/2019
Foltz, Chris	FIR-240-11	Building Construction-Fir Prot	5	5	\$1,397.78	3	6/11/2019	7/30/2019
Sassessti, James	IND-199-02	LAW 205 - Criminal Law 2	1	1	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-03	LAW 208 - Police Organization	1	1	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-05	LAW 102 - Intro to Criminology	1	1	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-04	LAW 201 - Police Operations	2	2	\$587.62	3	6/10/2019	7/31/2019
Total					\$3,043.10			
Differential Pay								
Course by Arrangement								

2019 Summer Faculty Calculations for Differential Pay

Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Faculty Assignment Load	Factor	Faculty Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Abrahamson, Maura	GEG-101-NR	Physical Geography	LEC	32	4	-28	5	0.03	-4.2			5	6/10/2019	8/1/2019
Abrahamson, Maura	GEG-105-NR	World Regional Geography	LEC	32	10	-22	3	0.03	-1.98			3	6/10/2019	8/1/2019
Abrahamson, Maura	PHI-125-NR	Wrld Religions in Global Conte	LEC	32	17	-15	3	0.03	-1.35			3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-160-NR	Plants & Society	CBA	0	5	5			1.50	1205	\$1,807.50	3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-202-NR	Environmental Biology	CBA	0	5	5			1.50	1205	\$1,807.50	3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-150-NR	Heredity & Society	LEC	20	10	-10	3	0.03	-0.9			3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-100-NR	Introducing Biology	LEC	20	19	-1	3	0.03	-0.09			3	6/10/2019	8/1/2019
Casey, Craig	EGR-121-1K	Dynamics	LEC	22	14	-8	3	0.03	-0.72			3	6/10/2019	8/1/2019
Casey, Craig	PHS-103-1E	Physical Science I	LAB	24	13	-11	2	0.03	-0.66			4	6/10/2019	7/31/2019
Casey, Craig	PHS-103-1E	Physical Science I	LEC	24	13	-11	3	0.03	-0.99			4	6/10/2019	7/31/2019
Casey, Craig	PHY-101-1E	General Physics I	LAB	28	21	-7	3	0.03	-0.63			5	6/11/2019	8/1/2019
Casey, Craig	PHY-101-1E	General Physics I	LEC	28	21	-7	2	0.03	-0.42			5	6/11/2019	8/1/2019
Casey, Craig	PHY-205-1L	Physics II	LAB	28	27	-1	3	0.03	-0.09			5	6/10/2019	8/1/2019
Casey, Craig	PHY-205-1L	Physics II	LEC	28	27	-1	4	0.03	-0.12			5	6/10/2019	8/1/2019
Casey, Robert	MAT-110-1E	College Trig	LEC	30	22	-8	3	0.03	-0.72			3	6/11/2019	8/1/2019
Casey, Robert	MAT-203-1H	Calculus III	LEC	30	15	-15	4	0.03	-1.8			4	6/11/2019	8/1/2019
Crockett, Janet	CHM-205-1B	Organic Chemistry I	LAB	24	6	-18	6	0.03	-3.24			5	6/10/2019	7/31/2019
Crockett, Janet	CHM-205-1B	Organic Chemistry I	LEC	24	6	-18	3	0.03	-1.62			5	6/10/2019	7/31/2019
Dominguez, Carlos	MAT-105-1L	College Algebra	LEC	30	12	-18	4	0.03	-2.16			4	6/10/2019	7/31/2019
Dominguez, Carlos	MAT-124-NR	Finite Mathematics	LEC	30	10	-20	4	0.03	-2.4			4	6/10/2019	8/1/2019
Dominguez, Carlos	MAT-141-NR	Statistics	LEC	30	20	-10	4	0.03	-1.2			4	6/10/2019	8/1/2019
Dominguez, Carlos	MAT-224-NR	Calculus for Business & Soc Sc	LEC	30	9	-21	4	0.03	-2.52			4	6/10/2019	8/1/2019
Drury, Benjamin	SOC-100-1G	Intro to Sociology	LEC	32	15	-17	3	0.03	-1.53			3	6/10/2019	7/31/2019
Drury, Benjamin	SOC-100-NR	Intro to Sociology	LEC	32	20	-12	3	0.03	-1.08			3	6/10/2019	8/1/2019
Drury, Benjamin	SOC-101-NR	The Family	LEC	32	19	-13	3	0.03	-1.17			3	6/10/2019	8/1/2019
Edgar, Jason	SPE-101-3E	Principles of Public Speaking	LEC	23	20	-3	3	0.03	-0.27			3	6/10/2019	7/31/2019
Edgar, Jason	SPE-101-42	Principles of Public Speaking	LEC	23	19	-4	3	0.03	-0.36			3	6/10/2019	7/31/2019
Fabiyi, Edith	OMT-131-HI	Introduction to Windows	LEC	23	8	-15	1	0.03	-0.45			1	5/28/2019	5/30/2019
Fabiyi, Edith	OMT-206-MI	Presentation Software Fundamen	LEC	23	8	-15	1	0.03	-0.45			1	6/10/2019	6/13/2019
Fabiyi, Edith	OMT-210-MI	Word Processing Fundamentals	CBA	0	5	5			0.50	1205	\$602.50	1	6/3/2019	6/6/2019
Gatya, Kenton	HIS-103-NR	Early Western Civilization	LEC	32	23	-9	3	0.03	-0.81			3	6/10/2019	8/1/2019
Gatya, Kenton	HIS-105-1F	American History to 1865	LEC	32	10	-22	3	0.03	-1.98			3	6/10/2019	7/31/2019
Gatya, Kenton	HIS-106-11	American History From 1865	LEC	32	11	-21	3	0.03	-1.89			3	6/10/2019	7/31/2019
Gatya, Kenton	PHI-201-NR	Philosophy	LEC	32	10	-22	3	0.03	-1.98			3	6/10/2019	8/1/2019
Gatya, Kenton	POL-201-NR	US Natl Government	LEC	32	12	-20	3	0.03	-1.8			3	6/10/2019	8/1/2019
Ginley, Steven	SPE-101-1B	Principles of Public Speaking	LEC	23	18	-5	3	0.03	-0.45			3	5/28/2019	6/27/2019
Ginley, Steven	SPE-101-2E	Principles of Public Speaking	LEC	23	15	-8	3	0.03	-0.72			3	5/28/2019	6/27/2019
Ginley, Steven	SPE-101-52	Principles of Public Speaking	LEC	23	20	-3	3	0.03	-0.27			3	6/11/2019	8/1/2019
Grice, James	BIO-212-1A	Microbiology	LAB	18	14	-4	3	0.03	-0.36			4	6/24/2019	7/31/2019
Grice, James	BIO-212-1A	Microbiology	LEC	18	14	-4	3	0.03	-0.36			4	6/24/2019	7/31/2019
Halmon, Jamie	PEC-171-G6	Physical Fitness	LAB	50	10	-40	2	0.03	-2.4			1	6/10/2019	8/1/2019
Halmon, Jamie	PEH-102-2D	First Aid	LEC	24	12	-12	2	0.03	-0.72			2	6/10/2019	7/31/2019
Helmus, Sara	CHM-106-1B	General Chemistry II	LAB	24	20	-4	3	0.03	-0.36			5	6/10/2019	7/31/2019
Helmus, Sara	CHM-106-1B	General Chemistry II	LEC	24	20	-4	4	0.03	-0.48			5	6/10/2019	7/31/2019
Kasprowicz, Michael	ANT-102-1E	Intro to Cul Anthro	LEC	32	10	-22	3	0.03	-1.98			3	6/11/2019	8/1/2019
Lind, Carmen	ENG-086-1E	Reading & Writing III	LEC	24	27	3	3	0.03	0.27	1250	\$337.50	3	6/10/2019	7/31/2019
Lind, Carmen	ENG-088-3E	Basic Composition	LEC	24	22	-2	3	0.03	-0.18			3	6/11/2019	8/1/2019

