



**Morton College**

**Public Regular Board Meeting**

**Wednesday, August 25, 2021, 11 :00 AM**



## MORTON COLLEGE

### COMMUNITY COLLEGE DISTRICT NO. 527

### COOK COUNTY, ILLINOIS

### Agenda for the Regular Meeting to be held at the Conclusion of the Annual Budget Public Hearing Wednesday, August 25, 2021

Agenda for the Regular Meeting to be held at the Conclusion of the Annual Budget Public Hearing of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Wednesday, August 25, 2021, in the Jedlicka Performing Arts Center, 3801 S. Central Avenue, Cicero, IL 60804.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Citizen Comments

5. Recognition

5.1. The Greater Chicago Food Depository "Pandemic Hero - Thank you."

5.2. National Junior College Athletic Association's All-Academic Team 2020-2021.

6. Reports

6.1. ICCTA - ACCT

7. President's Report

7.1. Strategic Plan

7.2. Strategic Enrollment Plan

7.3. Institutional Advancement

7.4. Capital Improvements

7.5. Higher Learning Commission (HLC)

7.6. Finance Review

8. Consent Agenda

Approval of the Consent Agenda, items may be removed from the Consent Agenda at the request of any one member. Items not removed may be adopted by general consent without debate. Removed items may be taken up either immediately after the Consent Agenda or placed later on the agenda at the discretion of the Board.

8.1. Approval of the Minutes of the Regular Board Meeting held on June 23, 2021.

8.2. Approval and Ratification of Accounts Payable and Payroll for the month of June 2021, in the amount of \$2,584,875.00.



- 8.3. Approval and Ratification of Accounts Payable and Payroll for the month of July 2021, in the amount of \$3,217,311.00, and Budget Transfers, in the amount of \$11,785.00.
- 8.4. Approval of the Monthly Budget Report for fiscal year to date ending in June 2021 to be received and approved.
- 8.5. Approval of the Monthly Budget Report for fiscal year to date ending July 2021 to be received and approved.
- 8.6. Approval of the Treasurer's Report for June 2021 be received and filed for audit.
- 8.7. Approval of the Treasurer's Report for July 2021 be received and filed for audit.
- 8.8. Approval of the resolution adopting the Annual Budget for fiscal year beginning July 1, 2021, and ending June 30, 2022, of the Illinois Community College District No. 527.
- 8.9. Approval of the Morton College fy22 Organizational Chart, effective July 1, 2021.
- 8.10. Approval of the membership renewal with BoardBook Premier Tier 2 Subscription, TASB, Inc, from September 1, 2021, to August 31, 2022, in the amount of \$4,000.00.
- 8.11. Approval of Dr. Stanley Fields continued membership in the Illinois Association of School Administrators (IASA) for fy22, in the amount of \$2,391.33.
- 8.12. Approval of the institutional membership with the Higher Learning Commission (HLC), for fy22, in the amount of \$5,597.40.
- 8.13. Approval of the payment to The Higher Learning Commission (HLC), for the Change/Review Panel Request for approval to initiate distance education to level 3, courses and multiple programs, in the amount of \$975.00.
- 8.14. Approval of the institutional membership with the Association of Community College Trustees (ACCT) for fy22, in the amount of \$3,540.00.
- 8.15. Approval of the reimbursement for Dr. Alison Gehrke, Associate Dean of PTA and Health Sciences, for the Annual American Physical Therapy Association (APTA) membership, in the amount of \$505.00.
- 8.16. Approval of the institutional membership in the Illinois Community College Trustees Association (ICCTA), for fy22, in the amount of \$5,570.00 (1st payment).
- 8.17. Approval of the continued membership with the North East Multi-Regional Training, Inc. (NEMRT) for fy22, in the amount of \$2,755.00.
- 8.18. Approval of the Settlement Agreement Morton College Adjunct Faculty Association, IEA-NEA, Marilyn Craig, V. Morton College Board of Trustees, in the amount of \$2 2,150.50.
- 8.19. Approval of the purchase of ATI NCLEX services to help prepare nursing students to achieve success in the nursing program, and on the NCLEX, for fy22, and fy23, in the amount of \$88,064.00.
- 8.20. Approval of the subscription of ExamSoft to monitor student's testing data in the Health Science Department, in the amount of \$25,644.15, from August 15, 2021, to August 14, 2022.
- 8.21. Approval of the Independent Contract Agreement between Morton Community College District No. 527 and DD's Operations LLC, Facilities/Maintenance, \$35/hour, effective from July 1, 2021, to June 30, 2022.
- 8.22. Approval of the agreement with Ellucian Company LP for the upgrade of the college online application, in the amount of \$26,329.00, funded by HEERF grant funds.

- 8.23. Approval of the resolution adopting a Master Educational Affiliation Agreement between Morton Community College District 527, and Advocate Health and Hospitals Corporation, Advocate North Side Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, Dreyer Clinic, INC., EHS Home Health Care Service, INC., and Meridian Hospice.
- 8.24. Approval of the resolution adopting a Master Education Affiliation Agreement between Morton Community College District 527 and Team Rehabilitation.
- 8.25. Approval of the renewed resolution adopting an Affiliation Agreement between Morton Community College District 527 and Symbria Rehab, Inc.
- 8.26. Approval of the renewal of the Educational Affiliation Agreement between Morton Community College District 527 and Gottlieb Hospital.
- 8.27. Approval of the renewal of the Educational Affiliation Agreement between Morton Community College District 527 and Meadowbrook LaGrange.
- 8.28. Approval of the renewed resolution adopting a Master Educational Affiliation Agreement between Morton Community College District 527 and Marklund.
- 8.29. Approval of the renewal of the Education Affiliation Agreement between Morton Community College District 527 and Olivet Nazarene University.
- 8.30. Approval of the change order No.1 for Tri-Electronics, Inc., in the amount of a credit of \$24,390.00 for the access control and security camera upgrades.
- 8.31. Approval of the change order number 1-2 for Michael Kautz Carpet, in the amount of \$28,077.00.
- 8.32. Approval of the partnership agreement with Berwyn Development Corporation (BDC), in offering marketing and social media outreach internship opportunities for Morton College students.
- 8.33. Approval of the partnership agreement with the National Autonomous University of Mexico (UNAM), to offer Spanish Medical Terminology, Spanish for Dual Language Professionals, Food Manager Certification classes, and a Cooking Demo Event, in the amount not to exceed \$50,000.00 for courses paid from student's registration fees and \$2,000.00 for the Cooking Demo Event.
- 8.34. Approval of the Out-of-State Athletic Travel for the Morton College Women's Volleyball team to Florida, from September 15-19, 2021, with the approximate cost of \$19,100.00.
- 8.35. Approval of the Out-of-State Athletic Travel for the Morton College Men's Soccer team to Michigan, from August 26–29, 2021, with the approximate cost of \$7,900.00.
- 8.36. Approval of the Morton College Social Media Policies and Guidelines Policy presented at the Regular Board Meeting on June 23, 2021.
- 8.37. Approval of the Memorandum of Understanding MOU with WEST40's Senior Plus Program to provide a space for the program to operate on the Morton College Campus.
- 8.38. Approval of the resolution authorizing a Memorandum of Understanding MOU, between Morton College Community College 527 and Latinologues, in the amount of \$20,000.00 per show.
- 8.39. Approval of the Service Agreement between Morton Community College 527 and DisposAll Services, LLC., to provide waste transportation and disposal services, effective March 1, 2021, through March 31, 2024, in the amount of approximately \$24,000.00 annually.
- 8.40. Appointment of Clerk of the Board - Ana Valdez

- 8.41. Approval of the brick knee-wall/backstop proposal for the baseball field from Robert R. Andreas & Sons, Inc., in the amount of \$29,995.00.
- 8.42. Approval of the baseball home and visitor dugouts proposal for the baseball field from Robert R. Andreas & Sons, Inc., in the amount of \$29,995.00.
- 8.43. Approval of the netting proposal for the baseball field backstop from Do-All Fences, Inc, in the amount of \$28,840.00.
- 8.44. Approval of the limestone screening proposal for the Hawthorne Athletic Complex, in the amount of \$29,500.00.
- 8.45. Approval of the lowest responsible bidder for the gymnasium acoustics project to LoDestro Construction Company, in the amount of \$99,000.00.
- 8.46. Approval of the Articulation Agreement between Morton Community College 527 and Benedictine University.
- 8.47. Approval of the payment of \$11,313.00 to Miner & East, Inc., contractors for the STEM Center renovation project, as an adjustment to the original \$130,484.00 approved at the Special Meeting of the Board in July 22, 2020.
- 8.48. Approval of the Separation Agreement between Morton Community College District No. 527 and Melissa Ridyard, Executive Assistant Operations, effective June 28, 2021.
- 8.49. Approval of the Separation Agreement between Morton Community College District No. 527 and Lydia Falbo, Dean of Nursing and Health Services, effective June 28, 2021.
- 8.50. Approval of the Adult Education Adjunct Faculty Stipend Report for the Summer 2021 semester, in the amount of \$81,972.35.
- 8.51. Approval of the Adjunct Faculty Consultation Hours Report for Summer semester 2021, in the amount of \$3,113.35.
- 8.52. Approval of the Compensation Report for adjunct faculty members teaching English, 101, 102, 086, 088, 071, 076, 151, and 152 for the Spring semester 2021, in the amount of \$1,822.97.
- 8.53. Approval of the Differential Pay Report for Faculty, in the amount of \$15,002.13, as submitted, pending additional class cancelations and/or additions.
- 8.54. Approval of the Adjunct Faculty Assignment/Employment Report for Summer semester 2021, in the amount of \$153,570.29, pending additional class cancelations and/or additions.
- 8.55. Approval of Addendum Faculty Overload Report for Summer 2021 semester, in the amount of \$434,457.28.
- 8.56. Approval of a lane change, new salary per the Collective Bargaining Agreement (CBA), for Melissa Stanukinas, Biology Faculty, effective August 23, 2021, in the amount of \$56,620.00.
- 8.57. Approval of the 10% temporary work assignment for Gina Torres, Career Services Coordinator for management of the special project, Guided Pathways, with an effective date of May 22, 2021, through November 30, 2021.
- 8.58. Approval of the 10% temporary work assignment for Michael Brown to be an Administrator to oversee the Dean of Student Services Department with an effective date of August 26, 2021, through November 30, 2021.
- 8.59. Approval of the 10% temporary work assignment for Alison Gehrke to be an Administrator to oversee the Health Science, Nursing, and PTA Departments with an effective start date of August 1, 2021, through November 30, 2021.

8.60. Approval of a 10% temporary work assignment for Karina Bahena in the Dean's Office with an effective start date of July 19, 2021, through September 30, 2021.

8.61. Approval of a 10% temporary work assignment for Patricia Soto to assist the Director of Grants and Compliance with an effective start date of July 12, 2021, through September 30, 2021.

8.62. Approval of the following Facility Use Permits

8.62.1. Real State Institute, Room 106C, Saturdays and Sundays from September 11, 2021, to December 12, 2021.

8.62.2. Peace Office Memorial Foundation of Cook County, Friday, September 10, 2021, from 8-11 AM.

8.63. Approval of an Engagement Letter for legal Services with Del Galdo Law Group, LLC., to represent Morton Community College District 527 and its Board of Trustee as its general counsel, at the rate of \$195.00 per hour for work performed by the attorney, and \$65.00 per work performed by paralegals/legal assistants.

8.64. Approval of Non-Union Compensation and Employment Agreements for fy22, effective July 1, 2021.

8.64.1. Roseanne Aburto, Nursing Lab Support Assistant, \$41,809.95

8.64.2. Amanda Braun, PTA Lab Assistant/Tutor, \$61,260.00.

8.64.3. Michael Brown, Associate Dean of Student Services, \$80,840.23

8.64.4. Mary Buongiorno, Skills Daily Living Program Coordinator, \$64,546.74.

8.64.5. Leilani Cappetta, Administrative Sergeant, \$53,200.23.

8.64.6. Laurie Cashman, Dean of Adult, Careers and Technical Education, \$112,478.63.

8.64.7. Sanyea Ceaser, Grant Accountant, \$65,642.81.

8.64.8. Irina Cline, Director of Community and Continuing Education, \$74,985.75.

8.64.9. Carissa Davis, Director of Financial Aid, \$88,765.74.

8.64.10. Joseph Feulner, Afternoon Sergeant, \$46,113.47.

8.64.11. Stanley Fields, President, \$258,515.87.

8.64.12. Joseph Florio, Director of Campus Operations and Facilities, \$121,287.51.

8.64.13. Alison Gehrke, Associate Dean of PTA and Health Sciences, \$107,205.00.

8.64.14. Michelle Herrera, Associate Dean of Academic Services, \$70,000.00.

8.64.15. Blanca Jara, Vice President of Institutional Advancement, \$130,000.00.

8.64.16. Micheal Kott, Associate Dean of Learning Resources and Performing Arts Center, \$103,342.34.

8.64.17. Dana Kraft, Nurse, \$66,365.00.

8.64.18. David Labno, Tutor, \$47,822.18.

8.64.19. Carolyn Markel, Educational/Retention Specialist, \$69,806.61.

8.64.20. Joanna Martin, Coordinator of Payroll, \$62,162.10.

- 8.64.21. Gabriela Mata, Director of Student Services, \$61,059.83.
- 8.64.22. Keith McLaughlin, Provost and Executive Vice President, \$220,871.34.
- 8.64.23. Kevin McManaman, Assistant Athletic Director, \$56,925.00.
- 8.64.24. Claudia Mosqueda, Associate Dean of Adult and Career Technical Education, \$86,229.58.
- 8.64.25. Jason Nichols, Athletic Director, \$101,430.00.
- 8.64.26. Courtney O'Brien, Director of Admissions and Records/Registrar, \$81,680.00.
- 8.64.27. Itri Papanikolla, Retention/Tutor Specialist, \$62,100.00.
- 8.64.28. Mireya Perez, Chief Financial Officer/Treasurer, \$160,177.57.
- 8.64.29. Suzanna Raigoza, Senior Accountant, \$77,235.32.
- 8.64.30. Liliana Raygoza, Human Resources Support Specialist, \$55,000.00.
- 8.64.31. Charles Michael Rose, Associate Dean of Strategic Initiatives, Adult and Career Technical Education, \$77,625.00.
- 8.64.32. Ruben Ruiz, Chief Information Officer, \$140,921.79.
- 8.64.33. Maria Sanchez-Anderson, Executive Assistant to the President, \$91,305.87.
- 8.64.34. Perla Santoyo, Institutional Advancement Administrative Assistant, \$42,849.00.
- 8.64.35. Julie Steinhaus, Writing Tutor, \$46,429.07.
- 8.64.36. Erin Strauts, Associate Dean of Institutional Effectiveness, \$86,900.00.
- 8.64.37. Erika Tejeda, Director of ACTE Grants and Compliance, \$79,552.39.
- 8.64.38. Michael Traversa, Assistant Manager Fitness Center, \$41,000.00.
- 8.64.39. Scott Ulbrich, System Administrator, \$84,759.40.
- 8.64.40. Ana Valdez, Executive Assistant to the Provost/Board Clerk, \$75,000.00.
- 8.64.41. Marisol Velazquez, Associate Provost, VP of Student Services, \$140,000.00
- 8.64.42. Christopher Wido, Director of Fitness and Nutrition, \$65,000.00.
- 8.64.43. Brandie Windham, Dean of Arts and Sciences, \$90,000.00.
- 8.65. Approval of Full-Time Employment
  - 8.65.1. Vincent Acevez, Chief of Campus Police, \$115,000.00, effective August 16, 2021.
  - 8.65.2. Erin Hernandez, Nursing Faculty, effective August 25, 2021.
- 8.66. Approval of Part-Time Employment
  - 8.66.1. Joan Miller, English Adjunct Instructor, effective August 23, 2021.
  - 8.66.2. Elizabeth Russell, PTA Adjunct Instructor, effective August 23, 2021.
  - 8.66.3. Suzanne Domaracki, PTA Adjunct Instructor, effective August 23, 2021.
  - 8.66.4. Judith Ortega, Nursing Adjunct Instructor, effective September 4, 2021.
  - 8.66.5. Angela Violante, Nursing Adjunct Instructor, effective August 23, 2021.

8.66.6. Mary Beth Hutches, Nursing Adjunct Instructor, effective August 23, 2021.

8.66.7. Cesar Ortega, Automotive Technology Adjunct Instructor, effective August 23, 2021.

8.66.8. Robert Kloss, English Adjunct Instructor, effective August 23, 2021.

8.66.9. Jermaine Reed, English Adjunct Instructor, effective August 23, 2021.

8.66.10. Michael Kott, Humanities Adjunct Instructor, effective August 23, 2021.

8.66.11. Jennifer Rogoz, Nursing Adjunct Instructor, effective August 25, 2021.

8.66.12. Alexa Herrera, Institutional Advancement Department Student Aid, effective August 30, 2021.

8.66.13. Kelly Valencia, Tutor, \$11.00 per hour, effective August 26, 2021.

#### 8.67. Approval of Transfer Employment

8.67.1. Liliana Raygoza, Human Resource Support Specialist, \$55,000.00, effective August 16, 2021.

8.67.2. Michelle Herrera, Associate Dean of Academic Services, \$70,000.00, effective July 14, 2021.

#### 8.68. Approval of New Job Descriptions

8.68.1. Cannabis Dispensary Technician: Cannabis and the Law

8.68.2. Student Aide for Institutional Advancement

8.68.3. Associate Dean of Nursing and Nursing Programs

#### 8.69. Approval of Updated Job Descriptions

8.69.1. Allied Health/Director of Physical Therapy Assistant Program.

8.69.2. Executive Assistant to the President

8.69.3. Assistant Nutrition Center Manager

8.69.4. Chief Financial Officer/Treasurer (CFO)

8.69.5. Adult Education Data and Enrollment Specialist

8.69.6. Associate Dean of Institutional Effectiveness

8.69.7. Coordinator of Payroll

8.69.8. Vice President of Institutional Advancement

8.69.9. Human Resources Support Specialist

8.69.10. Systems Administrator

8.69.11. Adjunct Faculty - Early Childhood Education

8.69.12. Chief of Campus Police

#### 8.70. Approval of Resignations

8.70.1. Debra Kupec, Health Careers Specialist, effective June 21, 2021.

8.70.2. Kay Matthews, ECE Adjunct Instructor, effective June 29, 2021.

8.70.3. Erica Munoz, Human Resources Service Aide, effective July 6, 2021.

8.70.4. Marlena Avalos-Thompson, Associate Dean of Academic Services, effective July 15, 2021.

8.70.5. Sally Caicedo, AE Data and Enrollment Specialist, effective July 26, 2021.

8.70.6. Jacqueline Monroy, Cashier PM, effective July 29, 2021.

8.70.7. John W. Warren, Music Faculty, effective August 10, 2021.

8.70.8. Maria Jimenez, COVID Screening/Greeter, July 22, 2021.

8.70.9. Karen Nava, Part-Time Student Success Coach, effective July 29, 2021.

8.70.10. Jennifer Reft, PTA Faculty, effective August 13, 2021.

8.70.11. Nicholas Belcaster, General Maintenance, effective August 2, 2021.

8.70.12. Yvis Vargas, Service Aide, effective July 27, 2021.

8.70.13. Jeff Folker, Custodial Supervisor, effective August 29, 2021.

#### 8.71. Approval of Retirement

8.71.1. Maynard Hirsch, Adjunct Instructor, effective August 5, 2021.

8.71.2. Steven Ginley, Speech Instructor, effective August 15, 2021.

#### 9. Adjournment



**Board Meeting**  
**August 25, 2021**  
**11:00 a.m.**







**MORTON COLLEGE**

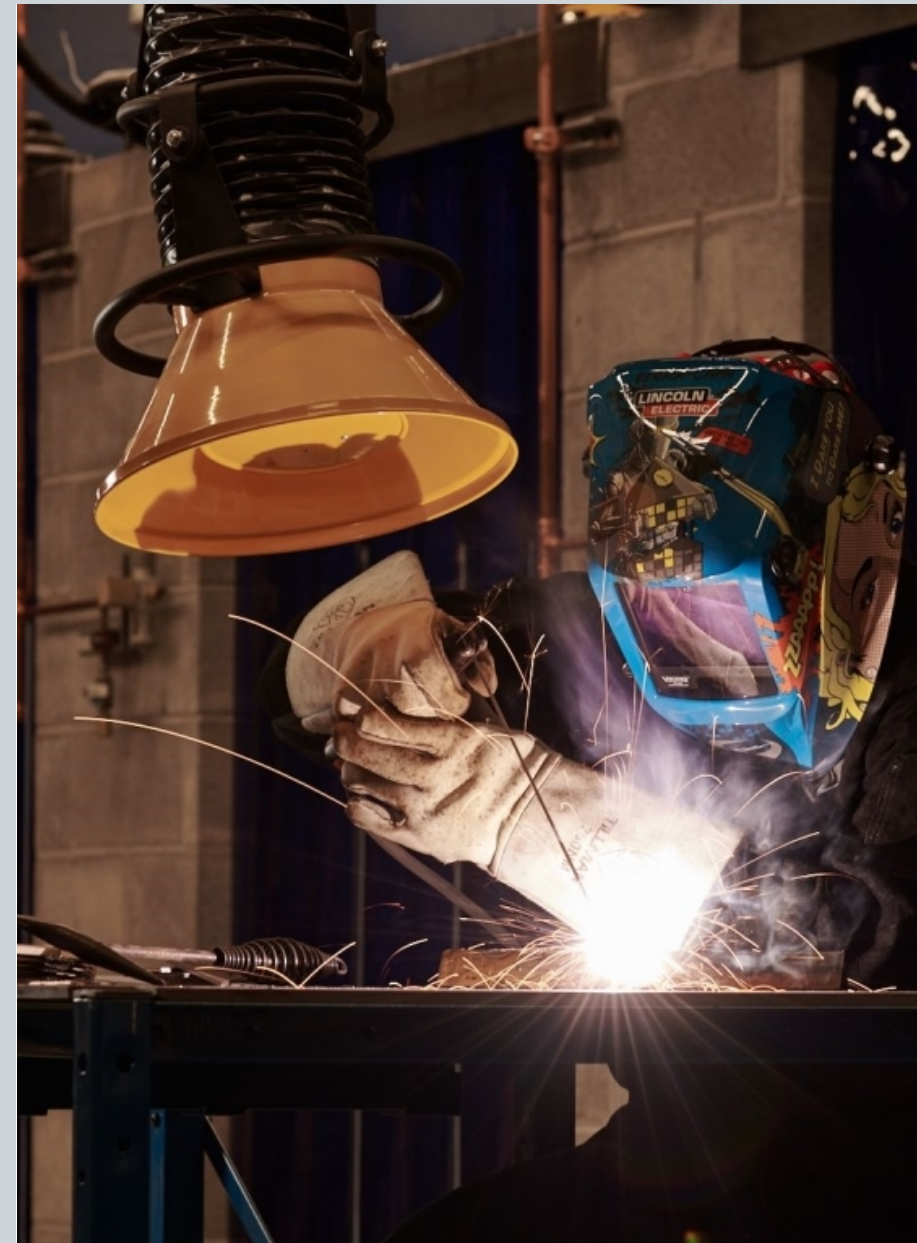
# **Welding Certificate Program**

**Amanda Young**



# Program Highlights

- *21 students enrolled across 6 classes for a total of 51 duplicated student registrations*
- *\$9000 in scholarships awarded from the American Welding Society in 2021*
- *3 instructors, all American Welding Society Certified Welding Inspectors, Certified Welding Educators, and certified welders*
- *Adjunct Dave Viar is AWS Chicago Chairman, Amanda Young is the board secretary*