2019 Summer Faculty Calculations for Differential Pay

Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Faculty Assignment Load	Factor	Faculty Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Litwicki, Mark	ENG-101-NR	Rhetoric I	LEC	24	19	-5	3	0.03	-0.45			3	6/11/2019	8/1/2019
Mulvey, Irene	NUR-105-A1	Basic Nursing Assistant Traini	LAB	15	11	-4	2.87	0.03	-0.3444			7	6/4/2019	7/31/2019
Mulvey, Irene	NUR-105-A1	Basic Nursing Assistant Traini	LEC	15	11	-4	4.88	0.03	-0.5856			7	6/4/2019	7/31/2019
Paez, Elizabeth	MAT-085-1B	Intermed Algebra-Part I	LEC	30	19	-11	2	0.03	-0.66			2	6/10/2019	7/2/2019
Paez, Elizabeth	MAT-086-1B	Intermed Algebra-Part II	LEC	30	13	-17	2	0.03	-1.02			2	7/8/2019	8/1/2019
Pulaski, Andrew	LAW-204-1J	Criminal Law	LEC	32	8	-24	3	0.03	-2.16			3	5/28/2019	6/27/2019
Roman, Daniel	ART-101-1C	2-D Fundamentals	LAB	8	8	0	0	0.03	0			3	6/11/2019	8/1/2019
Roman, Daniel	ART-103-1C	Drawing I	LAB	8	2	-6	6	0.03	-1.08			3	6/11/2019	8/1/2019
Sanchez, Alejandro	MAT-085-31	Intermed Algebra-Part I	LEC	30	16	-14	2	0.03	-0.84			2	6/10/2019	7/2/2019
Sanchez, Alejandro	MAT-086-31	Intermed Algebra-Part II	LEC	30	14	-16	2	0.03	-0.96			2	7/8/2019	8/1/2019
Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	LAB	20	16	-4	3	0.03	-0.36			3	6/10/2019	7/31/2019
Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	LEC	20	16	-4	2	0.03	-0.24			3	6/10/2019	7/31/2019
Sanchez, Luis	CAD-220-1L	Autodesk Inventor	LAB	20	14	-6	3	0.03	-0.54			3	6/11/2019	8/1/2019
Sanchez, Luis	CAD-220-1L	Autodesk Inventor	LEC	20	14	-6	2	0.03	-0.36			3	6/11/2019	8/1/2019
Schmitt, Robert	PSY-101-2B	Intro to Psychology	LEC	32	24	-8	3	0.03	-0.72			3	6/11/2019	8/1/2019
Sedaie, Behrooz	ECO-101-1E	Principles of Economics I	LEC	32	10	-22	3	0.03	-1.98			3	6/11/2019	8/1/2019
Seo, Kymberly	BIO-203-H1	Anatomy & Physiology I	LEC	20	18	-2	3	0.03	-0.18			4	6/10/2019	7/29/2019
Seo, Kymberly	BIO-203-H2	Anatomy & Physiology I	LEC	20	12	-8	3	0.03	-0.72			4	6/10/2019	7/29/2019
Seo, Kymberly	BIO-204-H2	Anatomy & Physiology II	LEC	20	20	0	3	0.03	0			4	6/10/2019	7/29/2019
Sleeth, Bradley	GEL-101-1E	Physical Geology	LAB	32	10	-22	4	0.03	-2.64			4	6/11/2019	8/1/2019
Sleeth, Bradley	GEL-101-1E	Physical Geology	LEC	32	10	-22	2	0.03	-1.32			4	6/11/2019	8/1/2019
Spaniol, Scott	MAT-201-NR	Calculus I	LEC	30	11	-19	5	0.03	-2.85			5	6/11/2019	8/1/2019
Styer, Audrey	CPS-111-NR	Business Computer Systems	LAB	20	19	-1	3	0.03	-0.09			3	6/10/2019	8/1/2019
Styer, Audrey	CPS-111-NR	Business Computer Systems	LEC	20	19	-1	2	0.03	-0.06			3	6/10/2019	8/1/2019
Styer, Audrey	CPS-111-NR2	Business Computer Systems	CBA	0	3	3			0.90	1250	\$1,125.00	3	6/10/2019	8/1/2019
Sypra, Donald	ATM-104-1C	Automotive Brakes	LAB	12	9	-3	3	0.03	-0.27			3	6/10/2019	7/31/2019
Sykor, Donald	ATM-104-1C	Automotive Brakes	LEC	12	9	-3	2	0.03	-0.18			3	6/10/2019	7/31/2019
Sykor, Donald	ATM-122-1G	Automotive Air Conditioning	LAB	16	16	0	3	0.03	0			3	6/10/2019	7/31/2019
Sykor, Donald	ATM-122-1G	Automotive Air Conditioning	LEC	16	16	0	2	0.03	0			3	6/10/2019	7/31/2019
Tomchek, Ryan	MAT-083-1B	Elementary Algebra-Part I	LEC	30	10	-20	2	0.03	-1.2			2	6/10/2019	7/2/2019
Tomchek, Ryan	MAT-084-1B	Elementary Algebra-Part II	LEC	30	19	-11	2	0.03	-0.66			2	7/8/2019	8/1/2019
Tomchek, Ryan	MAT-102-1J	General Education Mathematics	LEC	30	8	-22	4	0.03	-2.64			4	6/10/2019	8/1/2019
Tomchek, Ryan	MAT-141-1H	Statistics	LEC	30	21	-9	4	0.03	-1.08			4	6/10/2019	8/1/2019
Walley, Cynthia	CIS-121-NR	Data Base Management	CBA	0	1	1			0.33	1205	\$397.65	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-220-NR	Systems Analysis	CBA	0	4	4			1.20	1205	\$1,446.00	3	6/10/2019	8/1/2019
Walley, Cynthia	CPS-101-NR	Informational Technologies	LEC	20	11	-9	2	0.03	-0.54			2	6/10/2019	8/1/2019
Warren, John	MUS-100-NR	Music Appreciation	LEC	25	34	9	3	0.03	0.81	1165	\$943.65	3	6/11/2019	8/1/2019
Warren, John	MUS-108-NR	World Music Survey	LEC	25	29	4	3	0.03	0.36	1165	\$419.40	3	6/10/2019	8/1/2019
Warren, John	MUS-131-1R	Private Applied Piano Non-Majo	LEC	25	4	-21	1	0.03	-0.63			1	6/10/2019	8/1/2019
Warren, John	MUS-135-1R	Private Applied Guitar Non-Maj	LEC	25	3	-22	1	0.03	-0.66			1	6/10/2019	8/1/2019
Windham, Brandie	MAT-080-21	Mathematics Fundamentals	LEC	30	17	-13	3	0.03	-1.17			3	6/11/2019	8/1/2019
Windham, Brandie	MAT-102-NR	General Education Mathematics	LEC	30	23	-7	4	0.03	-0.84			4	6/10/2019	8/1/2019
Windham, Brandie	MAT-105-2H	College Algebra	LEC	30	17	-13	4	0.03	-1.56			4	6/11/2019	8/1/2019
Wood, Robert	IND-199-01	Psychology Independent Study	IND	0	2	2			0.33	1205	\$397.65	1	5/28/2019	7/8/2019
Wood, Robert	IND-199-06	PSY 215 - Life Span: A Survey	IND	0	1	1			0.33	1205	\$397.65	1	6/17/2019	7/31/2019
Wood, Robert	IND-199-07	PSY 101 - Intro to Psychology	IND	0	1	1			0.33	1205	\$397.65	1	6/17/2019	8/1/2019
Wood, Robert	PSY-215-1B	Life Span: Survey of Human Dev	LEC	32	16	-16	3	0.03	-1.44			3	5/28/2019	6/27/2019
Zukauskas, Karolis	ENG-102-NR	Rhetoric II	LEC	24	17	-7	3	0.03	-0.63			3	6/10/2019	8/1/2019
Zukauskas, Karolis	HUM-153-NR	Survey of Film History	LEC	24	19	-5	3	0.03	-0.45			3	6/10/2019	8/1/2019
Differential Pay											\$10,079.65			

2019 Summer Faculty Calculations for Differential Pay

Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Faculty Assignment Load	Factor	Faculty Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
IND/CBA														

2019 Summer Adjunct Calculations for Differential Pay

Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Faculty Assignment Load	Factor	Faculty Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Ashraf, Mohammad	BIO-102-1C	Introduction to Biology	LAB	20	12	-8	3	0.03	-0.72			4	6/10/2019	7/31/2019
Ashraf, Mohammad	BIO-102-1C	Introduction to Biology	LEC	20	12	-8	3	0.03	-0.72			4	6/10/2019	7/31/2019
Behling, William	BUS-111-11	Introduction to Business	LEC	32	9	-23	3	0.03	-2.07			3	6/10/2019	7/31/2019
Brink, Marilyn	ECE-225-1C	Fundamentals-Nature Play & Lea	LEC	30	9	-21	0	0.03	0			2	6/19/2019	7/31/2019
Brink, Marilyn	ECE-145-1C	Child, Family, Culture and Nat	LEC	30	13	-17	0	0.03	0			1	6/15/2019	6/29/2019
Buzruk, Anupama	BUS-102-11	Managerial Accounting	LEC	32	13	-19	3	0.03	-1.71			3	6/11/2019	8/1/2019
Campbell, Dana	CHM-105-1B	General Chemistry I	LAB	24	23	-1	3	0.03	-0.09			5	6/11/2019	8/1/2019
Campbell, Dana	CHM-105-1B	General Chemistry I	LEC	24	23	-1	4	0.03	-0.12			5	6/11/2019	8/1/2019
Corral, Iris	ECE-105-1J	Health & Nutrition for Child	LEC	24	12	-12	3	0.03	-1.08			3	6/11/2019	8/1/2019
Dutt, Eric	ENG-102-42	Rhetoric II	LEC	24	25	1	3	0.03	0.09	979.36	\$88.14	3	6/11/2019	8/1/2019
Eshafi, Nouri	ECE-115-1J	Family, School & Community	LEC	30	7	-23	3	0.03	-2.07			3	6/11/2019	8/1/2019
Farina, Peter	BIO-212-2L	Microbiology	LAB	18	11	-7	3	0.03	-0.63			4	6/24/2019	8/1/2019
Farina, Peter	BIO-212-2L	Microbiology	LEC	18	11	-7	3	0.03	-0.63			4	6/24/2019	8/1/2019
Foltz, Chris	FIR-240-11	Building Construction-Fir Prot	CBA	0	5	5			1.50	931.85	\$1,397.78	3	6/11/2019	7/30/2019
Imburgia, Joseph	PSY-215-32	Life Span: Survey of Human Dev	LEC	32	17	-15	3	0.03	-1.35			3	6/11/2019	8/1/2019
Imburgia, Joseph	PSY-101-4B	Intro to Psychology	LEC	32	22	-10	3	0.03	-0.9			3	6/10/2019	7/31/2019
Jenkins, Anthony	BIO-102-4C	Introduction to Biology	LAB	20	15	-5	3	0.03	-0.45			4	6/11/2019	8/1/2019
Jenkins, Anthony	BIO-102-4C	Introduction to Biology	LEC	20	15	-5	3	0.03	-0.45			4	6/11/2019	8/1/2019
Khalifeh, Khalaf	BIO-102-31	Introduction to Biology	LAB	20	16	-4	3	0.03	-0.36			4	6/10/2019	8/1/2019
Khalifeh, Khalaf	BIO-102-31	Introduction to Biology	LEC	20	16	-4	3	0.03	-0.36			4	6/10/2019	8/1/2019
Knickerbocker, Sharon	MUS-100-1C	Music Appreciation	LEC	25	20	-5	3	0.03	-0.45			3	6/10/2019	7/31/2019
Leven, Robert	BIO-203-11	Anatomy & Physiology I	LEC	20	20	0	3	0.03	0			4	6/11/2019	8/1/2019
Lyons, Kenneth	LAW-101-1B	Intro to Law Enforcement	LEC	32	8	-24	3	0.03	-2.16			3	5/28/2019	6/27/2019
Lyons, Kenneth	LAW-210-11	Cold Case Investigation	LEC	32	10	-22	3	0.03	-1.98			3	6/10/2019	8/1/2019
Mallett, Klaudia	PSY-101-32	Intro to Psychology	LEC	32	9	-23	3	0.03	-2.07			3	7/1/2019	8/1/2019
Miranda, Ashley	ENG-101-1E	Rhetoric I	LEC	24	17	-7	3	0.03	-0.63			3	6/10/2019	8/1/2019
Montgomery, Jered	HUM-150-1C	Humanities Through the Arts	LEC	32	23	-9	3	0.03	-0.81			3	6/11/2019	8/1/2019
Montiel, Octavio	MUS-131-1R	Private Applied Piano Non-Majo	LEC	25	4	-21	0	0.03	0			1	6/10/2019	8/1/2019
Navarro, Tracy	HUM-154-1F	Latin American Culture	LEC	32	23	-9	3	0.03	-0.81			3	6/10/2019	7/31/2019
Perusich, James	ENG-101-22	Rhetoric I	LEC	24	18	-6	3	0.03	-0.54			3	6/11/2019	8/1/2019
Ruiz, Ruben	OMT-218-MI	Database Software Fundamentals	LEC	23	6	-17	1	0.03	-0.51			1	7/8/2019	7/11/2019
Ruiz, Ruben	OMT-216-MI	Spreadsheet Software Fundamen	LEC	23	11	-12	1	0.03	-0.36			1	6/17/2019	6/20/2019
Ruiz, Ruben	OMT-223-HI	Spreadsheet Software Advanced	LEC	23	7	-16	2	0.03	-0.96			2	6/24/2019	7/3/2019
Sassessti, James	IND-199-02	LAW 205 - Criminal Law 2	IND	0	1	1			0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-03	LAW 208 - Police Organization	IND	0	1	1			0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-05	LAW 102 - Intro to Criminology	IND	0	1	1			0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-04	LAW 201 - Police Operations	IND	0	2	2			0.60	979.36	\$587.62	3	6/10/2019	7/31/2019
Sassetti, James	LAW-206-11	Criminal Investigations	LEC	32	16	-16	3	0.03	-1.44			3	6/10/2019	7/31/2019
Schrey, Courtney	PEH-103-21	Nutrition	LEC	24	14	-10	2	0.03	-0.6			2	6/11/2019	7/30/2019
Schrey, Courtney	CHM-100-1B	Fundamentals of Chemistry	LAB	24	13	-11	3	0.03	-0.99			4	6/11/2019	8/1/2019
Schrey, Courtney	CHM-100-1B	Fundamentals of Chemistry	LEC	24	13	-11	3	0.03	-0.99			4	6/11/2019	8/1/2019
Skov, Erik	MUS-135-1R	Private Applied Guitar Non-Maj	LEC	25	3	-22	0.5	0.03	-0.33			1	6/10/2019	8/1/2019
Smith, Jeanine	PEH-103-1C	Nutrition	LEC	24	9	-15	2	0.03	-0.9			2	6/10/2019	7/31/2019
Smith, Jeanine	HCP-130-11	Medical Terminology	LEC	30	17	-13	3	0.03	-1.17			3	6/11/2019	8/1/2019
Smith-Irowa, Pamela	ENG-088-42	Basic Composition	LEC	24	14	-10	3	0.03	-0.9			3	6/11/2019	8/1/2019
Smith-Irowa, Pamela	ENG-102-3E	Rhetoric II	LEC	24	19	-5	3	0.03	-0.45			3	6/11/2019	8/1/2019