# ***3 of 5 scholarship winners with Welding Instructor Amanda Young***

*Questions?*  
*E-mail Amanda L. Young*  
*[amanda.young@morton.edu](mailto:amanda.young@morton.edu)*



MORTON COLLEGE

# *Enrollment Update*

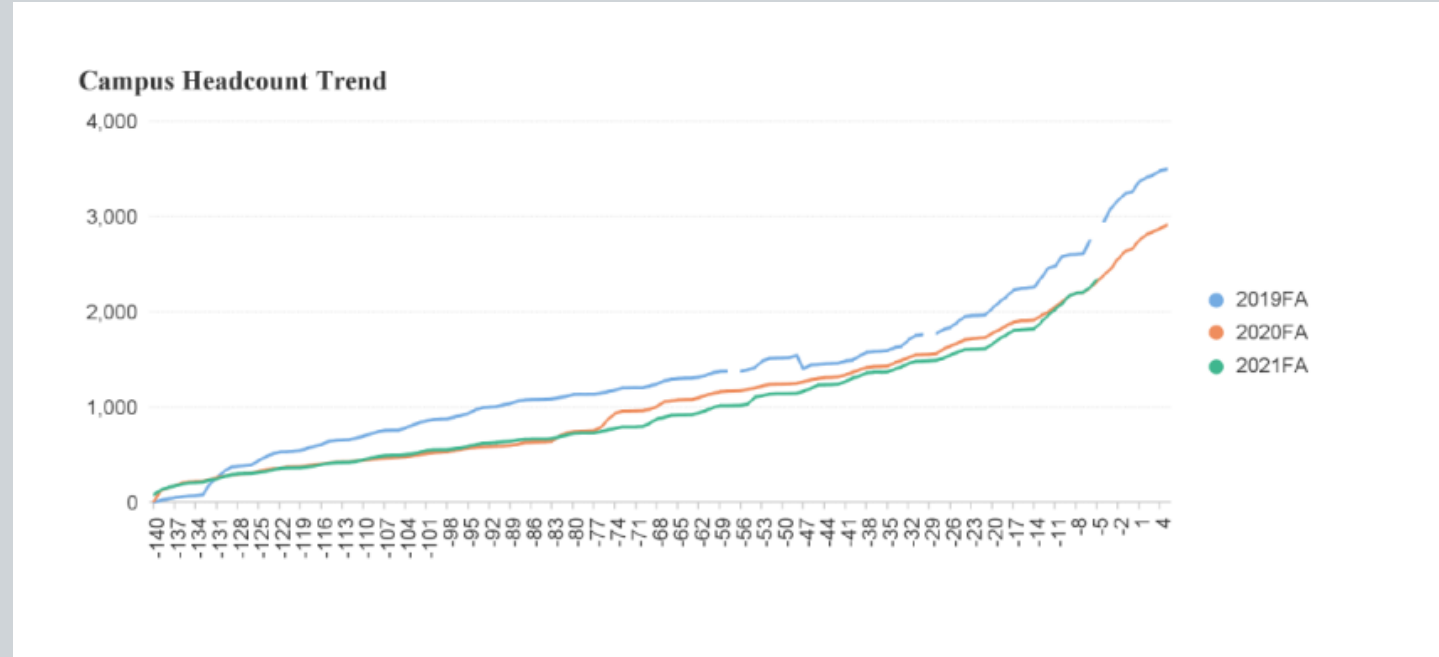


# Fall 2021 Snapshot Report

As Wednesday, August 18,  
Fall 2021 semester

**+1%** more students are enrolled  
compared to the same time last year.

The number of enrolled credit hours  
is **+3%** credits higher compared to the  
same time last year.



*\*These reports exclude Adult Education  
enrollment.*



# Fall 2021 Snapshot Report: Student Type

This year, new students are more likely to be full-time than they were in the past.

Continuing students are slightly less likely to be full-time than before.

New student registration has increased to recover half of the losses from 2019 to 2020.

Continuing student registration has reached parity with last year.

Student Type	FT/PT	2021FA as of 8/18/21	2020FA as of 8/18/20	2019FA as of 8/18/19
Continuing	Full Time	593	668	853
Continuing	Part Time	1207	1145	1390
Starting New in Fall	Full Time	242	154	199
Starting New in Fall	Part Time	270	304	359
Starting New in Summer	Full Time	8	8	12
Starting New in Summer	Part Time	21	17	34

# Fall 2021 Snapshot Report

## The top enrolled subjects are:

English (999 seats/registrations)

Math (757 seats)

Biology (485 seats)

Nursing (467 seats)

Psychology (388 seats)

Business (375 seats)

Music (262 seats)

Early Childhood Education (244 seats)

Law (231 seats)

Speech (208 seats) & PTA (208 seats)

## The top enrolled classes are:

ENG-101 (409 seats)

PSY-101 (272 seats)

ENG-102 (227 seats)

SPE-101 (208 seats)

MAT-105 (193 seats)

SOC-100 (170 seats)

ENG-088 (162 seats)

BIO-102 (151 seats)

MUS-100 (136 seats)

NUR-200 level (136 seats each)

# Fall 2021 Snapshot Report

The subjects that have seen the most growth since last year at this time are

## Music

52% increase registration compared to same time last year.

2021FA: 262 seats, 777 credit hours

2020FA: 172 seats, 506 credit hours

2019FA: 180 seats, 515 credit hours

## HVA

51% increase registration compared to same time last year.

2021FA: 80 seats, 240 credit hours

2020FA: 53 seats, 159 credit hours

2019FA: 67 seats, 201 credit hours

## Welding

292% increase, program has grown since its first year of 13 registrations to 51 registrations.



*THANK YOU !!!*





# **Institutional Advancement Community and Continuing Education**



# STEAMers CAMP 2021



# MULTI-LEVEL CAREER TRAINING



**CDL PROGRAM**  
MANUAL OR AUTOMATIC TRANSMISSIONS

**COMMERCIAL  
DRIVER'S LICENSE**

**REGISTER NOW!**

**MEC 004**

**AM Cohorts: M/T/Th/Sat 7AM-1PM**  
**PM Cohorts: M/T/Th 4-8PM, Sat 7AM-2PM**

\*WIOA and self-funded options available  
\*Veterans who qualify for Post 9/11 (Chapter 33) GI Bill qualify for tuition payments up to 100%

For more information contact [irina.cline@morton.edu](mailto:irina.cline@morton.edu) or  
708-656-8000 x 2383

**Morton.edu**



**DISTRICT 201**  
**J. STERLING MORTON**  
**HIGH SCHOOL**





# Community Programming

**COMMUNITY  
RUN/WALK**

**Creating a culture of movement**

**SATURDAY, AUGUST 28 @10AM**  
MORTON COLLEGE, VAIS GYMNASIUM




**ANDALE 150**  
MORTON COLLEGE

To register: [www.bit.ly/andale150run](http://www.bit.ly/andale150run)

For more information email:  
[andale150min@gmail.com](mailto:andale150min@gmail.com)

AIM FOR AT LEAST  
**150 MINUTES  
PER WEEK**  
OF MODERATE INTENSITY ACTIVITY



**ANDALE 150**  
MORTON COLLEGE

TO START YOUR FITNESS JOURNEY, REGISTER FOR  
COMMUNITY WALK/RUN AT [BIT.LY/ANDALE150RUN](http://BIT.LY/ANDALE150RUN)  
FOR MORE INFORMATION EMAIL: [ANDALE150MIN@GMAIL.COM](mailto:ANDALE150MIN@GMAIL.COM)

**MC**  
MORTON COLLEGE

**HOW MUCH PHYSICAL  
ACTIVITY DO YOU NEED?**



**Fit in 150+**  
Get at least 150 minutes per week of  
moderate intensity activity

 <p><b>PHYSICAL BENEFITS OF MOVEMENT</b></p> <ul style="list-style-type: none"><li>• Weight management</li><li>• Diabetes control</li><li>• A healthier heart</li></ul>	 <p><b>SOCIAL BENEFITS OF MOVEMENT</b></p> <ul style="list-style-type: none"><li>• It builds self-confidence.</li><li>• It develops bonds with other people.</li></ul>
 <p><b>MENTAL BENEFITS OF MOVEMENT</b></p> <ul style="list-style-type: none"><li>• Improves mood</li><li>• Improves concentration</li><li>• Reduces stress</li></ul>	 <p><b>START ENGAGING IN MOVEMENT</b></p> <ul style="list-style-type: none"><li>• Set fitness goals</li><li>• Create exercise plans</li><li>• Follow a healthy meal plan</li><li>• Create incentives</li></ul>

**ANDALE 150**  
MORTON COLLEGE

To start your fitness journey, register for  
Community Walk Run at [www.bit.ly/andale150run](http://www.bit.ly/andale150run)

For more information email:  
[andale150min@gmail.com](mailto:andale150min@gmail.com)

# PARTNERSHIPS

A flyer for a Social Media Internship at Morton College. The background is a blurred image of a hand holding a smartphone with social media icons. The text is overlaid in white boxes with orange and blue accents.

**MC STUDENTS WANTED**

## **SOCIAL MEDIA INTERNSHIP**

- ✓ Support local businesses
- ✓ Gain professional experience
- ✓ Receive tuition assistance

FOR MORE INFO CONTACT  
IRINA CLINE  
708.656.8000 X 2383 | [IRINA.CLINE@MORTON.EDU](mailto:IRINA.CLINE@MORTON.EDU)

**MORTON *MC* COLLEGE**

**Morton.edu**

# OUTREACH




## Morton College/CCC Highs School Committee Workshop

**PRESENTERS:**  
 Claudia Mosqueda, Associate Dean of Adult and Career Technical Education  
[claudia.mosqueda@morton.edu](mailto:claudia.mosqueda@morton.edu)

Michael Rose, Associate Dean for Strategic Initiatives, Adult and Career Technical Education  
[michael.rose@morton.edu](mailto:michael.rose@morton.edu)

Irina Cline, Director of Community and Continuing Education  
[Irina.Cline@morton.edu](mailto:Irina.Cline@morton.edu)





- Join us to discover the variety of opportunities in Adult Education at Morton College.
- Begin to set your goals to learn English through our ESL and English conversation classes.
- Find out how to attain your High School Equivalency Certificate ("GED"). Classes to prepare you for the exam are offered in both English & Spanish.
- Learn about our upcoming Citizenship courses.
- Take part in our Next Step transition programs which help bridge the gap from Adult Education to College.
- Discover the variety of certificate programs available.
- Find out the next steps on how to be a part of the Morton College Community!

Registration link:  
<http://forms.gle/XVmqf7rLhMx3meA>

English  
Spanish
Wednesday July 21, 2021
11am - 12pm

## NATIONAL DOWN SYNDROME CONGRESS VIRTUAL CONVENTION JUNE 21-26, 2021



# COLLEGE FAIR



A COLLABORATION OF NDSC AND THINK COLLEGE

SPONSORED BY





## Cicero Virtual Resource Fair

The Health and Safety Committee is inviting you to learn about the resources in the community and how to access services. Join us on our Virtual Resource Fair to learn more and be informed.

**SATURDAY, JUNE 12TH, 2021  
AT 10AM-12PM**

Register for the event using this QR code



\*Live streaming on Zoom\*  
<https://rb.gy/wd7Jbp>

THE HEALTH & SAFETY COMMITTEE THANKS OUR PARTNERS



[www.cicero.org/mortoncommunitycollaborative.org](http://www.cicero.org/mortoncommunitycollaborative.org)

For more information contact: Vanessa Melgosa or Celia Pantoja: [vmelgosa@corazoncs.org](mailto:vmelgosa@corazoncs.org)



## OUR MISSION

To enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service and lifelong learning.



## REGISTRATION

**Office of Admissions & Records:**  
Building B, 1st floor or  
email [admissions@morton.edu](mailto:admissions@morton.edu)

**Online:**  
<http://web-adv.morton.edu>  
Select Community Service Self-Service  
Insert Course Code

**For more information:**  
Irina Cline,  
Director of Community and  
Continuing Education  
[irina.cline@morton.edu](mailto:irina.cline@morton.edu)  
708.656.8000 X 2383



**MORTON COLLEGE**  
COMMUNITY AND CONTINUING  
EDUCATION

## FALL 2021

Morton College  
3801 S. Central Avenue  
Cicero, IL 60804  
708.656.8000  
[www.morton.edu](http://www.morton.edu)

## COMMUNITY & CONTINUING EDUCATION



[Morton.edu](http://Morton.edu)







THANK YOU !!





**MORTON COLLEGE**

# Capital Improvements



# Campus Hallways

Before Renovation





# Campus Hallways

After Renovation



**THANK YOU !!**





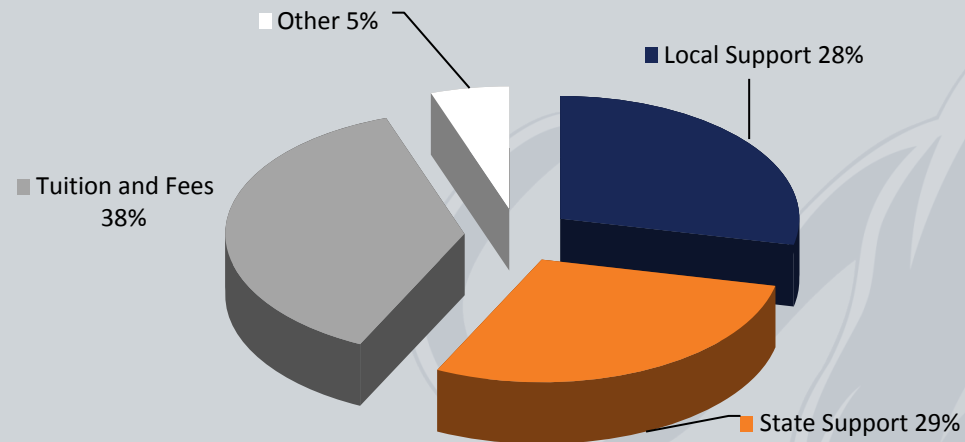
**MORTON COLLEGE**

# **Morton College Annual Budget Fiscal Year 2022**



## FISCAL YEAR 2022 OPERATING FUND REVENUES BY SOURCE

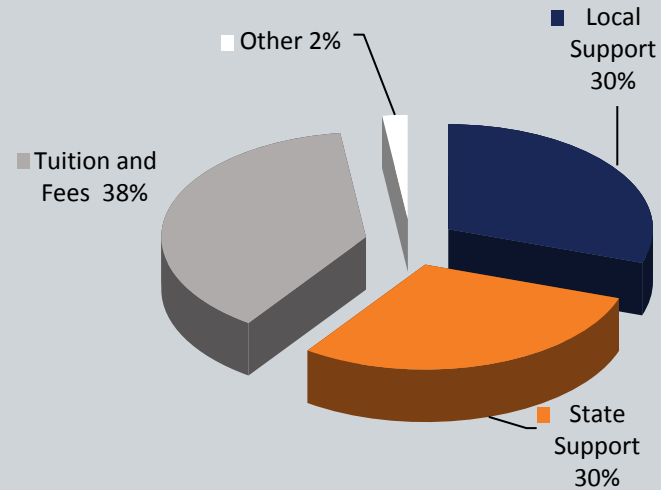
FUNDING SOURCE	EDUCATION FUND	O&M FUND	TOTAL OPERATING REVENUES
LOCAL SUPPORT	\$7,649,000	\$1,498,600	\$9,147,600
STATE SUPPORT	7,794,605	1,400,000	9,194,605
TUITION AND FEES	12,041,804	-	12,041,804
OTHER	<u>1,642,300</u>	<u>29,000</u>	<u>1,671,300</u>
TOTAL REVENUES	\$29,127,709	\$2,927,600	\$32,055,309



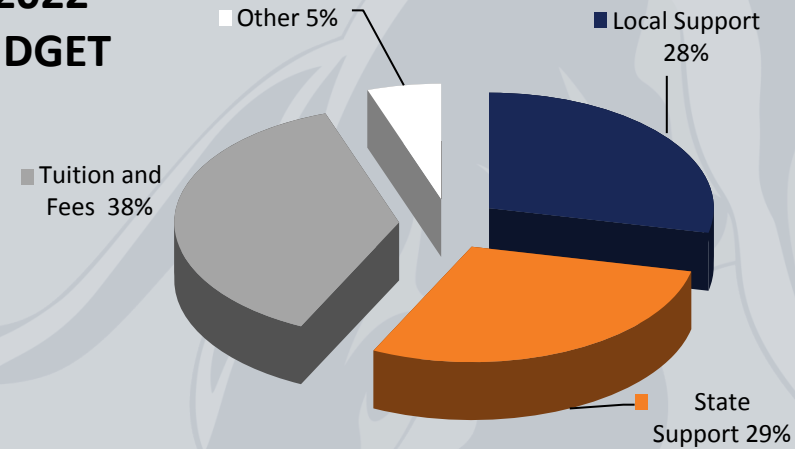
# FISCAL YEAR 2022 OPERATING FUND REVENUES BY SOURCE FISCAL YEARS 2021 AND 2022

FUNDING SOURCE	FY2021 BUDGET	FY2022 BUDGET	PERCENTAGE INCREASE/ DECREASE
LOCAL SUPPORT	\$9,012,192	\$9,147,600	1%
STATE SUPPORT	8,834,605	9,164,605	3%
TUITION AND FEES	11,421,306	12,041,804	5%
OTHER	<u>562,300</u>	<u>1,671,300</u>	<b>297%</b>
TOTAL REVENUES	<u><b>\$29,830,403</b></u>	<u><b>\$32,055,309</b></u>	<b>7.4%</b>