2019 Summer Adjunct Calculations for Differential Pay

Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Faculty Assignment Load	Factor	Faculty Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Swint, Ashley	BUS-111-2E	Introduction to Business	LEC	32	9	-23	3	0.03	-2.07			3	6/11/2019	8/1/2019
Talwar, Sundeep	CHM-100-21	Fundamentals of Chemistry	LAB	24	10	-14	3	0.03	-1.26			4	6/10/2019	7/31/2019
Talwar, Sundeep	CHM-100-21	Fundamentals of Chemistry	LEC	24	10	-14	3	0.03	-1.26			4	6/10/2019	7/31/2019
Turner, Jocelyn	ENG-102-22	Rhetoric II	LEC	24	6	-18	3	0.03	-1.62			3	6/10/2019	7/31/2019
Velazquez, Marisol	CSS-100-EC	College Study Seminar	LEC	32	16	-16	3	0.03	-1.44			3	6/10/2019	7/31/2019
Walsh, Irene	PSY-202-1E	Abnormal Psychology	LEC	32	11	-21	3	0.03	-1.89			3	6/10/2019	8/1/2019
										Total	\$3,043.10			
Differential Pay														
IND/CBA														

2019 Summer Independent Study/Course By Arrangements

Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Bluemer, Judy	BIO-160-NR	Plants & Society	CBA	0	5	5	1.50	1205	\$1,807.50	3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-202-NR	Environmental Biology	CBA	0	5	5	1.50	1205	\$1,807.50	3	6/10/2019	8/1/2019
Fabiyl, Edith	OMT-210-MI	Word Processing Fundamentals	CBA	0	5	5	0.50	1205	\$602.50	1	6/3/2019	6/6/2019
Foltz, Chris	FIR-240-11	Building Construction-Fir Prot	CBA	0	5	5	1.50	931.85	\$1,397.78	3	6/11/2019	7/30/2019
Sassessti, James	IND-199-02	LAW 205 - Criminal Law 2	IND	0	1	1	0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-03	LAW 208 - Police Organization	IND	0	1	1	0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-04	LAW 201 - Police Operations	IND	0	2	2	0.60	979.36	\$587.62	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-05	LAW 102 - Intro to Criminology	IND	0	1	1	0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Styer, Audrey	CPS-111-NR2	Business Computer Systems	CBA	0	3	3	0.90	1250	\$1,125.00	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-121-NR	Data Base Management	CBA	0	1	1	0.33	1205	\$397.65	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-220-NR	Systems Analysis	CBA	0	4	4	1.20	1205	\$1,446.00	3	6/10/2019	8/1/2019
Wood, Robert	IND-199-01	Psychology Independent Study	IND	0	2	2	0.33	1205	\$397.65	1	5/28/2019	7/8/2019
Wood, Robert	IND-199-06	PSY 215 - Life Span: A Survey	IND	0	1	1	0.33	1205	\$397.65	1	6/17/2019	7/31/2019
Wood, Robert	IND-199-07	PSY 101 - Intro to Psychology	IND	0	1	1	0.33	1205	\$397.65	1	6/17/2019	8/1/2019
								Total	\$11,334.06			
Adjuncts												
Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Foltz, Chris	FIR-240-11	Building Construction-Fir Prot	CBA	0	5	5	1.50	931.85	\$1,397.78	3	6/11/2019	7/30/2019
Sassessti, James	IND-199-02	LAW 205 - Criminal Law 2	IND	0	1	1	0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-03	LAW 208 - Police Organization	IND	0	1	1	0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-04	LAW 201 - Police Operations	IND	0	2	2	0.60	979.36	\$587.62	3	6/10/2019	7/31/2019
Sassessti, James	IND-199-05	LAW 102 - Intro to Criminology	IND	0	1	1	0.33	979.36	\$323.19	3	6/10/2019	7/31/2019
									\$2,954.96			
Faculty												
Person Full Name	Section Name	Section Title	Assignment Instructional Method	Section Capacity	Enrollment	Over/Under	Differential Load	Rate	Assignment Paid Amount	Section Minimum Credits	Start Date	End Date
Bluemer, Judy	BIO-160-NR	Plants & Society	CBA	0	5	5	1.50	1205	\$1,807.50	3	6/10/2019	8/1/2019
Bluemer, Judy	BIO-202-NR	Environmental Biology	CBA	0	5	5	1.50	1205	\$1,807.50	3	6/10/2019	8/1/2019
Fabiyl, Edith	OMT-210-MI	Word Processing Fundamentals	CBA	0	5	5	0.50	1205	\$602.50	1	6/3/2019	6/6/2019
Styer, Audrey	CPS-111-NR2	Business Computer Systems	CBA	0	3	3	0.90	1250	\$1,125.00	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-121-NR	Data Base Management	CBA	0	1	1	0.33	1205	\$397.65	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-220-NR	Systems Analysis	CBA	0	4	4	1.20	1205	\$1,446.00	3	6/10/2019	8/1/2019
Wood, Robert	IND-199-01	Psychology Independent Study	IND	0	2	2	0.33	1205	\$397.65	1	5/28/2019	7/8/2019
Wood, Robert	IND-199-06	PSY 215 - Life Span: A Survey	IND	0	1	1	0.33	1205	\$397.65	1	6/17/2019	7/31/2019
Wood, Robert	IND-199-07	PSY 101 - Intro to Psychology	IND	0	1	1	0.33	1205	\$397.65	1	6/17/2019	8/1/2019
									\$8,379.10			

From: [Keith McLaughlin](#)
To: [Stan Fields](#)
Cc: [Maria Anderson](#); [Ana L Valdez](#)
Subject: Fwd: 2019 SUMMER - 10% ENG Adjunct -Compensation Report
Date: Thursday, July 25, 2019 3:23:25 PM
Attachments: [10% ENG Adjunct Stipend Report Summer 2019.xlsx](#)
[ATT00001.htm](#)

I approve this report for action at the next BOT meeting.

Begin forwarded message:

From: Ana L Valdez <ana.valdez@morton.edu>
Date: July 25, 2019 at 4:11:58 PM EDT
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Subject: FW: 2019 SUMMER - 10% ENG Adjunct -Compensation Report

Keith,

Please approve the attached report for the Board Meeting.