## FY2021 BUDGET



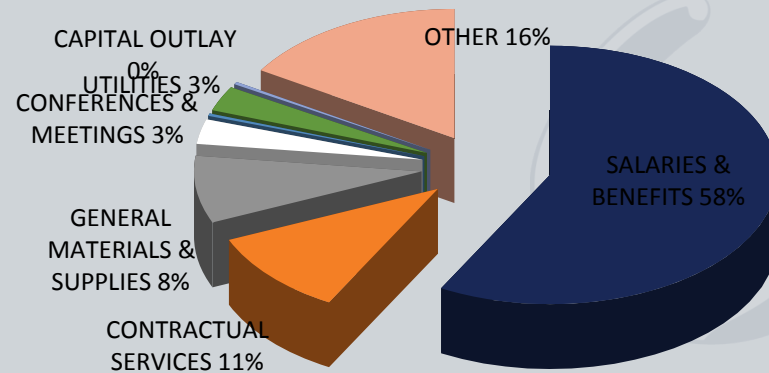
## FY2022 BUDGET





## FISCAL YEAR 2022 OPERATING FUND EXPENDITURES BY OBJECT

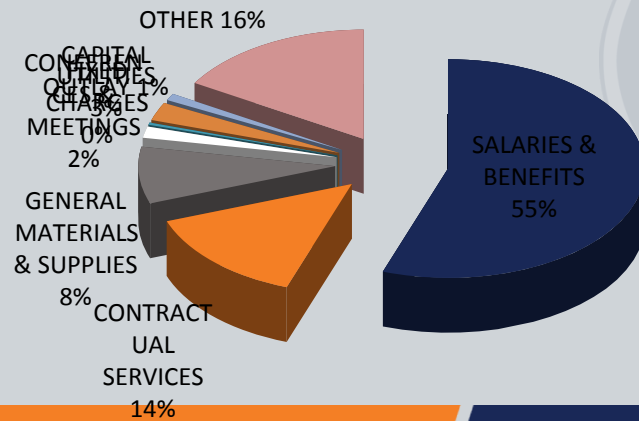
OBJECT	EDUCATION FUND	O&M FUND	TOTAL OPERATING EXPENDITURES
SALARIES & BENEFITS	\$17,184,444	\$1,466,065	\$18,602,155
CONTRACTUAL SERVICES	3,000,500	418,000	3,418,500
GENERAL MATERIALS & SUPPLIES	2,519,980	194,500	2,664,480
CONFERENCES & MEETINGS	596,785	6,500	603,285
FIXED CHARGES	131,000	-	131,000
UTILITIES	-	770,000	770,000
CAPITAL OUTLAY	-	62,000	62,000
OTHER	<u>5,695,000</u>	<u>10,000</u>	5,185,000
<b>TOTAL EXPENDITURES</b>	<b><u>\$29,127,709</u></b>	<b><u>\$2,927,065</u></b>	<b>\$32,054,774</b>



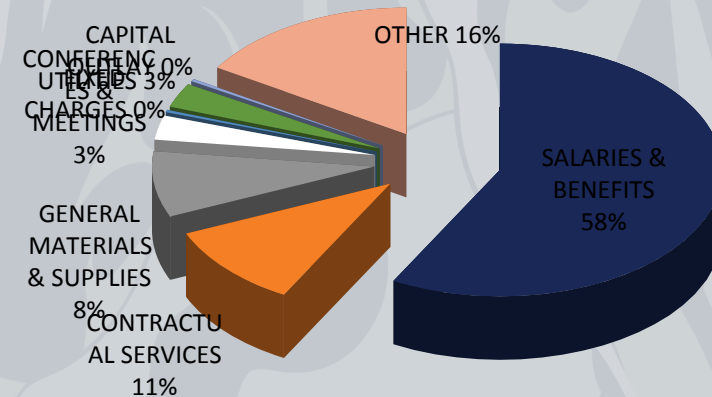
# FISCAL YEAR 2022 OPERATING FUND EXPENDITURES BY OBJECT FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	\$16,534,251	\$18,602,155	12%
CONTRACTUAL SERVICES	4,170,000	3,418,500	-19%
GENERAL MATERIALS & SUPPLIES	2,520,820	2,664,480	5%
CONFERENCES & MEETINGS	500,575	603,285	20%
FIXED CHARGES	111,500	131,000	17%
UTILITIES	770,000	770,000	0%
CAPITAL OUTLAY	329,000	62,000	-82%
OTHER	<u>4,892,167</u>	<u>5,185,000</u>	6%
<b>TOTAL EXPENDITURES</b>	<b><u>\$29,828,313</u></b>	<b><u>\$32,054,774</u></b>	7.5%

FY2021  
Budget



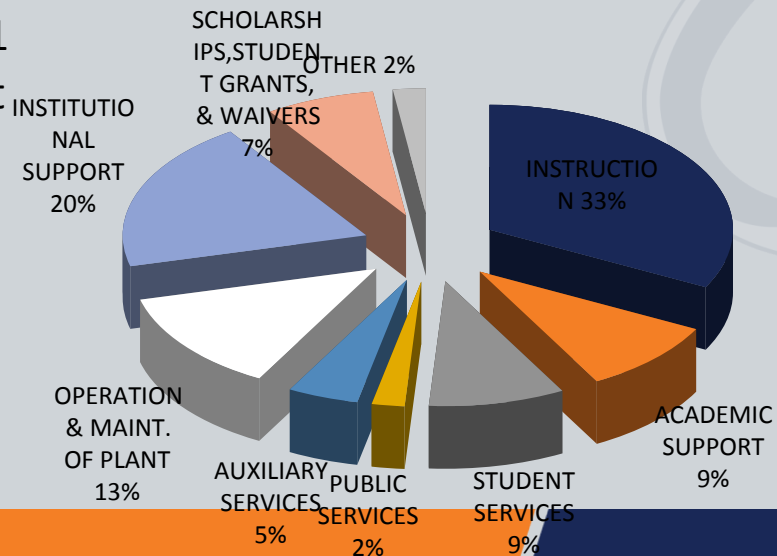
FY2022  
Budget



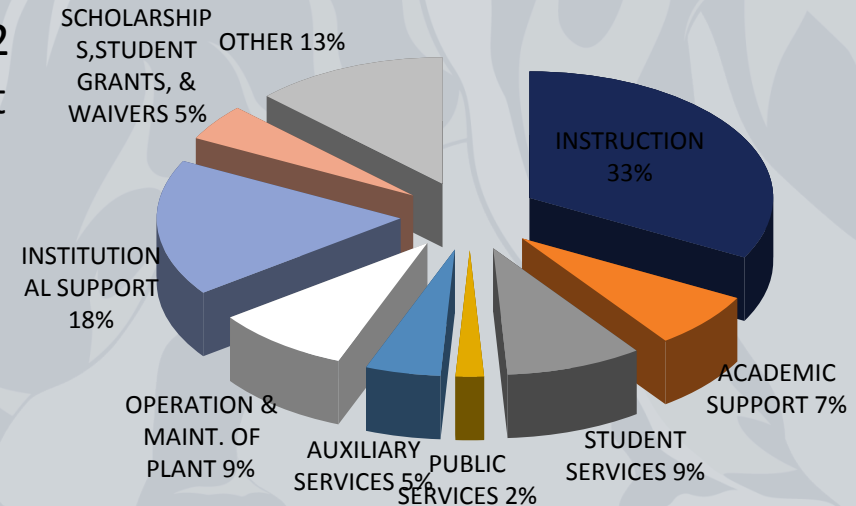
# FISCAL YEAR 2022 OPERATING FUND EXPENDITURES BY PROGRAM FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
INSTRUCTION	\$9,015,897	\$10,470,886	16%
ACADEMIC SUPPORT	2,573,208	2,257,456	-12%
STUDENT SERVICES	2,509,217	2,924,317	16%
PUBLIC SERVICE	631,122	554,419	-12%
AUXILIARY SERVICES	1,284,809	1,580,451	23%
OPERATION & MAINT. OF PLANT	3,609,557	2,927,065	-19%
INSTITUTIONAL SUPPORT	5,368,336	5,592,826	4%
SCHOLARSHIPS, STUDENT GRANTS, & WAIVERS	2,029,000	1,529,000	-25%
OTHER	<u>2,807,167</u>	<u>4,130,000</u>	47%
<b>TOTAL EXPENDITURES</b>	<b><u>\$29,828,313</u></b>	<b><u>\$32,054,774</u></b>	7.5%

**FY2021  
Budget**



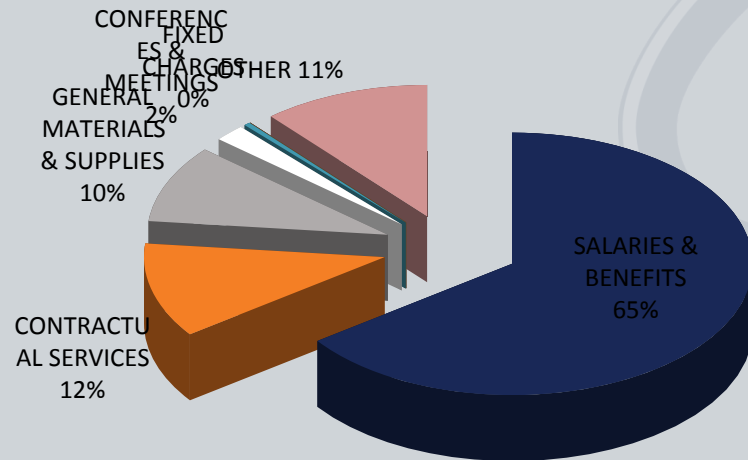
**FY2022  
Budget**



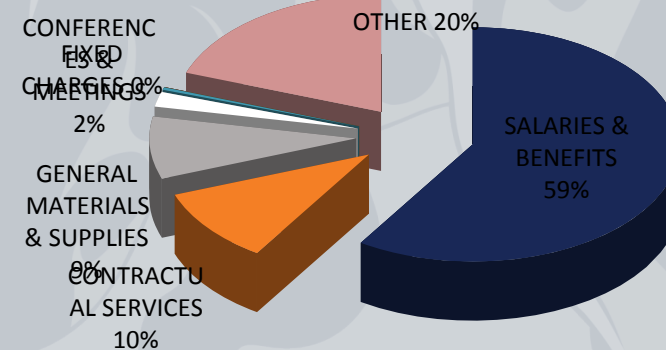
# FISCAL YEAR 2022 EDUCATION FUND EXPENDITURES BY OBJECT FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	\$15,612,694	\$17,184,444	10%
CONTRACTUAL SERVICES	2,797,000	3,000,500	7%
GENERAL MATERIALS & SUPPLIES	2,321,320	2,519,980	8%
CONFERENCES & MEETINGS	494,075	596,785	21%
FIXED CHARGES	111,500	131,000	17%
CAPITAL OUTLAY	-	-	0%
OTHER	<u>4,882,167</u>	<u>5,695,000</u>	17%
<b>TOTAL EXPENDITURES</b>	<b><u>\$26,218,756</u></b>	<b><u>\$29,127,709</u></b>	<b>11%</b>

FY2021  
Budget



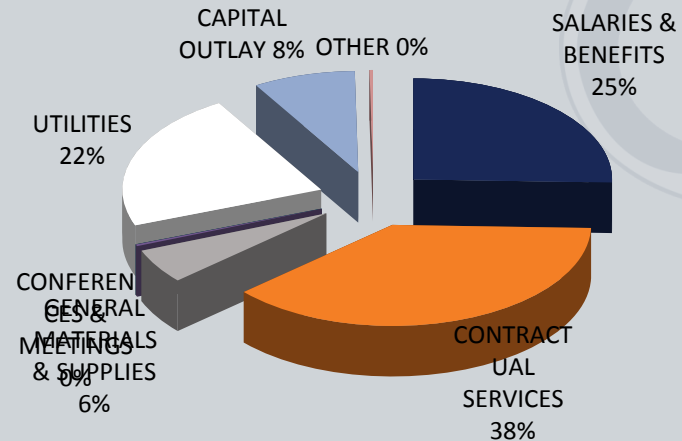
FY2022  
Budget



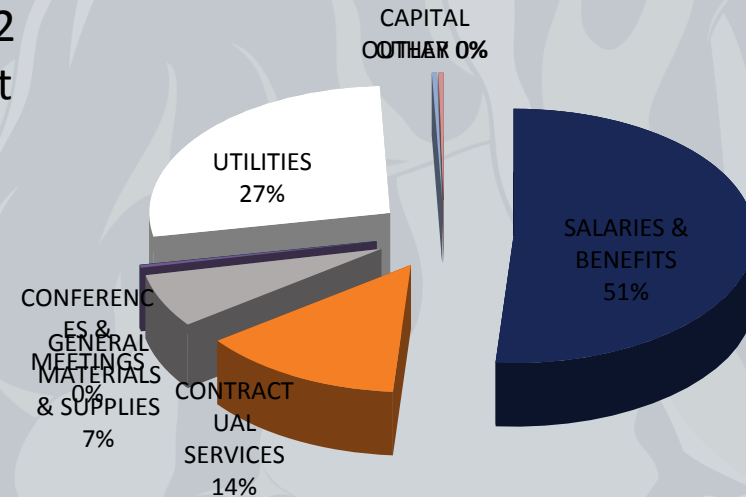
# FISCAL YEAR 2022 O&M FUND EXPENDITURES BY OBJECT FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	\$921,557	\$1,466,065	59%
CONTRACTUAL SERVICES	1,373,000	418,000	-30%
GENERAL MATERIALS & SUPPLIES	199,500	194,500	-3%
CONFERENCES & MEETINGS	6,500	6,500	0%
UTILITIES	770,000	770,000	0%
CAPITAL OUTLAY	329,000	62,000	-80%
OTHER	<u>10,000</u>	<u>10,000</u>	<u>0%</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$3,609,557</u></b>	<b><u>\$2,927,065</u></b>	<b><u>-22%</u></b>

FY2021  
Budget



FY2022  
Budget



**MORTON COMMUNITY COLLEGE DISTRICT #527**  
**SCHEDULE OF REVENUES, EXPENDITURES, & CHANGES IN FUND BALANCES (SUMMARY)**  
**Year Ending June 30, 2022**  
**(in dollars)**

	General		Special Revenue		Debt Service	Capital Projects		
		Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	Total
	Education							
Budgeted Revenues	29,127,709	2,927,600	30,018,195	72,950	811,916	675,628	2,866,308	66,500,306
Budgeted Other Financing Sources	-	-	-	-	-	-	3,500,000	3,500,000
Total Revenues and Other Financing Sources	29,127,709	2,927,600	30,018,195	72,950	811,916	675,628	6,366,308	70,000,306
Budgeted Expenditures	(25,627,709)	(2,927,065)	(30,018,195)	(81,600)	(1,227,500)	(646,575)	(6,366,308)	(66,894,952)
Other Financing Uses	(3,500,000)	-	-	-	-	-	-	(3,500,000)
Total Expenditures and Other Financing Uses	(29,127,709)	(2,927,065)	(30,018,195)	(81,600)	(1,227,500)	(646,575)	(6,366,308)	(70,394,952)
Excess of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	-	535	-	(8,650)	(415,584)	29,053	-	(394,646)
Fund Balance July 1, 2021 (estimated)	20,322,180	3,438,511	-	103,570	403,524	252,088	1,067,445	25,587,318
Fund Balance June 30, 2022 (estimated)	\$ 20,322,180	\$ 3,439,046	\$ -	\$ 94,920	\$ (12,060)	\$ 281,141	\$ 1,067,445	\$ 25,192,672

# FY22 Projects by Fund

## Education Fund

- Cannabis Program
- Paramedic Program

## Restricted Purpose Fund

- HEERF III Funding
  - Upgrade HVAC units/filtering system
  - Upgrade IT Equipment
  - Technology equipment for One-Stop Center
  - Technology equipment for classrooms
  - Scholarships/Grants for students

# FY22 Projects by Fund

## Operations and Maintenance Restricted Fund

- Capital Development Grant
  - Exterior upgrades and walkways
  - Facilities building
  - Building E ADA upgrades
  
- One Stop Student Services Center





**MORTON COLLEGE**

**Morton College**

**[www.morton.edu](http://www.morton.edu)**

**3801 S. Central Avenue,  
Cicero, Illinois 60804**





**MORTON COLLEGE**

**Board Meeting  
August 25, 2021  
11:00 a.m.**



# Minutes of the Regular Meeting

Wednesday, June 23, 2021

The Board of Trustees

Morton College

---

## 1. Call to Order

A Regular Meeting of the Board of Trustees of Morton College was held Wednesday, June 23, 2021, beginning at 11:03 AM in person at the Morton College Jedlicka Performing Arts Center, located at 3801 South, Central Ave, Cicero, Illinois.

## 2. Pledge of Allegiance

People present recited the Pledge of Allegiance.

## 3. Roll Call

### **Present:**

Frances F. Reitz, Trustee  
Anthony Martinucci, Trustee  
Jose Collazo, Trustee  
Susan Banks, Trustee  
Susan Grazinni, Trustee  
Charles, Hernandez, Trustee  
Oscar, Montiel, Trustee

**Absent:** None

### **Also Present:**

Dr. Stan Fields, President  
Michael DelGaldo, Attorney

## 4. Citizen Comments     None

## 5. Recognition

### 5.1. Jim O'Connell - Skyway 2020 Hall of Fame Lifetime Achievement

Blanca Jara, Executive Director of Institutional Advancement presented the Skyway 2020 Hall of Fame Lifetime Achievement Award on behalf of the Illinois Skyway Collegiate Conference to Jim O'Connell.

## 6. Reports

6.1. ICCTA – ACCT     None

## 7. President's Report

### 7.1. Strategic Plan

Keith McLaughlin, the Provost, presented Marisol Velazquez, Associate Provost & VP of Student Services, to give an update on Student Services Enrollment Initiatives. Marisol talked about the Panther Balance Forgiveness Grant Initiative, supported by CARES Fund Grant, and covers up to \$1,000.00 in late fees. The Morton East and West High Schools Graduates Startup Scholarship for \$1,000.00 in tuition and fees. Students don't have to fill out any forms or applications. All they need to do is to enroll by July 31, 2021.

### 7.2. Strategic Enrollment Plan

Marisol Velazquez, Associate Provost & VP of Student Services, commented on the following strategic enrollment strategies. Summer 2021; On June 16, Summer 2021 semester, 5% more students were enrolled compared to the same time last year. The number of enrolled credit hours was 2% more credits higher than the previous year. 11% of summer registration was on campus, and 89% of summer registration was online. Decision Day was on June 14, 2021, and targeted new incoming students. Students who registered for the Fall Semester and used the #MortonCollegeBound entered a raffle. The winners had their presents delivered to their homes by Morton College's staff and Stan Fields, President of the Morton College.

### 7.3. Institutional Advancement

Blanca Jara gave an update on the College's marketing and Institutional Advancement. She commented on the partnership with different College departments to support all the social media engagement and activities on Morton College Campus. Blanca reported social media being a solid platform for the College with 10,000 reactions, comments and shared thought platforms that drive traffic to the College's website. Blanca commented on the first read of the social media Board policy on the agenda for today's meeting. She stated that the policy would help narrow down and focus on ensuring our collaboration to the College's marketing will be the same throughout the college campus. The policy will help to continue strengthening an essential part of posting communications and social media best practices.

Blanca introduced Perla Santoyo to provide an update on Marketing. Perla reported on the Billboard Campaign. She stated that the college platform had about 500,000 impressions per week, and Stevenson's billboard gave us about 300,000 impressions. Perla also commented on another marketing strategic called GEO Fencing. She explained that GEO Fencing is a mobile campaign to target specific ZIP codes. The Panther Newsletter is a biweekly newsletter, which provides updates and events information around the campus. We have also included links to different departments.

### 7.4. Capital Improvements

Joe Florio reported on the Campus Bathrooms Project and showed some pictures of the before and after the renovation on other bathrooms around the MC campus.

#### 7.5. Higher Learning Commission (HLC)

Keith McLaughlin commented that The HLC focus visit is scheduled for September 14 and 15, 2021. The visit will be in person on campus rather than virtual. Keith also reminded and encouraged the trustees to attend the Association of Governing Boards AGB, Trustees Retreat scheduled for July 14 from 10 am to 3 pm. Rick Legon will be the retreat facilitator. He asked the trustees to be ready, read the reading materials sent to them, and be present and prepared to work with the a strong workforce.

#### 7.6. Finance Review

Mireya Perez commented on the May finance report on Operating Fund Revenues and Expenditures, Education Fund Expenditures, and reported on the FY22 Tentative Budget.

#### 8. Consent Agenda

Trustee Martinucci made a motion to establish the Consent Agenda, which includes Agenda items 8.0 to 8.26.1, as listed below.

Trustee Collazo seconded the motion

Ayes: Trustees, Collazo, Banks, Grazzini, Hernandez, Martinucci, Montiel, Reitz.

Nays: None      Absent: None

Motion Carried

Trustee Martinucci made a motion to approve the Consent Agenda, which includes Agenda items 8.0 to 8.26.1, as listed below.

Trustee Collazo seconded the motion

Ayes: Trustees, Collazo, Banks, Grazzini, Hernandez, Martinucci, Montiel, Reitz.

Nays: None      Absent: None

Motion Carried

8.1. Approval of the Minutes of the Regular Board Meeting held on May 26, 2021.

8.2. Approval and Ratification of Accounts Payable and Payroll the month of May 2021, in the amount of \$2,592,008.00, and a Budget Transfer in the amount of \$139,020.00, as submitted.

8.3. Approval of the Monthly Budget Report for fiscal year to date ending in May 2021 to be received and approved as submitted.