Thank you,

Ana L Valdez
Executive Assistant to the Provost
Morton College
Phone: 708-656-8000 ext 2241
ana.valdez@morton.edu

From: Ana L Valdez
Sent: Thursday, July 11, 2019 9:10 AM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Cc: Maria Anderson <maria.anderson@morton.edu>
Subject: 2019 SUMMER - 10% ENG Adjunct -Compensation Report

Keith,

Here is the 2019 Summer 10% ENG Adjunct Stipend Report that needs Board approval at July Regular Board Meeting.

PROPOSED ACTION: THAT THE BOARD APPROVE COMPENSATION REPORT FOR
ADJUNCT FACULTY MEMBERS
TEACHING ENGLISH 088, 101, AND 102, FOR THE SUMMER SEMESTER 2019 IN THE
AMOUNT OF \$1,778.24

AS SUMMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

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

COST ANALYSIS: \$1,778.24 – Per Board-Union Agreement, Section 11.7, Adjunct Faculty teaching
ENG 088, 101, AND 102, shall receive a 10% stipend based on their rate per their placement on the salary schedule

ATTACHMENT: 10% ENG Adjunct Stipend Report Summer 2019

Thank you,

Ana L Valdez

Executive Assistant to the Provost

Morton College

Phone: 708-656-8000 ext 2241

ana.valdez@morton.edu

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

**10% ENG Adjunct Stipend Report
Summer 2019**

Adjunct Full Name	CRS ID#	Course Title	Course Stipend Amount	10% Stipend Amount	Total Summed Up	Start Date	End Date
Dutt, Eric V.	ENG-102-42	Rhetoric II	\$ 2,938.08	\$ 293.81	\$ 293.81	6/11/2019	8/1/2019
Miranda, Ashley J.	ENG-101-1E	Rhetoric I	\$ 2,937.09	\$ 293.71	\$ 293.71	6/10/2019	7/31/2019
Perusich, James M.	ENG-101-22	Rhetoric I	\$ 2,938.08	\$ 293.81	\$ 293.81	6/11/2019	8/1/2019
Smith-Irowa, Pamela L.	ENG-088-42	Basic Composition	\$ 3,086.79	\$ 308.68	\$ 617.36	6/11/2019	8/1/2019
Smith-Irowa, Pamela L.	ENG-102-3E	Rhetoric II	\$ 3,086.79	\$ 308.68		6/11/2019	8/1/2019
Turner, Jocelyn A.	ENG-102-22	Rhetoric II	\$ 2,795.55	\$ 279.56	\$ 279.56	6/10/2019	7/31/2019
Grand Total				\$ 1,778.24	\$ 1,778.24		



Morton College

Job Description

Job Title: Sign Language Interpreter (Part-Time)

Range: Classified Excluded

Grant-Funded: NA

**Reports to and
Evaluated by:**

**Required
Qualifications:** Associate Degree required. Valid Illinois Interpreter license with Intermediate level proficiency or higher required. Must be licensed through the Illinois Deaf and Hard of Hearing Commission per the Illinois Interpreter for the Deaf Licensure Act of 2007.

This is an on-call position. Must be able and willing to work days, and be available to work evenings and weekends as the need arises.

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

**Desirable
Qualifications:** Bachelor's degree preferred. Two years of educational interpreting experience preferred.

Job Summary: The Sign Language Interpreter provides interpreting and other support services for students who are deaf or hard of hearing in all areas of the education environment. The Interpreter's primary function is to facilitate communication among deaf or hard of hearing students and their hearing peers, faculty, and other personnel in the college. The Sign Language Interpreter accepts responsibility for knowledge of and adherence to the ethics of interpreting and the role of the interpreter. The job requires fluency in English and American Sign Language; and a high degree of mental concentration, which is directly correlated to the level of class difficulty.

**Essential Job
Functions**

- Effectively, accurately, and impartially translates the thought, intent and spirit of a conversation or dialogue between a deaf or hard of hearing individual with others in various settings including classrooms, meetings, tutoring sessions, testing, and campus events.

- Creates and provides training and workshops for faculty, staff and students that supports institutional goals for quality assurance for students receiving sign language interpreter services.
- Abide by the principles of ethical behavior as set forth by the National Registry of Interpreters for the Deaf.
- Maintains professional and ethical standards with regard to the privacy of students and the confidentiality of information exchanged in interpreting situations.
- Preps for classes by reading and becoming familiar with technical vocabulary and content.

Other Duties: • Performs miscellaneous job-related duties as assigned.

Work Environment: Work is generally performed within a classroom and/or office environment, with standard office equipment available.

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 Job Description

Job Title: ~~Executive Assistant~~ Business Office HR Support Specialist

Range: ~~Classified excluded Range III~~

Commented [wvh1]: Confirm this range please

Grant-Funded: N/A

Reports to and Evaluated by: ~~Chief Financial Officer~~ Director of Human Resources

Required Qualifications: ~~The candidate must have some post-secondary education~~
Associate degree and two years of higher education administrative office experience, including working with confidential information. Perform duties with a high degree of accuracy and attention to detail. Strong interpersonal, communication and organizational skills. Ability to prioritize job responsibilities; ability to make decisions in accordance with college policy, rules, regulations, and departmental policies; ~~Must have excellent administrative assistant and office management skills. Demonstrate excellent word processing skills and have a working knowledge of~~ Proficiency in Microsoft Office products, particularly Excel.
~~as well as bookkeeping and business writing skills.~~

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

Desirable Qualifications: ~~Associate Bachelor's degree. Bilingual Spanish/English. Ability to communicate in both English and Spanish preferred. Experience with Ellucian/Colleague.~~ Exercise sound judgment, discretion, initiative, and the ability to work well with others in a multicultural environment. ~~Excellent verbal communication skills and demonstrate a creative attitude in addressing sensitive or confidential matters.~~ Ability to respond to difficult situations with a courteous and professional manner, and to work independently with little or no supervision.
~~Be able to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, respect, and tolerance.~~

Job Summary: The HR Support Specialist is responsible for the administration of our pension, State University Retirement System (SURS). The Support Specialist will be responsible for staying current on all

~~regulations related SURS, serve as liaison between employees, retirees and SURS to resolve pension related issues. Executive Assistant will maintain all formal communication and correspondence to and from the Business Office for all internal/external agencies. Perform general office duties with little or no supervision and provide confidential and administrative assistance to Business Office. Handle all aspects of SURS inquiries and Purchasing.~~ The duties and responsibilities may change as the need of the College arises.

Essential Job Functions

- ~~Stay current on all regulations related to the State University Retirement System (SURS), serve as liaison between employees, retirees and SURS to resolve pension related issues.~~
- Process all terminations, retirements, and other request for information from SURS and provide documentation as needed.
- ~~To c~~Complete routine ~~and complex~~ word processing and administrative assistant duties such as preparing correspondence, reports, and related materials.
- Automate and enhance all HR documents and procedures
- ~~To perform general receptionist duties including answering telephone, taking messages, screening calls, and scheduling appointments.~~
- ~~To p~~Provide customer services to students, faculty, staff or guests in the Human Resources Business Office.
- Maintain up-to-date functional department documentation and standard operating procedures
- ~~To handle administrative duties including sorting, copying, mailing, filing, faxing, billing, supplies control and related general office responsibilities.~~
- Assist the Director of HR with processing request for information under the Freedom of Information Act (FOIA)
- ~~To handle confidential information.~~ Maintain the strictest standards of confidentiality as it relates to personnel actions and activities occurring in Human Resources.
- ~~Serve as backup to Accounts Payable Clerk.~~ Assist with all special events hosted by the office of Human Resources
- ~~Handle all aspects of Purchasing, including processing purchase orders, faxing/emailing POs to vendors, maintain communication with vendors and review PO reports~~
- ~~Handle athletic injury claims~~
- Assist Director of HR with research projects and special projects.

Formatted: Indent: Before: 0.5", No bullets or numbering

Other Duties: Perform other duties as assigned by supervisor

Work Environment: Work is generally performed within an office environment, with standard office equipment available.

Physical Demands: Position requires prolonged sitting, with occasional walking, bending and/or stooping. Some lifting of approximately 15-20lbs.

Position Unit:

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

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

Employee _____ Date _____



Morton College

Job Description

Job Title:	Peer Tutor (Part-time, 5-10 hrs. /wk.)
Range:	Classified Excluded
Grant-Funded:	N/A
Reports to and Evaluated by:	Tutoring Center Director
Required Qualifications:	<p>Must be a current Morton College student. Good academic standing with a minimum GPA of a 2.0 and with a minimum of a "B" in the class to be tutored or facilitated.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Tutoring experience. Bilingual English/Spanish preferred.
Job Summary:	<p>The Peer tutor is a student who will work closely with the course instructor and under Tutoring Center supervision to tutor students one-on-one and facilitate group sessions both in the classroom setting and in the Tutoring Center. Peer tutors will attend class and model classroom engagement and participation, study/notetaking skills, work ethic, and time management. Peer tutors will record activities for communication to the instructor and Tutoring Center personnel. The duties and responsibilities may change as the needs of the college arise.</p>
Essential Job Functions	<ul style="list-style-type: none">• Tutor one-on-one and facilitate group discussions in the classroom and Tutoring Center.• Demonstrate excellent student work ethic and habits.• Document activities.• Perform other activities as assigned by the Tutoring Center Director.
Other Duties:	<ul style="list-style-type: none">• Perform other duties as assigned
Work Environment:	Classroom and 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

Job Description

Job Title: Director of [ACTE](#) Grants and Compliance

Range: Administrator

Grant-Funded: NA

Reports to and Evaluated by: Dean of Adult and [Career Technical Education](#) ~~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.

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

Desirable Qualifications: Bilingual Spanish/English. Knowledge of Community College programming, especially Adult Basic Education and its distinct programs: ESL, [HSE](#) ~~GED~~, [ABE](#), [as well as Career and Technical Education \(CTE\)](#) ~~and Community Programming~~. Experience supervising community college staff.

Job Summary: Coordinate all grant program activities of new and existing [Adult Education and CTE](#) 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.

Essential Job Functions

- 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 to, ensure compliance with ICCB Adult Education policies, including registration, testing, attendance, and instruction
- Coordinate the Writing and submission of grant proposals for existing and potential Adult Education and CTE grants
- Prepare budgets for all Adult Education and CTE 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 and CTE 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 and Enrollment Specialist.
- Supervise the Adult Volunteer Literacy program Staff
- Supervise the Adult Education Public Assistance Specialist
- Carry out payroll processes for Adult Education and CTE

Other Duties:

- Perform other duties as assigned.

Work Environment:

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

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

Job Description

Job Title:	Associate Dean of Adult and Career Technical Education
Range:	N/A
Grant-Funded:	N/A
Reports to and Evaluated by:	Dean of Adult and Career Technical Education
Required Qualifications:	<p>Master's degree in Adult Education, TESOL, Linguistics, Curriculum and Instruction, Education, English, Math, or related field. Five years' teaching experience in Adult Education, Career Technical Education, or related field and significant leadership/supervisory experience of a college or university department, including management of state and federal grants, personnel and budgets. Experience working in multi-cultural educational and employment settings. Must be organized, self-motivated and able to think and work independently. Must be able to multi-task and work with deadlines. Effectively collaborate with staff and students, and a record of accomplishment in building and developing high functioning teams.</p> <p>Must be able to demonstrate Morton College core values of truth, compassion, fairness, responsibility, tolerance, and respect.</p>
Desirable Qualifications:	Experience managing and developing integrated education and training programs. Experience working as a manager/ supervisor in a collective bargaining environment. Excellent verbal, analytical, organizational and planning skills. Knowledge of ICCB regulations related to Adult and Career Technical Education.
Job Summary:	Responsible for the day-to-day supervision of Adult Education Staff. Recruit, hire, assign, and evaluate Adult Education and Career Technical Education faculty. Through active outreach and engagement, implement classes, events, and programming for Adult and Career Technical Education programs based on College, community and enrollment needs. Responsibilities and duties of the Associate Dean of Adult and Career Technical Education are under the supervision of the Dean of Adult and Career Technical Education, and may change according to the needs of the College.

Essential Job Functions

- Supervision of the following Adult Education ~~staff~~ (Transition staff: Transition Coaches, Adjunct Faculty, Lab Assistants Academic Skills Specialists, Assessment & Instructional Resources Specialist, Program Support Specialist II, AE Retention and Transition Specialist Adult Volunteer Literacy Staff)
- Supervision of Adjunct faculty in Career and Technical Education programs
- Interview and recommend for hire, new instructors and site coordinators
- Coordinate off-campus sites, including course scheduling and testing
- Aid the Dean in program review, assessment, and accreditation processes
- Recruit new program instructors as needed
- Search for course sites and laboratories
- Develop new area partner initiatives and take an active role in the Area Planning Council
- Serve as Adult Education liaison for school districts, community based agencies and students including maintaining updated annual site contracts
- Serve as first point of contact for student issues and complaints.
- Aid the Dean in curriculum and program development efforts
- Support development and coordination of instructional technology
- Assist with resource development for all instructional and outreach areas
- Support Adult Education and Career Technical Education faculty in curriculum development and revisions
- Coordinate with credit program faculty and staff to facilitate transition of Adult Education students to post-secondary education and training
- Responsible for reviewing and approving instructional assignments
- Support the development of annual course schedule
- Support the development of enrollment initiatives
- Research College enrollment needs and select appropriate programming

Other Duties:

- Provide supervision of departmental staff to maintain process for retention and disposal of records according to departmental and ICCB policies
- Assist with Unit registration as needed
- Perform other job related duties as assigned by the supervisor

Work Environment:

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

Physical Demands:

Carries out essential and other duties of the job with no special physical demands other than lifting no more than 10 lbs.

Position Unit:

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

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

Employee_____ **Date**_____



Morton College

Job Description

Job Title:	Computer Lab Paraprofessional (Help Desk Technician)
Range:	Classified Staff - Part-Time, Non-Union
Grant-Funded:	NA
Reports to and Evaluated by:	Chief Information Officer
Required Qualifications:	<p>High School diploma or GED. Ability to operate a computer and related software. Ability to communicate clearly and concisely, both orally and in writing and the ability to interact positively with students and staff. Ability to handle a multitude of responsibilities with minimal supervision. Ability to perform duties with awareness of all district requirements and Board of Education policies. .</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Associate Degree in Computer Science or related field and two years' experience. Ability to speak in English and Spanish.
Job Summary:	Computer Lab Paraprofessional will handle all aspect of inventory control for hardware and software acquired by the MIS Department. Manage the software library, develop applications to improve workflow, assist with calls to the Hotline. The duties and responsibilities may change as the need of the College arises.
Essential Job Functions	<ul style="list-style-type: none">• Install and upgrade various types of equipment software• Perform equipment maintenance• Assists in troubleshooting hardware problems throughout the campus.• Correct minor problems with hardware.• Assist with setup and operation of associated equipment, labs, Smartboards and laptops.• Assist in reimaging computers when necessary• Keep files on computers and network up to date and replaces software on computers when necessary• Recognize system incompatibilities and application errors• Prepare, submit, and organize purchase orders.