8.4. Approval of the Treasurer's Report for May 2021 to be received and filed for audit, as submitted.

8.5. Approval of the continued annual membership for the Illinois Green Economy Network (IGEN), in the amount of \$10,000.00, as submitted.

8.6. Approval of the purchase of a virtual dissecting table for the Biology Department, from Anatomage Inc. a sole source vendor, in the amount of \$81,625.00, funded by CARES Grant.

8.7. Approval of the purchase of nursing equipment from DiaMedical USA, a member of The Interlocal Purchasing System (TIPS), in the amount of \$103,633.19, funded by CARES Grant.

- 8.8. Approval of the purchase of furniture for the theater commons from KI, in the amount not to exceed \$25,000.00, as submitted.
- 8.9. Approval of the purchase of furniture for the Athletics Department from KI, in the amount not to exceed \$35,000.00, as submitted.
- 8.10. Approval of the first reading of the Morton College Social Media Policies and Guidelines Policy.
- 8.11. Approval of the public display of the Tentative Annual Budget for fy22 and the accompanying Public Notice.
- 8.12. Approval of the Berwyn Development Corporation Tier 6; Trustee Membership, effective from February 9, 2021, to February 9, 2022, in the amount of \$2,000.00, as submitted.
- 8.13. Approval and ratification of the Morton College Student Government Association Budget for fy21, in the amount of \$65,300.00, as submitted.
- 8.14. Approval of the Henry Schein invoice, for the purchase of athletic training room supplies for the gymnasium renovation, Building E in 2020, in the amount of \$39,761.37, as submitted.
- 8.15. Approval of the Overload Employment Report for the Summer semester 2021, in the amount of \$403,560.16, as submitted, pending additional class cancellations and/or additions.
- 8.16. Approval of the Adjunct Faculty Assignment/Employment Report for Summer semester 2021, in the amount of \$144,229.85 as submitted, pending additional class cancellations and/or additions.
- 8.17. Approval of the continued annual membership with Higher Education Recruitment Consortium (HERC), in the amount of \$3,350.00, as submitted.
- 8.18. Approval of the curriculum and price updates for the Commercial Driver's License (CDL) Program offered in a partnership with All Pro Truck Driving School LLC (ALL PRO), in the amount of \$130,000.00 per each cohort. The CDL program is paid from the student registration cost collected by Morton College.
- 8.19. Approval of the maintenance agreement renewals with Ellucian Partner for various components of the Enterprise Resource Planning system for fy22, in the amount of \$431,250.00, as submitted.
- 8.20. Approval of the re-classification of four staff employees, effective July 1, 2021, as submitted.
- 8.21. Approval of Full-Time Employment
- 8.21.1. Anayeli Fuentes, Human Resources Generalist, \$63,000.00, effective June 28, 2021.
  - 8.21.2. Juhelia Thompson, Psychology Faculty, effective August 16, 2021.
  - 8.21.3. Myeisha Grady, Speech Faculty, effective August 16, 2021.
  - 8.21.4. Marisol Velazquez, Associate Provost VP of Student Services, \$140,000.00, effective July 1, 2021.
- 8.22. Approval of Part-Time Employment
- 8.22.1. Allan Tomnitz, Welding Adjunct Instructor, effective June 14, 2021.
  - 8.22.2. David Viar, Welding Adjunct Instructor, effective June 14, 2021.
  - 8.22.3. Sherie DeDore, Paralegal Adjunct Instructor, effective August 16, 2021.



8.22.4. Iris Chavira, Paralegal Adjunct Instructor, effective August 16, 2021.

8.23. Approval of New Job Descriptions

8.23.1. Graphic and Website Service Aide

8.23.2. Alumni Relations Coordinator

8.23.3. Financial Aid Clerk

8.24. Approval of Updated Job Descriptions

8.24.1. Two Student Aides for Institutional Advancement

8.24.2. Director of Development

8.24.3. Adjunct Instructor Automotive Technology

8.25. Approval of Resignations

8.25.1. Andy Avalos, Multimedia Student Aide, effective May 20, 2021.

8.25.2. Debra Kupec, Health Careers Support, effective June 21, 2021

8.25.3. Wendy Vega-Huezo, Sr. Associate Director of Human Resources, Training and Development, effective June 11, 2021.

8.26. Approval of Termination

8.26.1. Jocelyn Turner, English Adjunct Instructor, effective June 8, 2021.

9. The next meeting of the Board will be a Special Meeting on July 14, 2021, from 10:00 AM to 3:00 PM at the Chew Chew Restaurant in Riverside, IL, for the purpose of holding a Board Retreat with Mr. Richard Legon, Sr. Consultant, Association of Governing Board in Colleges and Universities and to conduct a Board Self-Evaluation.

10. Adjournment

Trustee Martinucci moved to adjourn the Special Organization Meeting of the Board.

Trustee Collazo seconded the motion.

All were in favor. Motion carried

The meeting was adjourned at 12:45 PM

---

Frances Reitz  
Board Chair

---

Jose Collazo  
Board Secretary

**From:** [Suzanna Raigoza](#)  
**To:** [Board Materials](#)  
**Subject:** Action Item 8.1 for 8/25/2021 Board Meeting  
**Date:** Tuesday, August 17, 2021 11:11:02 AM  
**Attachments:** [Board AS Totals 6.30.21.pdf](#)  
[Check Register 6.30.21.pdf](#)  
[Over 10k JUN 2021.pdf](#)

---

**Propose Action:** THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JUNE 2021 IN THE AMOUNT OF \$2,584,875 AND BUDGET TRANSFERS IN THE AMOUNT OF \$0 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

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BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of June 2021, be approved and/or ratified in the amount of \$2,584,875 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	06/30/2021	940,984
Payroll	06/15/2021	736,365
Payroll	06/30/2021	717,393
Student Refunds	06/30/2021	<u>190,133</u>
		2,584,875

O&M Restricted Fund (03)

Cash Disbursements -		
Monthly	06/30/2021	<u>0</u>
TOTAL ALL FUNDS		<u>\$2,584,875</u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$0 be approved as outlined on the attached Journal No. 0 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 25th day of August by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

15 Jul 2021  
11:27

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 1

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098698	06/03/21	Recon	0192109	Mrs. Sanyea J. Ceaser	V0147064	06/02/21		425.00		425.00
								425.00		425.00
0098699	06/03/21	Recon	0209257	Illinois Public Risk Fun	V0147067	06/02/21		54,483.00		54,483.00
								54,483.00		54,483.00
0098700	06/03/21	Recon	0205567	Ms. Courtney O'Brien	V0146841	05/19/21		150.00		150.00
								150.00		150.00
0098701	06/03/21	Recon	0000848	Ms. Nicole M. Pullia	V0147066	06/02/21		76.76		76.76
								76.76		76.76
0098702	06/03/21	Recon	0041753	Ms Daiana N. Quiroga-Nev	V0146888	05/26/21		750.00		750.00
								750.00		750.00
0098703	06/03/21	Recon	0169721	Will County Treasurer	V0147028	05/27/21		48.00		48.00
								48.00		48.00
0098720	06/09/21	Outst	0000781	Ms. Sandra Barajas	V0141215	02/04/21		488.13		488.13
					V0147070	06/03/21		117.52		117.52
								605.65		605.65
0098721	06/09/21	Recon	0000995	Bureau Water/Sewer Town	V0147097	06/09/21		191.34		191.34
					V0147098	06/09/21		405.74		405.74
					V0147099	06/09/21		440.27		440.27
					V0147100	06/09/21		191.34		191.34
					V0147101	06/09/21		191.34		191.34
					V0147102	06/09/21		164.29		164.29
								1,584.32		1,584.32
0098722	06/09/21	Recon	0001895	Delta Dental of Illinois	V0147079	06/07/21		9,331.71		9,331.71
					V0147080	06/07/21		928.94		928.94
								10,260.65		10,260.65
0098723	06/09/21	Recon	0195025	Mr. Jason R. Edgar	V0147087	06/08/21		108.00		108.00
								108.00		108.00
0098724	06/09/21	Recon	0202383	Flexible Benefit Service	V0147088	06/08/21		360.00		360.00
								360.00		360.00

Page 2

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098725	06/09/21	Recon	0205401	Glen Heffernan	V0139497	12/09/20		409.42		409.42
								409.42		409.42
0098726	06/09/21	Recon	0180391	Bryan M. Lilisa	V0146889	05/26/21		45.00		45.00
								45.00		45.00
0098727	06/09/21	Recon	0195021	Mrs. Gordana Ostojic	V0147094	06/08/21		269.61		269.61
								269.61		269.61
0098728	06/09/21	Recon	0000820	Ms. Tsonka I. Pencheva	V0147071	06/03/21		208.95		208.95
								208.95		208.95
0098729	06/09/21	Outst	0023656	Tania L. Tulian	V0146890	05/26/21		45.00		45.00
								45.00		45.00
0098730	06/09/21	Recon	0001390	Unum Life Ins Co of Amer	V0147081	06/07/21		104.90		104.90
								104.90		104.90
0098731	06/09/21	Recon	0055604	Ana L. Valdez	V0147082	06/07/21		133.28		133.28
								133.28		133.28
0098732	06/09/21	Recon	0001327	Vision Service Plan	V0147026	05/27/21		1,710.08		1,710.08
								1,710.08		1,710.08
0098737	06/15/21	Outst	0001422	CCCTU-Cope Fund	V0147128	06/15/21		124.00		124.00
								124.00		124.00
0098738	06/15/21	Recon	0001374	College & University Cre	V0147130	06/15/21		200.00		200.00
								200.00		200.00
0098739	06/15/21	Recon	0001371	Colonial Life & Accident	V0147131	06/15/21		12.00		12.00
								12.00		12.00
0098740	06/15/21	Recon	0191845	Metropolitan Alliance of	V0147132	06/15/21		280.00		280.00
								280.00		280.00
0098741	06/15/21	Outst	0101061	Morton College Faculty	V0147129	06/15/21		4.13		4.13
								4.13		4.13

15 Jul 2021  
11:27

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 3

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098742	06/15/21	Outst	0001372	Morton College Teachers	V0147134	06/15/21		1,670.09		1,670.09
								1,670.09		1,670.09
0098743	06/15/21	Outst	0001372	Morton College Teachers	V0147133	06/15/21		2,557.34		2,557.34
								2,557.34		2,557.34
0098744	06/15/21	Outst	0001513	SEIU Local 73 Cope	V0147136	06/15/21		8.00		8.00
								8.00		8.00
0098745	06/15/21	Recon	0001373	Service Employees Intl U	V0147137	06/15/21		430.88		430.88
								430.88		430.88
0098746	06/15/21	Recon	0001563	State Disbursement Unit	V0147138	06/15/21		120.86		120.86
					V0147139	06/15/21		1,032.57		1,032.57
								1,153.43		1,153.43
0098747	06/15/21	Recon	0001161	State Univ Retirement Sy	V0147140	06/15/21		78,333.31		78,333.31
								78,333.31		78,333.31
0098748	06/15/21	Recon	0190089	3OE Solutions	V0147182	06/14/21	B0003715	4,333.00		4,333.00
								4,333.00		4,333.00
0098749	06/15/21	Recon	0013221	4IMPRINT	V0147266	06/15/21	P0010179	821.35		821.35
								821.35		821.35
0098750	06/15/21	Recon	0190802	All-Types Elevators Inc	V0147153	06/14/21	B0003454	548.00		548.00
								548.00		548.00
0098751	06/15/21	Recon	0208384	Altorfer Industries Inc.	V0147167	06/14/21	B0003923	895.00		895.00
					V0147168	06/14/21	B0003923	866.00		866.00
					V0147169	06/14/21	B0003923	167.00		167.00
					V0147170	06/14/21	B0003923	167.00		167.00
								2,095.00		2,095.00
0098752	06/15/21	Recon	0188188	Amazon Capital Services	V0147152	06/14/21	B0003704	999.87		999.87
					V0147166	06/14/21	B0003568	61.92		61.92
					V0147174	06/14/21	B0003818	519.78		519.78
					V0147241	06/15/21		160.39		-160.39
					V0147243	06/15/21	B0003818	91.38		91.38



15 Jul 2021  
11:27

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 4

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0147247	06/15/21	P0010139	790.80		790.80
					V0147248	06/15/21	P0010139	926.76		926.76
					V0147250	06/15/21	P0010171	811.70		811.70
					V0147251	06/15/21	P0010198	396.80		396.80
					V0147252	06/15/21	P0010200	618.28		618.28
					V0147254	06/15/21	P0010198	391.24		391.24
					V0147255	06/15/21	P0010198	160.33		160.33
					V0147279	06/15/21	P0010235	131.92		131.92
					V0147285	06/15/21	P0010238	177.39		177.39
								5,917.78		5,917.78
0098753	06/15/21	Recon	0000977	Apple, Inc.	V0147143	06/14/21	B0003891	54.00		54.00
					V0147158	06/14/21	B0003891	2,458.00		2,458.00
					V0147281	06/15/21	P0010111	237.00		237.00
					V0147282	06/15/21	P0010111	80,410.00		80,410.00
					V0147283	06/15/21	P0010111	1,197.00		1,197.00
					V0147284	06/15/21	P0010111	4,671.00		4,671.00
								89,027.00		89,027.00
0098754	06/15/21	Recon	0198820	Asure Software	V0147238	06/15/21	B0003584	100.50		100.50
								100.50		100.50
0098755	06/15/21	Recon	0000973	AT&T	V0147226	06/15/21	B0003430	1,619.95		1,619.95
								1,619.95		1,619.95
0098756	06/15/21	Recon	0001953	AT&T Mobility	V0147141	06/14/21	B0003468	143.65		143.65
								143.65		143.65
0098757	06/15/21	Recon	0166207	BSA	V0147242	06/15/21	B0003470	256.98		256.98
								256.98		256.98
0098758	06/15/21	Recon	0206652	Cajan Laundry II, LLC	V0147261	06/15/21	P0010259	70.00		70.00
								70.00		70.00
0098759	06/15/21	Recon	0001593	CDW-Government, Inc	V0147268	06/15/21	P0010114	1,590.00		1,590.00
					V0147269	06/15/21	P0010118	433.19		433.19
								2,023.19		2,023.19
0098760	06/15/21	Recon	0209352	Certified Laboratories	V0147122	06/14/21	B0003919	618.63		618.63
					V0147179	06/14/21	B0003919	402.70		402.70
								1,021.33		1,021.33

15 Jul 2021  
11:27

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 5

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098761	06/15/21	Recon	0000961	Chicago Communication LL	V0147312	06/15/21	P0010202	350.00		350.00
								350.00		350.00
0098762	06/15/21	Recon	0001675	Chronicle of Higher Educ	V0147274	06/15/21	P0010255	3,000.00		3,000.00
								3,000.00		3,000.00
0098763	06/15/21	Recon	0001195	Cintas Corporation	V0147209	06/15/21	B0003462	176.65		176.65
								176.65		176.65
0098764	06/15/21	Outst	0001195	Cintas Corporation	V0147173	06/14/21	B0003438	206.30		206.30
								206.30		206.30
0098765	06/15/21	Recon	0201853	Club Automation, LLC	V0147145	06/14/21	B0003597	872.92		872.92
								872.92		872.92
0098766	06/15/21	Recon	0001752	Comcast	V0147214	06/15/21	B0003489	177.67		177.67
								177.67		177.67
0098767	06/15/21	Recon	0001013	ComEd	V0147119	06/14/21	B0003460	14,041.71		14,041.71
								14,041.71		14,041.71
0098768	06/15/21	Recon	0209459	Cornerstone Government A	V0147301	06/15/21	P0010283	14,000.00		14,000.00
								14,000.00		14,000.00
0098769	06/15/21	Recon	0007779	CUPA-HR	V0147276	06/15/21	P0010257	1,265.00		1,265.00
								1,265.00		1,265.00
0098770	06/15/21	Outst	0001676	Del Galdo Law Group, LLC	V0147235	06/15/21	B0003528	17,670.37		17,670.37
								17,670.37		17,670.37
0098771	06/15/21	Recon	0182724	Dyopath LLC	V0147234	06/15/21	B0003445	7,750.00		7,750.00
								7,750.00		7,750.00
0098772	06/15/21	Recon	0204809	ECS Midwest, LLC	V0147237	06/15/21	B0003877	6,500.00		6,500.00
								6,500.00		6,500.00
0098773	06/15/21	Recon	0205067	Effectv	V0147292	06/15/21	P0010278	1,178.75		1,178.75
					V0147293	06/15/21	P0010277	420.00		420.00

15 Jul 2021  
11:27

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 6

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0147295	06/15/21	P0010275	210.00		210.00
					V0147296	06/15/21	P0010274	335.08		335.08
					V0147297	06/15/21	P0010273	990.00		990.00
					V0147298	06/15/21	P0010272	1,153.00		1,153.00
					V0147299	06/15/21	P0010279	390.08		390.08
								4,676.91		4,676.91
0098774	06/15/21	Recon	0002185	Ellucian Inc.	V0147211	06/15/21	B0003926	372.75		372.75
					V0147212	06/15/21	B0003926	875.00		875.00
								1,247.75		1,247.75
0098775	06/15/21	Recon	0001029	Fed Ex	V0147121	06/14/21	B0003527	8.63		8.63
					V0147177	06/14/21	B0003527	15.96		15.96
					V0147178	06/14/21	B0003527	41.21		41.21
								65.80		65.80
0098776	06/15/21	Recon	0157592	First Communications	V0147213	06/15/21	B0003433	995.63		995.63
								995.63		995.63
0098777	06/15/21	Recon	0001034	Flinn Scientific Inc	V0147256	06/15/21	P0010192	984.84		984.84
								984.84		984.84
0098778	06/15/21	Recon	0192360	Fusion Cloud Services, L	V0147176	06/14/21	B0003516	2,523.99		2,523.99
								2,523.99		2,523.99
0098779	06/15/21	Recon	0201760	Garvey's Office Products	V0147244	06/15/21	P0010119	500.40		500.40
					V0147245	06/15/21	P0010120	119.88		119.88
								620.28		620.28
0098780	06/15/21	Recon	0205972	Gas Plus DBA Buddy Bear	V0147208	06/15/21	B0003864	107.94		107.94
								107.94		107.94
0098781	06/15/21	Recon	0001047	Grainger Inc.	V0147263	06/15/21	P0010131	585.42		585.42
								585.42		585.42
0098782	06/15/21	Recon	0205565	The Graphic Edge, LLC	V0147159	06/14/21	B0003924	7,414.40		7,414.40
					V0147160	06/14/21	B0003924	3,966.60		3,966.60
					V0147161	06/14/21	B0003924	2,055.42		2,055.42
					V0147162	06/14/21	B0003924	987.47		987.47
					V0147258	06/15/21	P0010232	239.85		239.85
								14,663.74		14,663.74

15 Jul 2021  
11:27

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 7

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098783	06/15/21	Recon	0001381	Home Depot/GECF	V0147229	06/15/21	B0003802	161.69		161.69
					V0147230	06/15/21	B0003802	98.75		98.75
					V0147231	06/15/21	B0003802	53.21		53.21
					V0147232	06/15/21	B0003802	450.57		450.57
								764.22		764.22
0098784	06/15/21	Recon	0001068	ILLCO, Inc.	V0147144	06/14/21	B0003828	370.51		370.51
					V0147149	06/14/21	B0003828	17.96		17.96
					V0147172	06/14/21	B0003828	42.27-		-42.27
					V0147239	06/15/21	B0003828	66.63		66.63
								412.83		412.83
0098785	06/15/21	Recon	0001647	Iron Mountain	V0147236	06/15/21	B0003465	599.20		599.20
								599.20		599.20
0098786	06/15/21	Recon	0001030	JC Licht, LLC	V0147156	06/14/21	B0003446	42.15		42.15
								42.15		42.15
0098787	06/15/21	Recon	0001077	Johnstone Supply Co	V0147155	06/14/21	B0003921	32.99		32.99
								32.99		32.99
0098788	06/15/21	Recon	0001775	Jostens	V0147147	06/14/21	B0003805	18.32		18.32
					V0147267	06/15/21	B0003518	127.72		127.72
					V0147303	06/15/21	P0010281	139.20		139.20
								285.24		285.24
0098789	06/15/21	Void	0001890	Konica Minolta Bus Solut						
0098790	06/15/21	Recon	0002233	Konica Minolta Premier F	V0147191	06/14/21	B0003890	197.00		197.00
								197.00		197.00
0098791	06/15/21	Recon	0002233	Konica Minolta Premier F	V0147186	06/14/21	B0003890	140.00		140.00
								140.00		140.00
0098792	06/15/21	Recon	0002233	Konica Minolta Premier F	V0147187	06/14/21	B0003890	2,897.00		2,897.00
								2,897.00		2,897.00
0098793	06/15/21	Recon	0002233	Konica Minolta Premier F	V0147188	06/14/21	B0003890	131.43		131.43
								131.43		131.43