- Perform various inventory control tasks including maintenance of software and hardware licenses and return manufacturer's authorizations.
- Answer technical questions from end-users.
- Instruct end-users about various software applications.
- Learn about the technical functions of a microcomputer

**Work
Environment:**

- Work is generally performed within an office environment, with standard office equipment available.
- May be requested to work overtime and weekends for special projects.

**Physical
Demands:**

- Must be able to sit or stand for long periods of time.
- Must be able to lift up to 10 lbs.

Position Unit:

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

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

Employee _____ **Date** _____

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 31st day of July 2019 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Irina Cline**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Community & Continuing Education ("Director of Community & 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 Community & Continuing Education 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 Community & Continuing Education and be employed as the Director of Community & 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 Community & 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 Community & 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 30th day of June 2019 (the "Commencement Date") and shall continue until the 30th day of June 2022 (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 \$70,000.00 for Fiscal Year 2019 -2020 (July 1, 2019 -June 30, 2020) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2020.

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 above-mentioned 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. 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 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, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the 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;
- (2) Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
- (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;
- (4) Chronic absenteeism or tardiness in deliberate violation of a known policy of the College or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence;

(5) A willful and deliberate violation of a standard or regulation of the State of Illinois ("State"), which violation would cause the College to be sanctioned or have a College license or certification suspended by the State;

(6) A violation of a College rule, unless the Employee can demonstrate that:
(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.

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 S. Central Ave
Cicero, IL. 60804
Attn: President's Office

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

If to Employee: Irina Cline

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]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 31st day of July 2019.

Executed:

Stanley S. Fields Ph.D. Date
Morton College

Irina Cline Date
Employee

—



Morton College

Job Description

Job Title:	Director of Community and Continuing Education
Range:	Administrator
Grant-Funded:	NA
Reports to and Evaluated by:	Executive Director of Institutional Advancement
Required Qualifications:	<p>Bachelor's degree, preferably with a major in Education, Linguistics, English, Business or a related field. Experience working with ESL, ABE, and ASE students, in particular educationally disadvantaged adults from diverse backgrounds. Excellent knowledge of continuing and community education programs; Strong data collection skills; Excellent interpersonal and communication skills. Computer skills in Microsoft suite. Ability to work and think independently. Ability to manage complex tasks and meet deadlines. Must be able to multi-task and meet deadlines; must be able to work effectively with people at all levels of the college, including students and community members; must be detail oriented, and able to think and work independently. The candidate must be able to work in a position requiring public contact, exercise sound judgment, and assist a diverse student population in a multicultural environment. Must be able to work a flexible schedule including some evening & weekend hours.</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 in Education, Linguistics, Business, English or related field knowledge. Experience with adult education instruction, learner assessment and advising. Bilingual Spanish/English. Experience working with grants. Well-organized and self-motivated. Ability to implement policies and procedures. Working knowledge of DAISI and STAIRS, and Colleague.</p>

Essential Job Functions:

- In cooperation with the Department Chair, assign courses to all Adult Education instructors each term
- Coordinate faculty professional development activities
- SOS Funded Programs Only: Maintain STAIRS database for grant reporting. This includes students and volunteer records such as volunteer hours, student test scores (both pre- and post-testing), and demographic information.
- Manage all processes related to the effective delivery of instruction in Continuing and Community Education
- Research and develop ideas for new Continuing, and Community Education courses, and present these to the Executive Director of Institutional Advancement.
- Create the schedule of classes for Continuing and Community Education each term
- Coordinate activities and classes for young learners, including STEAMers Camp
- Coordinate data collection, reports and grant writing
- Coordinate Community and Continuing Education recognition program
- Work in cooperation with supervisor to develop and implement program evaluation processes, forms and focus groups for Community and Continuing Education

Other Duties:

- Perform other job related duties as assigned by the Executive Director for Institutional Advancement
- Travel, evening and weekend hours may be necessary

Work Environment:

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

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 31st day of July 2019 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Sally Delgado**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Development and Alumni Relations ("Director of Development and Alumni Relations" 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 Development and Alumni Relations 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 Development and Alumni Relations and be employed as the Director of Development and Alumni Relations 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 Development and Alumni Relations 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 Development and Alumni Relations 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 10th day of June 2019 (the "Commencement Date") and shall continue until the 30th day of June 2022 (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 \$79,000 for Fiscal Year 2019 -2020 (July 1, 2019 -June 30, 2020) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2020.

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 above-mentioned 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. 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 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, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the 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;
- (2) Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
- (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

- (4) Chronic absenteeism or tardiness in deliberate violation of a known policy of the College or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence;
- (5) A willful and deliberate violation of a standard or regulation of the State of Illinois ("State"), which violation would cause the College to be sanctioned or have a College license or certification suspended by the State;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.

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 S. Central Ave
Cicero, IL. 60804
Attn: President's Office

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

If to Employee: Sally Delgado

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]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 31st day of July 2019.

Executed:

Stanley S. Fields Ph.D. Morton College	Date
---	------

Sally Delgado Employee	Date
---------------------------	------



Morton College

Job Description

Job Title: Director of Development and Alumni Relations

Range: Administrator

Grant-Funded: NA

Reports to and Evaluated by: Executive Director of Institutional Advancement

Required Qualifications: The candidate will possess a bachelor's degree and a valid Illinois driver's license. Demonstrated word processing, database management and data entry skills; an understanding of academic credit and degree requirements; knowledge of computerized educational records systems. Must be able to interact well with students, faculty and staff. Excellent organizational, oral, written and listening skills. The successful candidate must be able to work in a position requiring public contact, exercise sound judgment, and assist a diverse student population in a multicultural environment. Bilingual in English/Spanish. Must be able to work a flexible schedule including some evening & weekend hours.

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

Desirable Qualifications: Proficiency in Spanish/English, both oral and written. Master's degree in Business, Education, Marketing or related field. Prior experience with curriculum development, especially in the area of development (fundraising) and alumni relations. Excellent verbal, analytical, organizational and planning skills. Familiarity with budgets and public relations experience.

Job Summary: The Director of Development and Alumni Relations is responsible for the operation of the College's Alumni Relations and Development (fundraising). Expansion and implementation of marketing activities and support the college's student success initiatives. Develop fundraising and alumni recruitment strategies; and strengthen relationships. Strategically develop an annual work plan that includes a calendar of activities, events, and programs tailored to motivate and engage different segments of alumni and the fundraising community.

Essential Job Functions

- Along with Executive Director, create funding strategies, and set measurable annual goals.
- Lead all donor development activities, including fundraising activities, organizing events and creating strategies for greater financial gift giving.
- Maintain contact with all donors, ensuring donor acknowledgement, regular communication, establishment and management of donation agreements.
- Identify and cultivate potential donors by including, but not limited to, making regular in-person and telephone contact, letter appeals, board-inspired giving, employee annual giving, and other solicitations in all formats for scholarships and grants.
- Ensure fiscal responsibility of the annual giving budget. Utilize data to evaluate effectiveness of annual giving campaign strategies and outcomes, and revise processes, if necessary.
- Develop and produce an annual report on College and Foundation activities.
- Manage the College website related to Advancement Events
- Responsible for all procedures and documentation for gift receipting.
- Develop, implement, and evaluate a comprehensive alumni relations communications plan including direct mail, email, web and social media.
- Work with the Academic Advising, Student Activities Office and Career Services develop and increase alumni involvement beyond graduation.
- Ensure accurate and complete alumni database records; capture contact, program and career information for alumni via surveys, projects, correspondence, website, graduation reports and postal returns.
- Ensure that the athletic program remains committed to the institution's mission and strategic priorities and creates a positive culture that promotes sportsmanship, ethical conduct, inclusion and a culture of compliance.
- Ensure the Morton College Athletics department, coaches and athletes comply with all NCJAA and IL Skyway Conference; and other national association and conference rules and regulations.
- Handle Title IX Sports compliance issues.
- Supervise and support telling compelling stories in written, video, social media, graphics or other innovative formats in collaboration with the Institutional Advancement team. Lead creative direction of projects, and oversee day-to-day tasks

- Ensure timely completion of tasks and efficiency/effectiveness in overall athletic communications operations.
- Oversee the athletic operation and development of the intramural programs and all athletic facilities.
- Lead the process for addressing complaints and resolving problems within the athletic programs.
- Provide strategic oversight and assist in formulating plans and policies and procedures governing athletic programs.
- Foster a culture that integrates and respects the institution's structure and authority
- Oversee departmental administrative duties, including (but not limited to): insurance coverage; athletic training procedures; facility oversight and scheduling; team transportation and athletic vehicle maintenance; budget preparation/management; conference alignments; and compliance.
- Supervise the Fitness Center manager and Athletic Success Coordinator.
- Implement appropriate strategies and programs to maximize revenue through fundraising, corporate partnerships, and facility rentals.

Other Duties:

- Perform other job related duties as assigned by the Executive Director for Institutional Advancement

Work Environment:

Work is generally performed in an office setting. Some work and supervision will be on the Athletic Fields, Athletic Facility, and Fitness Center. Due to position requirements the Director of Development and Alumni Relations may conduct their work at off-campus sites.

Physical Demands:

Prolonged sitting. Some lifting up to 20 lbs. Some stopping 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 26th day of June 2019 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and Joseph Florio, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Campus Operations and Facilities ("Director of Campus Operations and Facilities" 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 Campus Operations and Facilities 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 Campus Operations and Facilities and be employed as the Director of Campus Operations and Facilities 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 Campus Operations and Facilities 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 Campus Operations and Facilities 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 2019 (the "Commencement Date") and shall continue until the 30th day of June 2022 (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 \$95,000 for Fiscal Year 2019 -2020 (July 1, 2019 -June 30, 2020) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2020.

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 above-mentioned 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. 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 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, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the 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;
- (2) Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
- (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial

disregard of the College's interests or of Employee's duties and obligations to the College;

(4) Chronic absenteeism or tardiness in deliberate violation of a known policy of the College or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence;

(5) A willful and deliberate violation of a standard or regulation of the State of Illinois ("State"), which violation would cause the College to be sanctioned or have a College license or certification suspended by the State;

(6) A violation of a College rule, unless the Employee can demonstrate that:
(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.

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 S. Central Ave
Cicero, IL. 60804
Attn: President's Office

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

If to Employee: Joseph Florio

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]

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 26th day of June, 2019.

Executed:

Stanley S. Fields Ph.D.

Date

Joseph Florio

Date

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 31st day of July 2019 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Brandie Windham** an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean of Arts & Sciences ("Associate Dean of Arts & Sciences" or "Administrator") of the College; and

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

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

WHEREAS, Employee desires to serve as the Associate Dean of Arts & Sciences and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

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

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

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

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

1. **EMPLOYMENT:**

1.1 **Position.** Employee shall serve as the Associate Dean of Arts & Sciences and be employed as the Associate Dean of Arts & Sciences of the College.

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

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

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

2. TERM:

The term of Employee's employment shall commence on the 12th day of August 2019 (the "Commencement Date") and shall continue until the 30th day of June 2021 (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 \$75,000.00 for Fiscal Year 2019 -2020 (July 1, 2019 -June 30, 2020) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2020.

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 above-mentioned 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. 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 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, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the 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;
- (2) Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
- (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;
- (4) Chronic absenteeism or tardiness in deliberate violation of a known policy of the College or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence;

(5) A willful and deliberate violation of a standard or regulation of the State of Illinois ("State"), which violation would cause the College to be sanctioned or have a College license or certification suspended by the State;

(6) A violation of a College rule, unless the Employee can demonstrate that:
(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.

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 S. Central Ave
 Cicero, IL. 60804
 Attn: President's Office

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

If to Employee: Brandie Windham

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]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 31st day of July 2019.

Executed:

Stanley S. Fields Ph.D. Morton College	Date
---	------

Brandie Windham
Employee



Morton College

Job Description

Job Title: Associate Dean of Arts and Sciences

Range: Administrator

Grant-Funded: NA

**Reports to and
Evaluated by:** Associate Provost

**Required
Qualifications:** Master's degree in higher education administration or an academic discipline related to one of the academic disciplines represented in the division. Relevant administrative and teaching experience at the college level. Familiarity with best practices in course scheduling, curriculum development, faculty development, faculty evaluation, union contract implementation, program and institutional accreditation, assessment, budget management, and online program management. Familiarity with personal computers, academic databases, teaching technologies, and office productivity software. The ability to pay attention to detail while executing multiple, time-sensitive projects. Excellent written and interpersonal communication skills. A knowledge of best practices in areas related to student success and the national degree completion agenda. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

**Desirable
Qualifications:** Doctoral degree in higher education or an academic discipline related to one of the academic disciplines represented in the division. Fluency in English and Spanish. Experience working with diverse student populations. Five or more years of administrative experience in higher education. Knowledge of policies and procedures related to the Illinois Community College Board, The Illinois Board of Higher Education, Illinois Articulation Initiative, and The Higher Learning Commission. Experience implementing international education and sustainability initiatives.

Job Summary: Under the supervision of the Associate Provost, the Associate Dean of Arts and Sciences will help division faculty members to implement Morton College's strategic goals. The Associate Dean will support assessment, curriculum development, union contract implementation, student complaint resolution, budget

management, diversity, grant writing, sustainability, and adjunct faculty recruitment, development, and evaluation. The Associate Dean will implement initiatives related to student success, developmental education, and online program education. The Associate Dean will manage grant budgets, provide oversight of the Tutoring Center, and represent the Associate Provost to varied internal and external constituencies.

Essential Job Functions

- Under the supervision of the Associate Provost, collaborate with the academic deans and faculty to create and maintain an online educational program that meets accreditation standards and adheres to the industry's best practices.
- Communicate online education policy and ensure online course integrity.
- Coordinate the academic assessment process.
- Manage the STEM grant budget and work with the Dean of Student Services to provide services essential to STEM.
- Support the implementation of developmental education initiatives.
- Maintain a robust adjunct faculty development, observation, and evaluation plan for the Division, and assist the Associate Provost in the interview process.
- Aid the Associate Provost in supporting the Teaching and Learning Center's varied initiatives.
- Aid the Associate Provost in program review, assessment, and accreditation processes.
- Under the supervision of the Associate Provost, resolve student complaints and grade appeals.
- Support the implementation of student success initiatives, including expanded tutoring and student-success course programming.
- Assist the Associate Provost with budget preparation and daily monitoring of requests for expenditures.
- Use the Human Resource Department software to recruit and hire adjunct faculty.
- Assist the Associate Provost with implementing the guidelines and process involved with college grants.

Other Duties:

- Perform other duties assigned by the Associate Provost

Work Environment:

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

Physical Demands:

Some lifting of approximately 15-20 lbs.

Position Unit:

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

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

Employee_____ **Date**_____