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 8

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098794	06/15/21	Recon	0002233	Konica Minolta Premier F	V0147189	06/14/21	B0003890	451.00		451.00
								451.00		451.00
0098795	06/15/21	Recon	0002233	Konica Minolta Premier F	V0147190	06/14/21	B0003890	332.61		332.61
								332.61		332.61
0098796	06/15/21	Recon	0209013	LabStrong Corp	V0147257	06/15/21	P0010107	2,706.89		2,706.89
								2,706.89		2,706.89
0098797	06/15/21	Recon	0188162	Lake County Press	V0147309	06/15/21	P0010260	5,904.00		5,904.00
					V0147310	06/15/21	P0010258	1,670.00		1,670.00
								7,574.00		7,574.00
0098798	06/15/21	Recon	0001082	Lakeshore Learning Mater	V0147277	06/15/21	P0010161	847.59		847.59
					V0147280	06/15/21	P0010160	147.91		147.91
								995.50		995.50
0098799	06/15/21	Recon	0183185	Latpro, Inc	V0147275	06/15/21	P0010256	5,500.00		5,500.00
								5,500.00		5,500.00
0098800	06/15/21	Recon	0155951	Magna Publications, Inc.	V0147308	06/15/21	P0010285	4,944.00		4,944.00
								4,944.00		4,944.00
0098801	06/15/21	Recon	0003320	Matco Tools	V0147265	06/15/21	P0010227	692.97		692.97
								692.97		692.97
0098802	06/15/21	Outst	0001812	Max Sports LLC	V0147260	06/15/21	P0010237	27,272.50		27,272.50
								27,272.50		27,272.50
0098803	06/15/21	Recon	0001105	NASFAA	V0147286	06/15/21	P0010241	2,550.00		2,550.00
								2,550.00		2,550.00
0098804	06/15/21	Outst	0001617	O.C. Tanner	V0147146	06/14/21	B0003849	305.26		305.26
								305.26		305.26
0098805	06/15/21	Recon	0199908	Occupational Health Cent	V0147262	06/15/21	P0010240	157.00		157.00
								157.00		157.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 9

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098806	06/15/21	Recon	0208913	Outfront Media LLC	V0147123	06/14/21	B0003875	1,400.00		1,400.00
					V0147124	06/14/21	B0003875	2,296.00		2,296.00
					V0147125	06/14/21	B0003875	232.80		232.80
					V0147183	06/14/21	B0003875	3,272.00		3,272.00
								7,200.80		7,200.80
0098807	06/15/21	Recon	0002406	Paisans Pizza	V0147272	06/15/21	P0010242	164.33		164.33
					V0147273	06/15/21	P0010243	336.33		336.33
					V0147278	06/15/21	P0010244	460.00		460.00
					V0147304	06/15/21	P0010268	548.50		548.50
					V0147305	06/15/21	P0010269	600.00		600.00
					V0147306	06/15/21	P0010262	425.00		425.00
					V0147307	06/15/21	P0010261	1,875.00		1,875.00
								4,409.16		4,409.16
0098808	06/15/21	Recon	0001128	Pasco Scientific	V0147270	06/15/21	P0010113	751.00		751.00
								751.00		751.00
0098809	06/15/21	Recon	0200642	Service Sanitation, Inc.	V0147127	06/14/21	B0003912	995.00		995.00
								995.00		995.00
0098810	06/15/21	Recon	0001967	Shaw Media	V0147126	06/14/21	B0003534	1,199.00		1,199.00
								1,199.00		1,199.00
0098811	06/15/21	Recon	0000965	Sigma-Aldrich Inc	V0147249	06/15/21	P0010133	334.41		334.41
								334.41		334.41
0098812	06/15/21	Recon	0208071	Signature Transportation	V0147259	06/15/21	P0010233	1,200.00		1,200.00
								1,200.00		1,200.00
0098813	06/15/21	Recon	0001156	Smithereen Exterminating	V0147184	06/14/21	B0003437	170.00		170.00
								170.00		170.00
0098814	06/15/21	Recon	0158956	Sound Incorporated	V0147271	06/15/21	P0010239	995.00		995.00
								995.00		995.00
0098815	06/15/21	Recon	0157227	Staples Advantage	V0147151	06/14/21	B0003906	4.99		4.99
					V0147171	06/14/21	B0003908	399.99		399.99
								404.98		404.98



15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 10

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098816	06/15/21	Outst	0001454	Superior Awards	V0147302	06/15/21	P0010282	150.00		150.00
								150.00		150.00
0098817	06/15/21	Recon	0155715	Technology Management Re	V0147148	06/14/21	B0003442	1,141.05		1,141.05
								1,141.05		1,141.05
0098818	06/15/21	Recon	0202319	Toad Code, Inc.	V0147287	06/15/21	P0010254	870.00		870.00
					V0147288	06/15/21	P0010253	725.00		725.00
					V0147289	06/15/21	P0010252	725.00		725.00
					V0147291	06/15/21	P0010251	507.50		507.50
								2,827.50		2,827.50
0098819	06/15/21	Recon	0002594	Training Concepts, Inc.	V0147311	06/15/21	P0009922	999.20		999.20
								999.20		999.20
0098820	06/15/21	Recon	0000974	Verizon Wireless	V0147180	06/14/21	B0003431	29.10		29.10
								29.10		29.10
0098821	06/15/21	Recon	0208912	View Chicago LLC	V0147142	06/14/21	B0003874	2,000.00		2,000.00
								2,000.00		2,000.00
0098822	06/15/21	Recon	0001406	Wex Bank	V0147227	06/15/21	B0003488	1,696.48		1,696.48
								1,696.48		1,696.48
0098823	06/15/21	Recon	0177607	YBP Library Services	V0147157	06/14/21	B0003920	42.09		42.09
					V0147163	06/14/21	B0003920	55.51		55.51
					V0147164	06/14/21	B0003920	241.31		241.31
					V0147165	06/14/21	B0003920	94.39		94.39
								433.30		433.30
0098824	06/15/21	Recon	0001890	Konica Minolta Bus Solut	V0146915	05/26/21	B0003440	7,875.00		7,875.00
					V0147185	06/14/21	B0003440	5.88		5.88
					V0147313	06/15/21	B0003440	1,221.32		-1,221.32
								6,659.56		6,659.56
0098825	06/16/21	Recon	0156097	ACI Payments, Inc.	V0147198	06/15/21		5,008.68		5,008.68
								5,008.68		5,008.68
0098826	06/16/21	Recon	0205367	Amalgamated Bank of Chic	V0147181	06/14/21		475.00		475.00
								475.00		475.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 11

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098827	06/16/21	Outst	0161316	Justin Basovsky	V0147103	06/09/21		310.50		310.50
								310.50		310.50
0098828	06/16/21	Recon	0002990	Ms Carolina Castillo	V0147104	06/09/21		425.00		425.00
								425.00		425.00
0098829	06/16/21	Recon	0000785	Mrs. Caroline L. Johnson	V0147315	06/15/21		106.24		106.24
								106.24		106.24
0098830	06/16/21	Outst	0172876	Ms Heidi M. Lundquist	V0147113	06/14/21		112.00		112.00
								112.00		112.00
0098831	06/16/21	Recon	0207766	Massachusetts Mutual Lif	V0147106	06/10/21		1,134.32		1,134.32
								1,134.32		1,134.32
0098832	06/16/21	Recon	0001909	Reliance Standard Life I	V0147314	06/15/21		7,722.40		7,722.40
								7,722.40		7,722.40
0098844	06/23/21	Recon	0188213	First Midwest Bank	V0147374	06/23/21	P0010266	300.00		300.00
					V0147375	06/23/21	B0003928	80.00		80.00
					V0147376	06/23/21	B0003889	11.11		11.11
					V0147377	06/23/21	B0003535	12.92		12.92
					V0147378	06/23/21	P0010267	111.56		111.56
					V0147379	06/23/21	P0010165	276.00		276.00
					V0147380	06/23/21	P0010044	408.34		408.34
					V0147382	06/23/21	P0010313	2,943.36		2,943.36
					V0147383	06/23/21	B0003918	54.42		54.42
					V0147384	06/23/21	B0003678	45.00		45.00
					V0147385	06/23/21	B0003717	20.00		20.00
					V0147386	06/23/21	P0010218	2,206.40		2,206.40
					V0147387	06/23/21	P0010250	772.50		772.50
					V0147388	06/23/21	P0010225	848.96		848.96
					V0147389	06/23/21	P0010223	181.59		181.59
					V0147390	06/23/21	P0010213	365.30		365.30
					V0147391	06/23/21	P0010264	108.00		108.00
					V0147392	06/23/21	P0010265	408.00		408.00
					V0147393	06/23/21	P0010209	1,057.51		1,057.51
					V0147394	06/23/21	P0010209	777.94		777.94
					V0147395	06/23/21	P0010284	595.20		595.20
					V0147397	06/23/21	P0010313	6,395.71		6,395.71
					V0147398	06/23/21	P0010309	1,252.52		1,252.52
								19,232.34		19,232.34

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 12

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098845	06/24/21	Recon	0205734	Ms. Roseanne Aburto	V0147328	06/17/21		500.00		500.00
								500.00		500.00
0098846	06/24/21	Outst	0176222	Aldara Alvarez	V0147175	06/14/21		200.00		200.00
								200.00		200.00
0098847	06/24/21	Outst	0002984	Ms Maureen A. Bridges	V0147228	06/15/21		175.00		175.00
								175.00		175.00
0098848	06/24/21	Outst	0047473	Jaime M. Diaz	V0147210	06/15/21		36.65		36.65
								36.65		36.65
0098849	06/24/21	Outst	0160039	Alan M. Galeno	V0147192	06/14/21		200.00		200.00
								200.00		200.00
0098850	06/24/21	Recon	0000724	Dr. Brian R. Gilligan	V0147065	06/02/21		32.99		32.99
					V0147372	06/22/21		309.00		309.00
								341.99		341.99
0098851	06/24/21	Outst	0137499	Pedro Guardian	V0147207	06/15/21		36.93		36.93
								36.93		36.93
0098852	06/24/21	Outst	0065681	Miguel Gutierrez	V0147330	06/21/21		75.00		75.00
								75.00		75.00
0098853	06/24/21	Outst	0060105	Mr. Michael Jonas	V0147371	06/22/21		166.60		166.60
								166.60		166.60
0098854	06/24/21	Outst	0198650	Ms. Carla McKenzie	V0147325	06/17/21		795.00		795.00
					V0147357	06/22/21		918.00		918.00
								1,713.00		1,713.00
0098855	06/24/21	Outst	0209539	Thaddeus Moody	V0147322	06/17/21		4,500.00		4,500.00
								4,500.00		4,500.00
0098856	06/24/21	Outst	0199309	Jason Nichols	V0147324	06/17/21		237.18		237.18
								237.18		237.18

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 13

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098857	06/24/21	Outst	0083410	Mrs. Sonia Perez	V0147329	06/17/21		425.00		425.00
								425.00		425.00
0098858	06/24/21	Outst	0208651	Thomas Prince	V0147321	06/17/21		925.00		925.00
								925.00		925.00
0098859	06/24/21	Outst	0172945	Ms. Perla A. Santoyo	V0147338	06/21/21		115.99		115.99
								115.99		115.99
0098860	06/24/21	Outst	0190167	Daniel K. Treadwell	V0147194	06/15/21		1,500.00		1,500.00
								1,500.00		1,500.00
0098958	06/30/21	Outst	0001422	CCCTU-Cope Fund	V0147768	06/30/21		124.00		124.00
								124.00		124.00
0098959	06/30/21	Outst	0001374	College & University Cre	V0147770	06/30/21		200.00		200.00
								200.00		200.00
0098960	06/30/21	Outst	0001371	Colonial Life & Accident	V0147771	06/30/21		12.00		12.00
								12.00		12.00
0098961	06/30/21	Outst	0191845	Metropolitan Alliance of	V0147772	06/30/21		258.00		258.00
								258.00		258.00
0098962	06/30/21	Outst	0101061	Morton College Faculty	V0147769	06/30/21		1.39		1.39
								1.39		1.39
0098963	06/30/21	Outst	0001372	Morton College Teachers	V0147774	06/30/21		1,661.60		1,661.60
								1,661.60		1,661.60
0098964	06/30/21	Outst	0001372	Morton College Teachers	V0147773	06/30/21		2,557.34		2,557.34
								2,557.34		2,557.34
0098965	06/30/21	Outst	0001513	SEIU Local 73 Cope	V0147776	06/30/21		8.00		8.00
								8.00		8.00
0098966	06/30/21	Outst	0001373	Service Employees Intl U	V0147777	06/30/21		430.88		430.88
								430.88		430.88

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 14

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098967	06/30/21	Outst	0001563	State Disbursement Unit	V0147778	06/30/21		81.97		81.97
					V0147779	06/30/21		993.68		993.68
								1,075.65		1,075.65
0098968	06/30/21	Outst	0001161	State Univ Retirement Sy	V0147780	06/30/21		66,161.77		66,161.77
								66,161.77		66,161.77
0098969	06/30/21	Outst	0207479	1 Life Science	V0147870	06/30/21	P0009711	431.76		431.76
								431.76		431.76
0098970	06/30/21	Outst	0169531	A.N.S., Inc.	V0147885	06/30/21	B0003929	1,971.06		1,971.06
								1,971.06		1,971.06
0098971	06/30/21	Outst	0166304	A.W.E.S.O.M.E. Pest Serv	V0147895	06/30/21	B0003443	240.00		240.00
								240.00		240.00
0098972	06/30/21	Outst	0209516	ACT, Inc	V0147927	06/30/21	P0010303	2,500.00		2,500.00
								2,500.00		2,500.00
0098973	06/30/21	Outst	0175113	Algor Plumbing	V0147879	06/30/21	B0003484	40.65		40.65
								40.65		40.65
0098974	06/30/21	Outst	0188188	Amazon Capital Services	V0147753	06/29/21	B0003704	592.41		592.41
					V0147754	06/29/21	B0003704	81.69		81.69
					V0147755	06/29/21	B0003704	925.87		925.87
					V0147756	06/29/21	B0003704	756.39		756.39
					V0147757	06/29/21	B0003704	242.98		242.98
					V0147758	06/29/21	B0003704	246.99		246.99
					V0147759	06/29/21	B0003704	247.80		247.80
					V0147760	06/29/21	B0003568	214.97		214.97
					V0147856	06/29/21	B0003935	560.19		560.19
					V0147883	06/30/21	B0003568	569.00		569.00
					V0147896	06/30/21	B0003884	429.99		429.99
					V0147955	06/30/21	P0010288	62.99		62.99
					V0147970	06/30/21	P0009483	69.68		69.68
								5,000.95		5,000.95
0098975	06/30/21	Outst	0000973	AT&T	V0147877	06/30/21	B0003904	2,102.00		2,102.00
								2,102.00		2,102.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 15

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098976	06/30/21	Outst	0001401	AZ Commercial	V0147832	06/29/21	B0003449	31.66		31.66
					V0147833	06/29/21	B0003449	15.83-		-15.83
					V0147834	06/29/21	B0003449	15.83-		-15.83
					V0147835	06/29/21	B0003449	26.33		26.33
					V0147836	06/29/21	B0003449	11.85		11.85
					V0147837	06/29/21	B0003449	38.99		38.99
					V0147838	06/29/21	B0003449	38.99-		-38.99
					V0147839	06/29/21	B0003797	13.38		13.38
					V0147840	06/29/21	B0003797	38.99		38.99
					V0147841	06/29/21	B0003797	70.99		70.99
					V0147842	06/29/21	B0003449	217.99-		-217.99
					V0147843	06/29/21	B0003449	217.99		217.99
					V0147844	06/29/21	B0003449	12.88		12.88
								174.42		174.42
0098977	06/30/21	Outst	0196421	Balloons by Tommy	V0147966	06/30/21	P0010343	752.00		752.00
								752.00		752.00
0098978	06/30/21	Outst	0001272	Batteries Plus LLC	V0147871	06/30/21	B0003447	59.40		59.40
					V0147873	06/30/21	B0003447	433.65		433.65
								493.05		493.05
0098979	06/30/21	Outst	0000985	Berwyn Ace Hardware	V0147893	06/30/21	B0003476	10.98		10.98
								10.98		10.98
0098980	06/30/21	Outst	0194510	Blades of Glory Inc	V0147874	06/30/21	B0003910	700.00		700.00
					V0147875	06/30/21	B0003910	700.00		700.00
					V0147876	06/30/21	B0003910	700.00		700.00
					V0147884	06/30/21	B0003910	5,135.00		5,135.00
								7,235.00		7,235.00
0098981	06/30/21	Outst	0166207	BSA	V0147888	06/30/21	B0003470	1,333.90		1,333.90
					V0147889	06/30/21	B0003470	30.76		30.76
								1,364.66		1,364.66
0098982	06/30/21	Outst	0001206	BSN Sports	V0147886	06/30/21	P0010185	994.96		994.96
								994.96		994.96
0098983	06/30/21	Outst	0208792	C.J. Erickson Plumbing C	V0147761	06/29/21	B0003933	1,545.00		1,545.00
								1,545.00		1,545.00
0098984	06/30/21	Outst	0165266	CASAS	V0147961	06/30/21	P0010311	715.00		715.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 16

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								715.00		715.00
0098985	06/30/21	Outst	0007998	Cassidy Tire & Service	V0147750	06/29/21	B0003872	534.10		534.10
					V0147751	06/29/21	B0003872	70.00		70.00
								604.10		604.10
0098986	06/30/21	Outst	0001593	CDW-Government, Inc	V0147845	06/29/21	B0003892	2,368.10		2,368.10
					V0147946	06/30/21	P0010245	2,758.80		2,758.80
					V0147953	06/30/21	P0010062	768.07		768.07
								5,894.97		5,894.97
0098987	06/30/21	Outst	0001195	Cintas Corporation	V0147862	06/29/21	B0003438	206.30		206.30
					V0147887	06/30/21	B0003438	206.30		206.30
					V0147917	06/30/21	P0010317	241.61		241.61
								654.21		654.21
0098988	06/30/21	Outst	0001195	Cintas Corporation	V0147903	06/30/21	B0003438	206.30		206.30
								206.30		206.30
0098989	06/30/21	Outst	0001485	Citibank, N.A.	V0147919	06/30/21		80.12		80.12
					V0147920	06/30/21	P0010305	87.90		87.90
					V0147921	06/30/21	P0010306	2,188.70		2,188.70
					V0147922	06/30/21	P0010316	915.08		915.08
								3,271.80		3,271.80
0098990	06/30/21	Outst	0001752	Comcast	V0147828	06/29/21	B0003466	6.30		6.30
					V0147829	06/29/21	B0003467	59.27		59.27
					V0147830	06/29/21	B0003466	183.35		183.35
								248.92		248.92
0098991	06/30/21	Outst	0001676	Del Galdo Law Group, LLC	V0147971	06/30/21	B0003528	732.50		732.50
								732.50		732.50
0098992	06/30/21	Outst	0000989	Dick Blick	V0147857	06/29/21	B0003725	335.49-		-335.49
					V0147864	06/29/21	B0003725	861.95		861.95
					V0147897	06/30/21	B0003725	815.53		815.53
								1,341.99		1,341.99
0098993	06/30/21	Outst	0209578	DisposAll Waste Services	V0147861	06/29/21	B0003934	3,235.58		3,235.58
								3,235.58		3,235.58



15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 17

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0098994	06/30/21	Outst	0204809	ECS Midwest, LLC	V0147859	06/29/21	B0003877	7,000.00		7,000.00
								7,000.00		7,000.00
0098995	06/30/21	Outst	0001536	Elsevier	V0147956	06/30/21	P0010302	3,233.00		3,233.00
								3,233.00		3,233.00
0098996	06/30/21	Outst	0198694	ePromos Promotional Prod	V0147902	06/30/21	P0010138	898.44		898.44
					V0147951	06/30/21	P0010205	750.34		750.34
								1,648.78		1,648.78
0098997	06/30/21	Outst	0001029	Fed Ex	V0147744	06/29/21	B0003527	24.18		24.18
					V0147745	06/29/21	B0003527	39.51		39.51
					V0147846	06/29/21	B0003527	45.16		45.16
					V0147901	06/30/21	B0003527	57.71		57.71
					V0147923	06/30/21	P0010315	20.22		20.22
								186.78		186.78
0098998	06/30/21	Outst	0001037	Fox Valley Fire & Safety	V0147916	06/30/21	P0010328	1,442.00		1,442.00
					V0147918	06/30/21	P0010328	992.00		992.00
								2,434.00		2,434.00
0098999	06/30/21	Outst	0202852	Freepoint Energy Solutio	V0147899	06/30/21	B0003474	34,945.45		34,945.45
								34,945.45		34,945.45
0099000	06/30/21	Outst	0192360	Fusion Cloud Services, L	V0147743	06/29/21	B0003516	2,523.99		2,523.99
								2,523.99		2,523.99
0099001	06/30/21	Outst	0205565	The Graphic Edge, LLC	V0147911	06/30/21	P0010329	1,135.04		1,135.04
					V0147912	06/30/21	P0010329	1,333.14		1,333.14
					V0147913	06/30/21	P0010329	1,300.54		1,300.54
					V0147914	06/30/21	P0010329	1,489.13		1,489.13
					V0147915	06/30/21	P0010329	2,708.83		2,708.83
								7,966.68		7,966.68
0099002	06/30/21	Outst	0183910	Ms Vickie L. Gukenberger	V0147909	06/30/21	P0010320	3,000.00		3,000.00
					V0147910	06/30/21	P0010330	3,000.00		3,000.00
								6,000.00		6,000.00
0099003	06/30/21	Outst	0205770	Henry Schein, Inc.	V0147748	06/29/21	B0003938	267.24		-267.24
					V0147763	06/29/21	B0003938	6.35		6.35
					V0147764	06/29/21	B0003938	8,322.00		8,322.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 18

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0147765	06/29/21	B0003938	729.16		729.16
					V0147766	06/29/21	B0003938	45.08		45.08
					V0147767	06/29/21	B0003938	544.09		544.09
					V0147781	06/29/21	B0003938	5,514.73		5,514.73
					V0147782	06/29/21	B0003938	63.12		63.12
					V0147783	06/29/21	B0003938	238.52		238.52
					V0147784	06/29/21	B0003938	6.06		6.06
					V0147785	06/29/21	B0003938	58.22		58.22
					V0147786	06/29/21	B0003938	3.59		3.59
					V0147787	06/29/21	B0003938	131.74		131.74
					V0147788	06/29/21	B0003938	848.43		848.43
					V0147790	06/29/21	B0003938	41.90		41.90
					V0147791	06/29/21	B0003938	8.57		8.57
					V0147792	06/29/21	B0003938	19.29		19.29
					V0147793	06/29/21	B0003938	1,126.38		1,126.38
					V0147794	06/29/21	B0003938	213.27		213.27
					V0147796	06/29/21	B0003938	11.22		11.22
					V0147797	06/29/21	B0003938	31.07		31.07
					V0147798	06/29/21	B0003938	205.82		205.82
					V0147799	06/29/21	B0003938	403.02		403.02
					V0147800	06/29/21	B0003938	10.15		10.15
					V0147801	06/29/21	B0003938	15.08		15.08
					V0147802	06/29/21	B0003938	9.03		9.03
					V0147803	06/29/21	B0003938	50.24		50.24
					V0147804	06/29/21	B0003938	3,919.40		3,919.40
					V0147805	06/29/21	B0003938	62.98		62.98
					V0147813	06/29/21	B0003938	41.72		41.72
					V0147814	06/29/21	B0003938	192.82		192.82
					V0147815	06/29/21	B0003938	88.76		88.76
					V0147816	06/29/21	B0003938	2,699.29		2,699.29
					V0147817	06/29/21	B0003938	7.78		7.78
					V0147818	06/29/21	B0003938	54.71		54.71
					V0147819	06/29/21	B0003938	86.67		86.67
					V0147820	06/29/21	B0003938	240.67		240.67
					V0147821	06/29/21	B0003938	10.72		10.72
					V0147822	06/29/21	B0003938	833.53		833.53
					V0147823	06/29/21	B0003938	10.68		10.68
					V0147824	06/29/21	B0003938	12,855.51		12,855.51
								39,494.13		39,494.13
0099004	06/30/21	Outst	0001381	Home Depot/GECE	V0147831	06/29/21	B0003802	49.56		49.56
								49.56		49.56
0099005	06/30/21	Outst	0001775	Jostens	V0147962	06/30/21	P0010335	553.23		553.23
					V0147963	06/30/21	P0010336	9.16		9.16
					V0147968	06/30/21	P0010345	204.90		204.90
								767.29		767.29

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 19

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099006	06/30/21	Outst	0001890	Konica Minolta Bus Solut	V0147741	06/29/21	B0003440	5.88		5.88
								5.88		5.88
0099007	06/30/21	Outst	0002233	Konica Minolta Premier F	V0147806	06/29/21	B0003890	197.00		197.00
								197.00		197.00
0099008	06/30/21	Outst	0002233	Konica Minolta Premier F	V0147807	06/29/21	B0003890	140.00		140.00
								140.00		140.00
0099009	06/30/21	Outst	0002233	Konica Minolta Premier F	V0147808	06/29/21	B0003890	777.63		777.63
								777.63		777.63
0099010	06/30/21	Outst	0002233	Konica Minolta Premier F	V0147811	06/29/21	B0003890	332.61		332.61
								332.61		332.61
0099011	06/30/21	Outst	0188162	Lake County Press	V0147965	06/30/21	P0010341	1,741.00		1,741.00
								1,741.00		1,741.00
0099012	06/30/21	Outst	0208914	Janice Marshall	V0147020	05/27/21	P0010219	2,400.00		2,400.00
								2,400.00		2,400.00
0099013	06/30/21	Outst	0002157	Medical Equipment Affili	V0147954	06/30/21	P0010169	584.75		584.75
					V0147957	06/30/21	P0010301	427.30		427.30
								1,012.05		1,012.05
0099014	06/30/21	Outst	0001289	Menards	V0147849	06/29/21	B0003463	72.97		72.97
								72.97		72.97
0099015	06/30/21	Outst	0209373	Meraki Kreativ LLC	V0147928	06/30/21	P0010307	1,179.75		1,179.75
					V0147948	06/30/21	P0010248	450.00		450.00
					V0147949	06/30/21	P0010247	600.00		600.00
					V0147950	06/30/21	P0010246	504.75		504.75
								2,734.50		2,734.50
0099016	06/30/21	Outst	0001492	Metal Supermarkets	V0147878	06/30/21	P0010099	157.64		157.64
								157.64		157.64
0099017	06/30/21	Outst	0001792	Meyer Physical Therapy	V0147930	06/30/21	P0009979	359.64		359.64
					V0147931	06/30/21	P0010121	33.95		33.95

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 20

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0147932	06/30/21	P0010156	69.00		69.00
					V0147935	06/30/21	P0010155	786.29		786.29
					V0147936	06/30/21	P0010141	261.54		261.54
					V0147937	06/30/21	P0010142	113.66		113.66
					V0147938	06/30/21	P0010156	899.60		899.60
					V0147939	06/30/21	P0010121	561.73		561.73
								3,085.41		3,085.41
0099018	06/30/21	Outst	0194501	Michael Kautz Carpets &	V0147739	06/29/21	B0003940	100,246.00		100,246.00
								100,246.00		100,246.00
0099019	06/30/21	Outst	0001339	Minuteman Press of Lyons	V0147926	06/30/21	P0010300	260.00		260.00
								260.00		260.00
0099020	06/30/21	Outst	0165657	NCCHC	V0147929	06/30/21	P0010249	3,950.00		3,950.00
								3,950.00		3,950.00
0099021	06/30/21	Outst	0203073	New England Flag and Ban	V0147855	06/29/21	P0010103	4,215.00		4,215.00
								4,215.00		4,215.00
0099022	06/30/21	Outst	0001662	New Readers Press	V0147904	06/30/21	P0010069	1,755.00		1,755.00
								1,755.00		1,755.00
0099023	06/30/21	Outst	0208924	Nicor Gas	V0147851	06/29/21	B0003866	3,218.61		3,218.61
					V0147852	06/29/21	B0003866	3,058.09		3,058.09
					V0147853	06/29/21	B0003866	8,735.84		8,735.84
								15,012.54		15,012.54
0099024	06/30/21	Outst	0001121	O'Brien Cleaners	V0147964	06/30/21	P0010337	180.00		180.00
								180.00		180.00
0099025	06/30/21	Outst	0001122	Office Depot	V0147847	06/29/21	B0003925	191.67		191.67
					V0147848	06/29/21	B0003502	70.67		70.67
								262.34		262.34
0099026	06/30/21	Outst	0002406	Paisans Pizza	V0147854	06/29/21	P0010096	26.00		26.00
					V0147925	06/30/21	P0009946	27.50		27.50
					V0147952	06/30/21	P0010342	119.00		119.00
					V0147967	06/30/21	P0010344	3,750.00		3,750.00
								3,922.50		3,922.50

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 21

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099027	06/30/21	Outst	0205866	Party People Entertainme	V0147940	06/30/21	P0010221	3,800.00		3,800.00
								3,800.00		3,800.00
0099028	06/30/21	Outst	0001128	Pasco Scientific	V0147906	06/30/21	P0010097	596.00		596.00
					V0147907	06/30/21	P0010159	748.00		748.00
								1,344.00		1,344.00
0099029	06/30/21	Outst	0197256	Precision Electric	V0147850	06/29/21	B0003937	9,000.00		9,000.00
								9,000.00		9,000.00
0099030	06/30/21	Outst	0183479	Alejandro Romero Studios	V0147969	06/30/21	P0010346	6,800.00		6,800.00
								6,800.00		6,800.00
0099031	06/30/21	Outst	0000965	Sigma-Aldrich Inc	V0147746	06/29/21	P0010134	187.30		187.30
					V0147905	06/30/21	P0010134	784.20		784.20
								971.50		971.50
0099032	06/30/21	Outst	0001158	SoftwareONE, Inc.	V0147924	06/30/21	P0010314	60.65		60.65
								60.65		60.65
0099033	06/30/21	Outst	0002889	Suburban Door Check & Lo	V0147891	06/30/21	B0003469	2,094.00		2,094.00
					V0147892	06/30/21	B0003469	147.00		147.00
								2,241.00		2,241.00
0099034	06/30/21	Outst	0001547	Teaching Strategies, LLC	V0147880	06/30/21	P0010263	500.00		500.00
								500.00		500.00
0099035	06/30/21	Outst	0193854	Thermo Fisher Scientific	V0147747	06/29/21	P0010187	240.60		240.60
					V0147908	06/30/21	P0010187	423.70		423.70
					V0147947	06/30/21	P0010187	1,153.50		1,153.50
								1,817.80		1,817.80
0099036	06/30/21	Outst	0202319	Toad Code, Inc.	V0147942	06/30/21	P0010297	870.00		870.00
					V0147943	06/30/21	P0010296	870.00		870.00
					V0147944	06/30/21	P0010295	725.00		725.00
					V0147945	06/30/21	P0010294	725.00		725.00
								3,190.00		3,190.00
0099037	06/30/21	Void	0002594	Training Concepts, Inc.						

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 22

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099038	06/30/21	Outst	0000974	Verizon Wireless	V0147742	06/29/21	B0003431	29.10		29.10
								29.10		29.10
0099039	06/30/21	Outst	0166312	Wells Fargo Equiptment F	V0147827	06/29/21	B0003444	1,248.00		1,248.00
								1,248.00		1,248.00
0099040	06/30/21	Outst	0001406	Wex Bank	V0147825	06/29/21	B0003832	465.95		465.95
								465.95		465.95
0099041	06/30/21	Outst	0177607	YBP Library Services	V0147900	06/30/21	B0003920	27.00		27.00
								27.00		27.00
E0010278	06/03/21	Outst	0107686	Mrs. Blanca E. Jara	V0147060	06/01/21		80.83		80.83
					V0147061	06/01/21		65.03		65.03
					V0147062	06/01/21		567.02		567.02
								712.88		712.88
E0010279	06/03/21	Outst	0099077	Guadalupe Melo	V0147030	06/01/21		550.00		550.00
								550.00		550.00
E0010280	06/03/21	Outst	0141355	Max Melo	V0147031	06/01/21		605.00		605.00
								605.00		605.00
E0010281	06/03/21	Outst	0000953	Ms. Liliana Raygoza	V0147063	06/01/21		359.00		359.00
								359.00		359.00
E0010295	06/09/21	Outst	0107686	Mrs. Blanca E. Jara	V0147073	06/03/21		7.93		7.93
					V0147074	06/03/21		57.22		57.22
					V0147075	06/03/21		67.35		67.35
					V0147076	06/03/21		60.36		60.36
								192.86		192.86
E0010296	06/09/21	Outst	0156123	Mrs. Nancy N. Jeffries	V0147029	06/01/21		66.42		66.42
								66.42		66.42
E0010302	06/14/21	Outst	0209135	Omni Financial Group, In	V0147135	06/15/21		9,912.63		9,912.63
								9,912.63		9,912.63
E0010303	06/15/21	Outst	0207194	DD's Operations LLC	V0147201	06/15/21	B0003927	2,030.00		2,030.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 23

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								2,030.00		2,030.00
E0010304	06/16/21	Outst	0111441	Ms Jazmyne J. Alzate	V0147108	06/10/21		1,658.16		1,658.16
								1,658.16		1,658.16
E0010305	06/16/21	Outst	0162406	Mrs. Irina V. Cline	V0147107	06/10/21		168.35		168.35
								168.35		168.35
E0010306	06/16/21	Outst	0000763	Mrs. Maria L. Diaz	V0147118	06/14/21		425.00		425.00
								425.00		425.00
E0010307	06/16/21	Outst	0000931	Mr. Juan M. Franco	V0147117	06/14/21		1,726.32		1,726.32
								1,726.32		1,726.32
E0010308	06/16/21	Outst	0107686	Mrs. Blanca E. Jara	V0147093	06/08/21		115.58		115.58
					V0147095	06/08/21		5.00		5.00
								120.58		120.58
E0010309	06/16/21	Outst	0000004	Mr. Micheal A. Kott	V0147120	06/14/21		806.33		806.33
								806.33		806.33
E0010310	06/16/21	Outst	0206101	Kevin W. McManaman	V0147109	06/10/21		2,192.31		2,192.31
								2,192.31		2,192.31
E0010311	06/16/21	Outst	0099077	Guadalupe Melo	V0147115	06/14/21		539.00		539.00
								539.00		539.00
E0010312	06/16/21	Outst	0141355	Max Melo	V0147114	06/14/21		599.50		599.50
								599.50		599.50
E0010313	06/16/21	Outst	0000928	Mr. James P. O'Connell,	V0147105	06/09/21		20.00		20.00
								20.00		20.00
E0010314	06/16/21	Outst	0000743	Ms. Suzanna Raigoza	V0147096	06/09/21		3,538.06		3,538.06
								3,538.06		3,538.06
E0010315	06/16/21	Outst	0201530	Matthew E. Saey	V0135944	09/09/20		2,000.00		2,000.00
								2,000.00		2,000.00



15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 24

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0010325	06/23/21	Outst	0184221	Jose M. Ariza	V0147110	06/10/21		200.00		200.00
								200.00		200.00
E0010326	06/23/21	Outst	0159466	Ms. Isabel Cervantes	V0147327	06/17/21		500.00		500.00
								500.00		500.00
E0010327	06/23/21	Outst	0162406	Mrs. Irina V. Cline	V0147326	06/17/21		432.39		432.39
								432.39		432.39
E0010328	06/23/21	Outst	0200047	Mr. Carissa Davis	V0147396	06/23/21		500.00		500.00
								500.00		500.00
E0010329	06/23/21	Outst	0000735	Mr. Steven A. Duhon	V0147363	06/22/21		425.00		425.00
								425.00		425.00
E0010330	06/23/21	Outst	0000828	Ms. Edith M. Fabiyi	V0147077	06/07/21		891.00		891.00
					V0147078	06/07/21		578.54		578.54
								1,469.54		1,469.54
E0010331	06/23/21	Outst	0079155	Dr. Stanley S. Fields	V0147316	06/16/21		121.46		121.46
					V0147317	06/16/21		74.35		74.35
								195.81		195.81
E0010332	06/23/21	Outst	0000931	Mr. Juan M. Franco	V0147323	06/17/21		158.76		158.76
								158.76		158.76
E0010333	06/23/21	Outst	0107686	Mrs. Blanca E. Jara	V0147335	06/21/21		54.22		54.22
					V0147342	06/22/21		39.64		39.64
								93.86		93.86
E0010334	06/23/21	Outst	0187356	Irvenfrancis L. Lagmay	V0147116	06/14/21		200.00		200.00
								200.00		200.00
E0010335	06/23/21	Outst	0017224	Ms Gabriela Mata	V0147331	06/21/21		550.78		550.78
					V0147336	06/21/21		500.00		500.00
								1,050.78		1,050.78
E0010336	06/23/21	Outst	0002697	Dr. Keith McLaughlin	V0147320	06/16/21		167.78		167.78
								167.78		167.78

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 25

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0010337	06/23/21	Outst	0000776	Mrs. Mireya Perez	V0147341	06/21/21		500.00		500.00
								500.00		500.00
E0010338	06/23/21	Outst	0185232	Elsie A. Salamanca	V0147111	06/10/21		200.00		200.00
								200.00		200.00
E0010339	06/23/21	Outst	0000808	Ms. Marisol Velazquez	V0147339	06/21/21		2,096.00		2,096.00
								2,096.00		2,096.00
E0010340	06/23/21	Outst	0158266	Mr. Christopher J. Wido	V0147112	06/10/21		430.21		430.21
								430.21		430.21
E0010522	06/29/21	Outst	0207194	DD's Operations LLC	V0147762	06/29/21	B0003939	1,750.00		1,750.00
								1,750.00		1,750.00
E0010523	06/29/21	Outst	0209135	Omni Financial Group, In	V0147775	06/30/21		9,912.63		9,912.63
								9,912.63		9,912.63
E0010524	06/30/21	Outst	0159466	Ms. Isabel Cervantes	V0147697	06/28/21		587.00		587.00
								587.00		587.00
E0010525	06/30/21	Outst	0162406	Mrs. Irina V. Cline	V0147894	06/30/21		82.64		82.64
								82.64		82.64
E0010526	06/30/21	Outst	0201847	Dr. Alison Gehrke	V0147812	06/29/21		93.57		93.57
								93.57		93.57
E0010527	06/30/21	Outst	0107686	Mrs. Blanca E. Jara	V0147337	06/21/21		51.22		51.22
					V0147690	06/28/21		122.32		122.32
					V0147691	06/28/21		42.56		42.56
					V0147692	06/28/21		168.32		168.32
								384.42		384.42
E0010528	06/30/21	Outst	0099077	Guadalupe Melo	V0147693	06/28/21		550.00		550.00
								550.00		550.00
E0010529	06/30/21	Outst	0141355	Max Melo	V0147694	06/28/21		605.00		605.00
								605.00		605.00

15 Jul 2021  
11:28

ACCOUNTS PAYABLE CHECK REGISTER  
Period 06/01/2021 - 06/30/2021

Page 26

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0010530	06/30/21	Outst	0199309	Jason Nichols	V0147695	06/28/21		134.65		134.65
								134.65		134.65
E0010531	06/30/21	Outst	0158266	Mr. Christopher J. Wido	V0147707	06/28/21		319.00		319.00
								319.00		319.00
								940,984.26		940,984.26

15 Jul 2021  
11:28

CHECK REGISTER SUMMARY REPORT  
Period 06/01/2021 - 06/30/2021

Page 27

Bank Code	Account Number	Description	Debit	Credit
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01 General Checking	01-0000-00000-230000000	General : Accounts Payable	940,984.26	0.00
	01-0000-00000-110000000	General : Cash	0.00	940,984.26
			-----	-----
			940,984.26	940,984.26

**Morton College  
Over 10K Report  
June 2021**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Amazon Capital Services	6/15/2021	0098752	EXEMPT	\$5,917.78	1 Gal Refill Sanitizer
Amazon Capital Services	6/30/2021	0098974	EXEMPT	\$5,000.95	Art Supplies
Apple, Inc.	6/15/2021	0098753	4/28/2021	\$89,027.00	10.2 Inc iPad silver
ComEd	6/15/2021	0098767	EXEMPT	\$14,041.71	Energy Services
Cornerstone Government Affairs, Inc.	6/15/2021	0098768	3/24/2021	\$14,000.00	Government relations
Del Galdo Law Group, LLC	6/15/2021	0098770	EXEMPT	\$17,670.37	Attorney Services
Del Galdo Law Group, LLC	6/30/2021	0098991	EXEMPT	\$732.50	Attorney Services
Delta Dental of Illinois	6/9/2021	0098722	EXEMPT	\$10,260.65	Delta Dental HMO
ECS Midwest, LLC	6/15/2021	0098772	EXEMPT	\$6,500.00	Topsoil Nutrient Test
ECS Midwest, LLC	6/30/2021	0098994	EXEMPT	\$7,000.00	CCDD
First Midwest Bank	6/23/2021	0098844	EXEMPT	\$19,232.34	Baseball Regional (Hotel) Various Purchases
Freepoint Energy Solutions, LLC.	6/30/2021	0098999	11/18/2020	\$34,945.45	Energy Services
Henry Schein, Inc.	6/30/2021	0099003	6/23/2021	\$39,494.13	Athletic Supplies
Illinois Public Risk Fund	6/3/2021	0098699	5/26/2021	\$54,483.00	Insurance WC FY22
Max Sports LLC	6/15/2021	0098802	5/26/2021	\$27,272.50	Facility Rental 9/20-4/20
Michael Kautz Carpets & Flooring	6/30/2021	0099018	4/28/2021	\$100,246.00	Corridor Floor Polishing
Nicor Gas	6/30/2021	0099023	EXEMPT	\$15,012.54	Gas Services
Omni Financial Group, Inc.	6/14/2021	E0010302	4/28/2021	\$9,912.63	Payroll Deductions
Omni Financial Group, Inc.	6/29/2021	E0010523	4/28/2021	\$9,912.63	Payroll Deductions
State Univ Retirement Systems	6/15/2021	0098747	EXEMPT	\$78,333.31	Payroll Deductions
State Univ Retirement Systems	6/30/2021	0098968	EXEMPT	\$66,161.77	Payroll Deductions
The Graphic Edge, LLC	6/15/2021	0098782	7/22/2020	\$14,663.74	MC Gear
The Graphic Edge, LLC	6/30/2021	0099001	7/22/2020	\$7,966.68	MS Champ. Hats
			<b>Total Paid</b>	<b>647,787.68</b>	

**From:** [Suzanna Raigoza](#)  
**To:** [Board Materials](#)  
**Subject:** Action Item 8.3 for 8/25/2021 Board Meeting  
**Date:** Tuesday, August 17, 2021 11:13:15 AM  
**Attachments:** [Board AS Totals 7.31.21.pdf](#)  
[BT 7.31.21.pdf](#)  
[Check Register 7.31.21.pdf](#)  
[Over 10k JUL 2021.pdf](#)

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**Propose Action:** THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JULY 2021 IN THE AMOUNT OF \$3,217,311 AND BUDGET TRANSFERS IN THE AMOUNT OF \$11,785 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

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BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of July 2021, be approved and/or ratified in the amount of \$3,217,311 as listed on the attached sheet and supported by vouchers, invoices, purchase orders, and payroll registers, made available and referred to as necessary, and summarized as follows:

Current Funds (01),

Cash Disbursements -		
Monthly	07/31/2021	1,560,371
Payroll	07/15/2021	737,035
Payroll	07/31/2021	742,497
Student Refunds	07/31/2021	<u>105,631</u>
		3,145,534

O&M Restricted Fund (03)

Cash Disbursements -		
Monthly	07/31/2021	<u>71,777</u>
TOTAL ALL FUNDS		<u><u>\$3,217,311</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$11,785 be approved as outlined on the attached Journal No. 1-2 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 25th day of August by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

<b>Morton College</b>				
<b>Budget Transfers</b>				
<b>July 2021</b>				
	GL Account	Description	Debit	Credit
	1 06-3090-99150-510600100	STEM Disc Research & Dev Grant: Clerical	5,740	
	06-0000-99150-430100020	STEM Disc Research & Dev Grant: Dept of Ed Grant Revenue		5,740
	2 06-0000-99216-420900000	Sec Of State Literacy Grant: Other IL Governmental Sources	5,000	
	06-1060-99216-510500200	Sec Of State Literacy Grant: Academic Support Staff-PT		900
	06-1060-99216-520100100	Sec Of State Literacy Grant: Group Medical Ins		450
	06-1060-99216-520100200	Sec Of State Literacy Grant: Dental Insurance		25
	06-1060-99216-520100400	Sec Of State Literacy Grant: Life Insurance		10
	06-1060-99216-520800005	Sec Of State Literacy Grant: SURS Medical Ins		9
	06-1060-99216-530900000	Sec Of State Literacy Grant: Other Contract Services		4,075
	06-1060-99216-540100100	Sec Of State Literacy Grant: Office Supplies	320	
	06-1060-99216-540100200	Sec Of State Literacy Grant: Instr Supplies		42
	06-1060-99216-550100005	Sec Of State Literacy Grant: Meeting Expense	725	
	06-1060-99216-520100300	Sec Of State Literacy Grant: Vision Insurance		9
	06-1060-99216-520900005	Sec Of State Literacy Grant: Employee Professional Dev		525
		<b>Total Budget Transfers</b>	<b>11,785</b>	<b>11,785</b>



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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099042	07/01/21	Recon	0166671	Ms. Cara A. Bonick	V0147809	06/29/21		512.54		512.54
					V0147810	06/29/21		65.04		65.04
					V0147860	06/29/21		11.06		11.06
								588.64		588.64
0099043	07/01/21	Recon	0180284	CASH	V0147373	06/22/21		37.24		37.24
								37.24		37.24
0099044	07/01/21	Recon	0170257	Mr. Guillermo Gasca	V0147689	06/24/21		425.00		425.00
								425.00		425.00
0099045	07/01/21	Recon	0172876	Ms Heidi M. Lundquist	V0147865	06/29/21		150.00		150.00
								150.00		150.00
0099046	07/01/21	Recon	0170685	Ms. Erica A. Munoz	V0147795	06/29/21		425.00		425.00
								425.00		425.00
0099047	07/01/21	Recon	0209211	Mr. Chris Rathunde	V0147698	06/28/21		425.00		425.00
								425.00		425.00
0099048	07/01/21	Recon	0000726	Dr. Jennifer L. Reft	V0147872	06/30/21		311.99		311.99
								311.99		311.99
0099049	07/01/21	Recon	0000860	Ms. Cheryl A. Schoepf	V0147399	06/23/21		425.00		425.00
								425.00		425.00
0099050	07/01/21	Outst	0003051	Ms Linda P. Trevino-Garc	V0147403	06/24/21		147.06		147.06
								147.06		147.06
0099051	07/01/21	Recon	0002530	Troy Group Inc	V0147401	07/01/21		680.00		680.00
								680.00		680.00
0099132	07/08/21	Recon	0192221	Mr. Jorge Andrade	V0147977	06/30/21		150.00		150.00
								150.00		150.00
0099133	07/08/21	Recon	0000995	Bureau Water/Sewer Town	V0148161	06/30/21		191.34		191.34
					V0148162	06/30/21		238.69		238.69
					V0148163	06/30/21		191.34		191.34
					V0148164	06/30/21		191.34		191.34

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 2

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0148165	06/30/21		191.34		191.34
								1,004.05		1,004.05
0099134	07/08/21	Outst	0000917	Mr. Carlos M. Dominguez	V0148015	07/06/21		234.00		234.00
								234.00		234.00
0099135	07/08/21	Recon	0003181	Mr. Eric V. Dutt	V0147979	06/30/21		100.00		100.00
								100.00		100.00
0099136	07/08/21	Recon	0024667	Mr. John P. Festa	V0147997	06/30/21		450.00		450.00
								450.00		450.00
0099137	07/08/21	Recon	0040272	Ms Beth A. Gilmartin	V0147981	06/30/21		200.00		200.00
								200.00		200.00
0099138	07/08/21	Outst	0003110	Mr. James S. Halm	V0147998	06/30/21		50.00		50.00
								50.00		50.00
0099139	07/08/21	Outst	0159118	Arandy Herrera	V0147976	06/30/21		106.25		106.25
								106.25		106.25
0099140	07/08/21	Recon	0002953	Mr. Maynard G. Hirsch	V0147999	06/30/21		50.00		50.00
								50.00		50.00
0099141	07/08/21	Recon	0001695	Inside Higher Ed.	V0147400	07/01/21		2,865.45		2,865.45
								2,865.45		2,865.45
0099142	07/08/21	Recon	0200722	Ms. Martinique L. Jordan	V0147863	06/29/21		515.00		515.00
								515.00		515.00
0099143	07/08/21	Recon	0003017	Mr. Gene T. Jundt	V0147982	06/30/21		100.00		100.00
								100.00		100.00
0099144	07/08/21	Outst	0200721	Ms. Heather A. Kilheeney	V0147983	06/30/21		50.00		50.00
								50.00		50.00
0099145	07/08/21	Recon	0027824	Mr. Richard D. Lorgus	V0147984	06/30/21		150.00		150.00
								150.00		150.00

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 3

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099146	07/08/21	Recon	0167581	Mr. Salvador Martinez Jr	V0147995	06/30/21		226.88		226.88
								226.88		226.88
0099147	07/08/21	Recon	0198650	Ms. Carla McKenzie	V0148003	06/30/21		306.00		306.00
								306.00		306.00
0099148	07/08/21	Recon	0003030	Ms. Zoe C. McManmon	V0147986	06/30/21		275.00		275.00
								275.00		275.00
0099149	07/08/21	Outst	0002885	Ms. Bonnie R. Miculinic	V0147987	06/30/21		250.00		250.00
								250.00		250.00
0099150	07/08/21	Recon	0097388	Ms. Manuela Nunez	V0148000	06/30/21		50.00		50.00
								50.00		50.00
0099151	07/08/21	Recon	0041753	Ms Daiana N. Quiroga-Nev	V0147868	06/30/21		425.00		425.00
								425.00		425.00
0099152	07/08/21	Recon	0001909	Reliance Standard Life I	V0147869	06/30/21		7,416.93		7,416.93
								7,416.93		7,416.93
0099153	07/08/21	Outst	0003168	Mr. Michael P. Reynard	V0147988	06/30/21		300.00		300.00
								300.00		300.00
0099154	07/08/21	Outst	0003042	Mr. Michael F. Rohl	V0147989	06/30/21		200.00		200.00
								200.00		200.00
0099155	07/08/21	Recon	0000895	Mr. Leonard S. Rutka	V0147993	06/30/21		200.00		200.00
								200.00		200.00
0099156	07/08/21	Recon	0197693	Mr. Alejandro Sanchez	V0148170	06/30/21		49.00		49.00
								49.00		49.00
0099157	07/08/21	Recon	0172945	Ms. Perla A. Santoyo	V0148160	07/06/21		28.72		28.72
					V0148166	06/30/21		137.76		137.76
								166.48		166.48

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 4

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099158	07/08/21	Recon	0189751	Ms. Nicole Selvaggio	V0147990	06/30/21		225.00		225.00
								225.00		225.00
0099159	07/08/21	Recon	0154190	Ms Kimberly Taylor	V0147991	06/30/21		175.00		175.00
								175.00		175.00
0099160	07/08/21	Outst	0003051	Ms Linda P. Trevino-Garc	V0147992	06/30/21		100.00		100.00
								100.00		100.00
0099161	07/08/21	Recon	0001390	Unum Life Ins Co of Amer	V0148001	07/01/21		104.90		104.90
								104.90		104.90
0099162	07/08/21	Outst	0003107	Ms. Sarah E. Vacek	V0147994	06/30/21		240.00		240.00
								240.00		240.00
0099167	07/15/21	Recon	0156097	ACI Payments, Inc.	V0148329	06/30/21		4,325.83		4,325.83
								4,325.83		4,325.83
0099168	07/15/21	Outst	0209632	Mizael Carrera	V0148005	07/06/21		3,500.00		3,500.00
								3,500.00		3,500.00
0099169	07/15/21	Outst	0003233	Ms. Mary A. DeRose	V0148227	06/30/21		39.96		39.96
								39.96		39.96
0099170	07/15/21	Recon	0209664	Joseph Digregorio	V0148233	07/13/21		5,000.00		5,000.00
								5,000.00		5,000.00
0099171	07/15/21	Outst	0202383	Flexible Benefit Service	V0148215	06/30/21		390.00		390.00
								390.00		390.00
0099172	07/15/21	Recon	0183910	Ms Vickie L. Gukenberger	V0148255	06/30/21		909.67		909.67
								909.67		909.67
0099173	07/15/21	Recon	0207766	Massachusetts Mutual Lif	V0148231	07/13/21		1,134.32		1,134.32
								1,134.32		1,134.32
0099174	07/15/21	Recon	0001133	Pitney Bowes Inc	V0148168	06/30/21		150.00		150.00
								150.00		150.00

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 5

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099175	07/15/21	Recon	0209668	Nikolas Radenkovich	V0148203	07/08/21		5,000.00		5,000.00
								5,000.00		5,000.00
0099176	07/15/21	Outst	0209695	Jonathan Rush	V0148222	07/12/21		3,000.00		3,000.00
								3,000.00		3,000.00
0099177	07/15/21	Outst	0001422	CCCTU-Cope Fund	V0148334	07/15/21		124.00		124.00
								124.00		124.00
0099178	07/15/21	Recon	0001374	College & University Cre	V0148336	07/15/21		200.00		200.00
								200.00		200.00
0099179	07/15/21	Recon	0001371	Colonial Life & Accident	V0148337	07/15/21		12.00		12.00
								12.00		12.00
0099180	07/15/21	Outst	0191845	Metropolitan Alliance of	V0148338	07/15/21		258.00		258.00
								258.00		258.00
0099181	07/15/21	Outst	0101061	Morton College Faculty	V0148335	07/15/21		2.78		2.78
								2.78		2.78
0099182	07/15/21	Outst	0001372	Morton College Teachers	V0148340	07/15/21		1,687.49		1,687.49
								1,687.49		1,687.49
0099183	07/15/21	Outst	0001372	Morton College Teachers	V0148339	07/15/21		2,593.32		2,593.32
								2,593.32		2,593.32
0099184	07/15/21	Void	0209135	Omni Financial Group, In						
0099185	07/15/21	Recon	0001513	SEIU Local 73 Cope	V0143820	03/31/21		9.00		9.00
					V0148342	07/15/21		8.00		8.00
								17.00		17.00
0099186	07/15/21	Recon	0001373	Service Employees Intl U	V0148343	07/15/21		430.88		430.88
								430.88		430.88
0099187	07/15/21	Recon	0001563	State Disbursement Unit	V0148344	07/15/21		76.57		76.57
					V0148345	07/15/21		988.28		988.28

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 6

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								1,064.85		1,064.85
0099188	07/15/21	Recon	0001161	State Univ Retirement Sy	V0148346	07/15/21		67,403.13		67,403.13
								67,403.13		67,403.13
0099189	07/15/21	Recon	0190089	3OE Solutions	V0148323	06/30/21	B0003715	4,333.00		4,333.00
								4,333.00		4,333.00
0099190	07/15/21	Recon	0166304	A.W.E.S.O.M.E. Pest Serv	V0148285	06/30/21	B0003443	240.00		240.00
								240.00		240.00
0099191	07/15/21	Recon	0209709	Accurate Employment Scre	V0148353	07/15/21	B0004025	1,200.00		1,200.00
								1,200.00		1,200.00
0099192	07/15/21	Recon	0175113	Algor Plumbing	V0148284	06/30/21	B0003484	42.00		42.00
								42.00		42.00
0099193	07/15/21	Recon	0205001	ALL Construction Group	V0148295	06/30/21	B0003507	71,776.94		71,776.94
								71,776.94		71,776.94
0099194	07/15/21	Recon	0188188	Amazon Capital Services	V0148296	06/30/21		20.15-		-20.15
					V0148307	06/30/21	B0003966	420.75		420.75
					V0148308	06/30/21	B0003966	12.00		12.00
					V0148309	06/30/21	B0003966	32.42		32.42
					V0148314	06/30/21	P0010349	475.20		475.20
					V0148315	06/30/21	P0010334	152.18		152.18
					V0148357	07/15/21	B0004021	55.08		55.08
					V0148371	07/15/21	B0003943	240.29		240.29
					V0148372	07/15/21	B0004028	279.34		279.34
					V0148373	07/15/21	B0004028	1,979.11		1,979.11
					V0148374	07/15/21	B0003943	372.72		372.72
					V0148381	07/15/21	B0004028	549.75		549.75
					V0148383	07/15/21	B0004028	294.58		294.58
					V0148404	07/15/21	P0010359	493.83		493.83
								5,337.10		5,337.10
0099195	07/15/21	Recon	0209180	Archetype Innovations, L	V0148391	07/15/21	P0010366	4,515.00		4,515.00
								4,515.00		4,515.00
0099196	07/15/21	Recon	0198820	Asure Software	V0148288	06/30/21	B0003584	30.00		30.00
					V0148289	06/30/21	B0003584	100.50		100.50
								130.50		130.50

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 7

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099197	07/15/21	Recon	0000973	AT&T	V0148281	06/30/21	B0003430	1,619.95		1,619.95
								1,619.95		1,619.95
0099198	07/15/21	Recon	0001953	AT&T Mobility	V0148275	06/30/21	B0003468	143.65		143.65
								143.65		143.65
0099199	07/15/21	Recon	0001401	AZ Commercial	V0148253	06/30/21	B0003449	46.36		46.36
					V0148254	06/30/21	B0003449	17.37		17.37
					V0148377	07/15/21	B0003954	58.80		58.80
								122.53		122.53
0099200	07/15/21	Recon	0196421	Balloons by Tommy	V0148396	07/15/21	P0010361	669.00		669.00
								669.00		669.00
0099201	07/15/21	Recon	0000986	Berwyn Development Corp	V0148301	06/30/21	P0010299	1,080.00		1,080.00
					V0148304	06/30/21	P0010352	2,000.00		2,000.00
								3,080.00		3,080.00
0099202	07/15/21	Recon	0194510	Blades of Glory Inc	V0148257	06/30/21	B0003910	700.00		700.00
					V0148258	06/30/21	B0003910	700.00		700.00
					V0148259	06/30/21	B0003910	700.00		700.00
					V0148379	07/15/21	B0003997	700.00		700.00
								2,800.00		2,800.00
0099203	07/15/21	Recon	0166207	BSA	V0148286	06/30/21	B0003470	1,927.50		1,927.50
					V0148313	06/30/21	P0010051	22,016.00		22,016.00
								23,943.50		23,943.50
0099204	07/15/21	Outst	0001466	CAIRS	V0148316	06/30/21	P0010333	742.00		742.00
								742.00		742.00
0099205	07/15/21	Recon	0007998	Cassidy Tire & Service	V0148378	07/15/21	B0003957	37.50		37.50
								37.50		37.50
0099206	07/15/21	Recon	0001593	CDW-Government, Inc	V0148300	06/30/21	P0010327	111.47		111.47
								111.47		111.47
0099207	07/15/21	Recon	0152735	Cengage Learning/Gale	V0148322	06/30/21	P0010293	300.00		300.00
								300.00		300.00

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 8

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099208	07/15/21	Recon	0001195	Cintas Corporation	V0148358	07/15/21	B0003975	132.52		132.52
								132.52		132.52
0099209	07/15/21	Recon	0001195	Cintas Corporation	V0148292	06/30/21	B0003438	206.30		206.30
					V0148352	07/15/21	B0003974	206.30		206.30
					V0148368	07/15/21	B0003974	206.30		206.30
								618.90		618.90
0099210	07/15/21	Recon	0001485	Citibank, N.A.	V0148318	06/30/21	P0010353	212.00		212.00
					V0148319	06/30/21	P0010355	506.63		506.63
					V0148320	06/30/21	P0010354	414.78		414.78
					V0148321	06/30/21		43.38		43.38
								1,176.79		1,176.79
0099211	07/15/21	Recon	0194137	CLARUS Corporation	V0148167	06/30/21		1,000.00		1,000.00
								1,000.00		1,000.00
0099212	07/15/21	Outst	0209581	Combined Veterans of Ber	V0148359	07/15/21	B0003965	500.00		500.00
								500.00		500.00
0099213	07/15/21	Recon	0001013	ComEd	V0148247	07/13/21	B0003460	16,552.52		16,552.52
								16,552.52		16,552.52
0099214	07/15/21	Recon	0001013	ComEd	V0148173	06/30/21		47.74		47.74
								47.74		47.74
0099215	07/15/21	Recon	0208992	Direct Energy Business	V0148297	06/30/21	B0003869	5,958.61		5,958.61
								5,958.61		5,958.61
0099216	07/15/21	Recon	0209578	DisposAll Waste Services	V0148179	06/30/21		450.00		450.00
								450.00		450.00
0099217	07/15/21	Recon	0170794	The Dot Net Factory	V0148393	07/15/21	P0010365	5,796.58		5,796.58
								5,796.58		5,796.58
0099218	07/15/21	Recon	0182724	Dyopath LLC	V0148369	07/15/21	B0004011	7,750.00		7,750.00
								7,750.00		7,750.00



16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 9

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099219	07/15/21	Recon	0204809	ECS Midwest, LLC	V0148248	07/13/21	B0003877	3,950.00		3,950.00
								3,950.00		3,950.00
0099220	07/15/21	Outst	0001240	Enterprise Rent-A-Car	V0148226	06/30/21		313.52		313.52
								313.52		313.52
0099221	07/15/21	Recon	0169651	Essential Education	V0148406	06/30/21	P0010339	2,729.92		2,729.92
								2,729.92		2,729.92
0099222	07/15/21	Recon	0001029	Fed Ex	V0148244	06/30/21	B0003527	18.73		18.73
								18.73		18.73
0099223	07/15/21	Recon	0196370	FHEG Morton College Book	V0148216	06/30/21		22,032.49		22,032.49
					V0148251	06/30/21	B0003564	420.85		420.85
					V0148252	06/30/21	P0010292	694.00		694.00
								23,147.34		23,147.34
0099224	07/15/21	Recon	0001791	Filter Services Inc	V0148175	06/30/21		1,664.53		1,664.53
								1,664.53		1,664.53
0099225	07/15/21	Recon	0157592	First Communications	V0148280	06/30/21	B0003433	991.56		991.56
								991.56		991.56
0099226	07/15/21	Recon	0001034	Flinn Scientific Inc	V0148398	07/15/21	P0010375	147.56		147.56
					V0148400	07/15/21	P0010389	11.05		11.05
								158.61		158.61
0099227	07/15/21	Recon	0205972	Gas Plus DBA Buddy Bear	V0148250	06/30/21	B0003864	107.94		107.94
								107.94		107.94
0099228	07/15/21	Recon	0161549	Heartland Business Syste	V0148328	07/14/21	B0003958	3,000.00		3,000.00
					V0148387	07/15/21	B0003958	12,275.00		12,275.00
								15,275.00		15,275.00
0099229	07/15/21	Recon	0161549	Heartland Business Syste	V0148184	06/30/21		742.50		742.50
								742.50		742.50
0099230	07/15/21	Recon	0161549	Heartland Business Syste	V0148185	06/30/21		500.00		500.00
								500.00		500.00

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 10

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099231	07/15/21	Outst	0205770	Henry Schein, Inc.	V0148324	06/30/21	B0003938	267.24		267.24
								267.24		267.24
0099232	07/15/21	Recon	0001666	Herbkoe Fun Foods	V0148218	06/30/21		895.00		895.00
					V0148219	06/30/21		795.00		795.00
								1,690.00		1,690.00
0099233	07/15/21	Recon	0001381	Home Depot/GECF	V0148367	07/15/21	B0003978	83.82		83.82
								83.82		83.82
0099234	07/15/21	Recon	0001068	ILLCO, Inc.	V0148332	06/30/21	B0003828	102.20		102.20
								102.20		102.20
0099235	07/15/21	Recon	0209256	Insurance Program Manage	V0148394	07/15/21	P0010358	147,908.00		147,908.00
								147,908.00		147,908.00
0099236	07/15/21	Recon	0001647	Iron Mountain	V0148246	06/30/21	B0003465	514.37		514.37
								514.37		514.37
0099237	07/15/21	Recon	0001775	Jostens	V0148211	06/30/21		1,721.16		1,721.16
					V0148262	06/30/21	B0003518	9.16		9.16
					V0148263	06/30/21	B0003518	813.10		813.10
					V0148264	06/30/21	B0003518	27.48		27.48
					V0148365	07/15/21	B0003955	27.48		27.48
					V0148366	07/15/21	B0003955	186.53		186.53
								2,784.91		2,784.91
0099238	07/15/21	Recon	0001890	Konica Minolta Bus Solut	V0148245	07/13/21	B0003440	12.62		12.62
					V0148291	06/30/21	B0003440	2.27		2.27
								14.89		14.89
0099239	07/15/21	Recon	0002233	Konica Minolta Premier F	V0148364	07/15/21	B0004008	451.00		451.00
								451.00		451.00
0099240	07/15/21	Recon	0002233	Konica Minolta Premier F	V0148361	07/15/21	B0004008	2,897.00		2,897.00
								2,897.00		2,897.00
0099241	07/15/21	Recon	0002233	Konica Minolta Premier F	V0148362	07/15/21	B0004008	125.17		125.17
								125.17		125.17

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 11

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099242	07/15/21	Recon	0188162	Lake County Press	V0148305	06/30/21	P0010351	4,680.00		4,680.00
					V0148306	06/30/21	P0010350	3,935.00		3,935.00
								8,615.00		8,615.00
0099243	07/15/21	Outst	0205148	Lembke & Sons, Inc.	V0148194	06/30/21		372.69		372.69
								372.69		372.69
0099244	07/15/21	Recon	0204562	Lo Destro Construction C	V0148351	06/30/21	B0003699	32,250.00		32,250.00
					V0148375	07/15/21	B0004022	9,475.00		9,475.00
								41,725.00		41,725.00
0099245	07/15/21	Recon	0001763	Mecor, Inc.	V0148278	06/30/21	B0003482	259.02		259.02
								259.02		259.02
0099246	07/15/21	Recon	0001289	Menards	V0148279	06/30/21	B0003463	30.56		30.56
								30.56		30.56
0099247	07/15/21	Recon	0182207	Mesirow Insurance Servic	V0148370	07/15/21	B0003942	11,250.00		11,250.00
					V0148392	07/15/21	B0004010	88,768.00		88,768.00
					V0148397	07/15/21	P0010357	4,834.00		4,834.00
								104,852.00		104,852.00
0099248	07/15/21	Recon	0001339	Minuteman Press of Lyons	V0148326	07/14/21	P0010378	511.96		511.96
								511.96		511.96
0099249	07/15/21	Recon	0208793	NAPA Auto Parts	V0148287	07/14/21	B0003846	84.99		84.99
								84.99		84.99
0099250	07/15/21	Recon	0001113	New Readers Press	V0148405	06/30/21	P0010322	305.51		305.51
					V0148407	06/30/21	P0010310	1,250.00		1,250.00
								1,555.51		1,555.51
0099251	07/15/21	Recon	0209110	Nikon Instruments Inc.	V0148276	06/30/21	B0003888	33,705.46		33,705.46
					V0148277	06/30/21	B0003888	1,738.80		1,738.80
								35,444.26		35,444.26
0099252	07/15/21	Outst	0001617	O.C. Tanner	V0148196	06/30/21		283.72		283.72
					V0148198	06/30/21		321.68		321.68
								605.40		605.40

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 12

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099253	07/15/21	Recon	0001122	Office Depot	V0148268	06/30/21	B0003796	13.99		13.99
					V0148269	06/30/21	B0003796	46.99		46.99
					V0148271	06/30/21	B0003796	59.99		59.99
					V0148272	06/30/21	B0003796	68.01		68.01
					V0148273	06/30/21	B0003796	34.99		34.99
								223.97		223.97
0099254	07/15/21	Recon	0208913	Outfront Media LLC	V0148354	07/15/21	B0004024	1,400.00		1,400.00
					V0148355	07/15/21	B0004024	232.80		232.80
					V0148356	07/15/21	B0004024	2,296.00		2,296.00
								3,928.80		3,928.80
0099255	07/15/21	Recon	0002406	Paisans Pizza	V0148182	06/30/21		1,323.00		1,323.00
					V0148202	06/30/21		132.00		132.00
					V0148310	06/30/21	P0010340	115.50		115.50
					V0148311	06/30/21	P0010340	144.67		144.67
					V0148312	06/30/21	P0010340	99.00		99.00
								1,814.17		1,814.17
0099256	07/15/21	Outst	0205866	Party People Entertainme	V0148399	07/15/21	P0010383	3,800.00		3,800.00
								3,800.00		3,800.00
0099257	07/15/21	Recon	0197256	Precision Electric	V0148178	06/30/21		750.00		750.00
								750.00		750.00
0099258	07/15/21	Recon	0200163	Rave Wireless, Inc.	V0148395	07/15/21	P0010360	8,250.00		8,250.00
								8,250.00		8,250.00
0099259	07/15/21	Recon	0209702	Megan Raysby-North Shore	V0148401	07/15/21	P0010381	450.00		450.00
					V0148402	07/15/21	P0010381	750.00		750.00
								1,200.00		1,200.00
0099260	07/15/21	Recon	0007922	RR Donnelley	V0148209	06/30/21		592.36		592.36
								592.36		592.36
0099261	07/15/21	Recon	0169797	Russo's Power Equipment,	V0148283	07/14/21	B0003936	279.71		279.71
								279.71		279.71
0099262	07/15/21	Recon	0200642	Service Sanitation, Inc.	V0148221	06/30/21		280.00		280.00
								280.00		280.00

16 Aug 2021  
16:47

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 13

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099263	07/15/21	Recon	0001967	Shaw Media	V0148274	06/30/21	B0003534	1,199.00		1,199.00
								1,199.00		1,199.00
0099264	07/15/21	Recon	0000965	Sigma-Aldrich Inc	V0148302	06/30/21	P0010319	133.14		133.14
					V0148303	06/30/21	P0010319	462.86		462.86
					V0148317	06/30/21	P0010133	202.30		202.30
					V0148350	06/30/21	P0010133	346.79		346.79
								1,145.09		1,145.09
0099265	07/15/21	Recon	0001156	Smithereen Exterminating	V0148390	07/15/21	B0003973	170.00		170.00
								170.00		170.00
0099266	07/15/21	Recon	0002889	Suburban Door Check & Lo	V0148212	06/30/21		496.00		496.00
								496.00		496.00
0099267	07/15/21	Recon	0001165	Swank Motion Pictures In	V0148249	06/30/21	P0010289	780.00		780.00
								780.00		780.00
0099268	07/15/21	Outst	0155715	Technology Management Re	V0148290	06/30/21	B0003442	1,141.05		1,141.05
								1,141.05		1,141.05
0099269	07/15/21	Recon	0199533	Tim's Glass and Mirror	V0148177	06/30/21		2,100.00		2,100.00
								2,100.00		2,100.00
0099270	07/15/21	Recon	0002594	Training Concepts, Inc.	V0147960	06/30/21	P0010331	695.95		695.95
								695.95		695.95
0099271	07/15/21	Recon	0177074	Turnitin, LLC	V0148327	07/14/21	P0010373	12,933.00		12,933.00
								12,933.00		12,933.00
0099272	07/15/21	Recon	0208912	View Chicago LLC	V0148388	07/15/21	B0003963	2,000.00		2,000.00
								2,000.00		2,000.00
0099273	07/15/21	Recon	0001406	Wex Bank	V0148256	06/30/21	B0003488	1,677.53		1,677.53
								1,677.53		1,677.53
0099274	07/19/21	Recon	0208183	Miner & East, Inc.	V0148444	06/30/21		130,484.00		130,484.00
								130,484.00		130,484.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 14

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099275	07/21/21	Outst	0188213	First Midwest Bank	V0148454	06/30/21		209.00		209.00
					V0148459	06/30/21	B0003678	300.00		300.00
					V0148460	06/30/21	B0003535	11.87		11.87
					V0148461	06/30/21	B0003678	199.00		199.00
					V0148462	06/30/21	P0010280	588.00		588.00
					V0148463	06/30/21	P0010271	666.40		666.40
					V0148464	06/30/21	B0003678	111.56		111.56
					V0148465	06/30/21	P0010304	350.00		350.00
					V0148466	06/30/21	B0003930	59.72		59.72
					V0148467	06/30/21	P0010308	231.00		231.00
					V0148468	06/30/21	B0003678	45.00		45.00
					V0148469	06/30/21	P0010324	10,092.00		10,092.00
					V0148470	06/30/21	B0003678	15.43		15.43
								12,878.98		12,878.98
0099276	07/21/21	Outst	0188213	First Midwest Bank	V0148418	06/30/21		315.90		315.90
								315.90		315.90
0099277	07/21/21	Outst	0188213	First Midwest Bank	V0148440	06/30/21		185.96		185.96
								185.96		185.96
0099278	07/21/21	Outst	0188213	First Midwest Bank	V0148452	06/30/21		17,792.88		17,792.88
								17,792.88		17,792.88
0099279	07/22/21	Outst	0209696	All In Volleyball Inc. N	V0148414	07/15/21		575.00		575.00
								575.00		575.00
0099280	07/22/21	Outst	0209512	The Art Institute of Chi	V0148333	07/14/21		5,000.00		5,000.00
								5,000.00		5,000.00
0099281	07/22/21	Recon	0013691	Sally Caicedo	V0148456	07/20/21		425.00		425.00
								425.00		425.00
0099282	07/22/21	Recon	0208811	Stephen Dowjotas	V0148376	07/15/21		4,000.00		4,000.00
								466.60		466.60
								4,466.60		4,466.60
0099283	07/22/21	Recon	0000724	Dr. Brian R. Gilligan	V0148237	07/13/21		449.00		449.00
								449.00		449.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 15

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099284	07/22/21	Outst	0209727	Go Global Rectuiting LLC	V0148408	07/15/21		500.00		500.00
								500.00		500.00
0099285	07/22/21	Outst	0003017	Mr. Gene T. Jundt	V0148441	07/19/21		37.44		37.44
								37.44		37.44
0099286	07/22/21	Outst	0003232	Ms. Lisa A. Mathelier	V0148448	07/20/21		149.92		149.92
								149.92		149.92
0099287	07/22/21	Outst	0105388	Ms. Alejandra Melero	V0148445	07/19/21		200.00		200.00
								200.00		200.00
0099288	07/22/21	Recon	0088242	Mr. Willie D. Merrill	V0121160	09/20/19		612.50		612.50
								612.50		612.50
0099289	07/22/21	Outst	0209668	Nikolas Radenkovich	V0148243	06/30/21		175.00		175.00
					V0148458	06/30/21		98.00		98.00
								273.00		273.00
0099290	07/22/21	Recon	0000726	Dr. Jennifer L. Reft	V0148449	06/30/21		19.00		19.00
					V0148450	07/20/21		9.50		9.50
								28.50		28.50
0099291	07/22/21	Recon	0206741	Rocco M. Scanza	V0138222	10/22/20		2,550.00		2,550.00
					V0148416	06/30/21		850.00		850.00
								3,400.00		3,400.00
0099292	07/22/21	Outst	0205744	Thaddeus M. Slowik, III	V0148242	06/30/21		699.50		699.50
								699.50		699.50
0099293	07/22/21	Recon	0153795	Maciej Telus	V0121285	09/25/19		160.00		160.00
					V0122371	10/17/19		160.00		160.00
					V0122590	10/29/19		160.00		160.00
								480.00		480.00
0099294	07/22/21	Outst	0055604	Ana L. Valdez	V0148457	07/21/21		29.44		29.44
								29.44		29.44
0099295	07/22/21	Recon	0200288	Mr. Thomas J. Welsh, Jr.	V0119177	08/12/19		300.00		300.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 16

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								300.00		300.00
0099296	07/22/21	Recon	0200288	Mr. Thomas J. Welsh, Jr.	V0119183	08/12/19		150.00		150.00
								150.00		150.00
0099315	07/28/21	Recon	0209905	Teresa L. Alderman	V0148529	07/27/21		3,500.00		3,500.00
					V0148548	07/28/21		150.00		150.00
								3,650.00		3,650.00
0099316	07/28/21	Outst	0000924	Mr. Craig F. Casey	V0148472	07/22/21		55.27		55.27
								55.27		55.27
0099317	07/28/21	Outst	0195025	Mr. Jason R. Edgar	V0148522	07/27/21		22.57		22.57
								22.57		22.57
0099318	07/28/21	Outst	0207368	Luis Daniel Escalante Ag	V0148475	07/22/21		256.00		256.00
								256.00		256.00
0099319	07/28/21	Outst	0000724	Dr. Brian R. Gilligan	V0148542	07/28/21		147.00		147.00
								147.00		147.00
0099320	07/28/21	Outst	0209885	Illinois State Library	V0148484	06/30/21		8,631.06		8,631.06
								8,631.06		8,631.06
0099321	07/28/21	Outst	0001121	O'Brien Cleaners	V0148471	07/22/21		162.00		162.00
								162.00		162.00
0099322	07/28/21	Outst	0205567	Ms. Courtney O'Brien	V0148482	07/26/21		102.71		102.71
								102.71		102.71
0099323	07/28/21	Outst	0209706	Jaime Sandoval	V0148476	07/24/21		300.00		300.00
								300.00		300.00
0099324	07/28/21	Outst	0055604	Ana L. Valdez	V0148527	07/27/21		34.33		34.33
								34.33		34.33
0099325	07/29/21	Outst	0001422	CCCTU-Cope Fund	V0148555	07/29/21		124.00		124.00
								124.00		124.00



Page 17

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099326	07/29/21	Outst	0001374	College & University Cre	V0148557	07/29/21		200.00		200.00
								200.00		200.00
0099327	07/29/21	Outst	0001371	Colonial Life & Accident	V0148558	07/29/21		12.00		12.00
								12.00		12.00
0099328	07/29/21	Outst	0191845	Metropolitan Alliance of	V0148559	07/29/21		258.00		258.00
								258.00		258.00
0099329	07/29/21	Outst	0101061	Morton College Faculty	V0148556	07/29/21		2.78		2.78
								2.78		2.78
0099330	07/29/21	Outst	0001372	Morton College Teachers	V0148561	07/29/21		1,726.53		1,726.53
								1,726.53		1,726.53
0099331	07/29/21	Outst	0001372	Morton College Teachers	V0148560	07/29/21		2,593.32		2,593.32
								2,593.32		2,593.32
0099332	07/29/21	Outst	0001513	SEIU Local 73 Cope	V0148563	07/29/21		8.00		8.00
								8.00		8.00
0099333	07/29/21	Outst	0001373	Service Employees Intl U	V0148564	07/29/21		430.88		430.88
								430.88		430.88
0099334	07/29/21	Outst	0001563	State Disbursement Unit	V0148565 V0148566	07/29/21 07/29/21		112.22 1,023.93		112.22 1,023.93
								1,136.15		1,136.15
0099335	07/29/21	Outst	0001161	State Univ Retirement Sy	V0148567	07/29/21		67,467.49		67,467.49
								67,467.49		67,467.49
0099336	07/29/21	Outst	0209888	Vallene Becktel	V0148577	07/28/21	P0010423	325.00		325.00
								325.00		325.00
0099337	07/29/21	Outst	0175113	Algor Plumbing	V0148607	07/28/21	B0003992	34.14		34.14
								34.14		34.14
0099338	07/29/21	Outst	0190802	All-Types Elevators Inc	V0148330	06/30/21		548.00		548.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 18

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								548.00		548.00
0099339	07/29/21	Outst	0188188	Amazon Capital Services	V0148413	06/30/21		4,786.10		4,786.10
					V0148415	06/30/21		251.90		251.90
					V0148532	06/30/21		478.61-		-478.61
					V0148533	06/30/21		201.50-		-201.50
					V0148534	06/30/21		80.60-		-80.60
					V0148593	07/28/21	B0003943	256.55		256.55
					V0148594	07/28/21	B0003943	375.85		375.85
					V0148622	07/28/21	B0004012	12.90		12.90
					V0148636	07/29/21	B0004012	186.49		186.49
								5,109.08		5,109.08
0099340	07/29/21	Outst	0000981	American Library Associa	V0148648	07/29/21	P0010394	870.00		870.00
								870.00		870.00
0099341	07/29/21	Outst	0000971	American Red Cross	V0148447	06/30/21		367.20		367.20
								367.20		367.20
0099342	07/29/21	Outst	0001953	AT&T Mobility	V0148608	07/28/21	B0004038	2,102.00		2,102.00
								2,102.00		2,102.00
0099343	07/29/21	Outst	0001401	AZ Commercial	V0148612	07/28/21	B0003954	63.34		63.34
								63.34		63.34
0099344	07/29/21	Outst	0196421	Balloons by Tommy	V0148538	06/30/21	P0010030	980.00		980.00
					V0148539	06/30/21	P0010210	1,250.00		1,250.00
								2,230.00		2,230.00
0099345	07/29/21	Outst	0002652	Berwyn Park District	V0148580	07/28/21	P0010421	1,000.00		1,000.00
								1,000.00		1,000.00
0099346	07/29/21	Outst	0001923	CARLI	V0148579	07/28/21	P0010426	59,625.47		59,625.47
					V0148645	07/29/21	P0010403	12,414.00		12,414.00
								72,039.47		72,039.47
0099347	07/29/21	Outst	0007998	Cassidy Tire & Service	V0148590	07/28/21	B0003957	255.28		255.28
								255.28		255.28
0099348	07/29/21	Void	0001593	CDW-Government, Inc			B0003957			

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 19

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099349	07/29/21	Outst	0001593	CDW-Government, Inc	V0148483	06/30/21		111.47		111.47
								111.47		111.47
0099350	07/29/21	Outst	0001195	Cintas Corporation	V0148597	07/28/21	B0004036	137.99		137.99
								137.99		137.99
0099351	07/29/21	Outst	0001195	Cintas Corporation	V0148603	07/28/21	B0003974	206.30		206.30
								206.30		206.30
0099352	07/29/21	Outst	0204997	Clinical Pattern Recogni	V0148637	07/29/21	P0010417	3,402.00		3,402.00
								3,402.00		3,402.00
0099353	07/29/21	Outst	0201853	Club Automation, LLC	V0148598	07/28/21	B0004042	872.92		872.92
								872.92		872.92
0099354	07/29/21	Outst	0001752	Comcast	V0148613	07/28/21	B0003941	6.30		6.30
					V0148614	07/28/21	B0004037	59.27		59.27
					V0148615	07/28/21	B0003941	183.35		183.35
					V0148633	07/29/21	B0004034	177.67		177.67
								426.59		426.59
0099355	07/29/21	Outst	0001013	ComEd	V0148524	06/30/21	B0003460	7,899.77		7,899.77
					V0148592	07/28/21	B0004003	7,899.77		7,899.77
					V0148618	07/28/21	B0004016	123.15		123.15
								15,922.69		15,922.69
0099356	07/29/21	Outst	0205020	DiaMedical USA Equipment	V0148656	07/29/21	P0010356	499.90		499.90
								499.90		499.90
0099357	07/29/21	Outst	0000989	Dick Blick	V0148621	07/28/21	B0004002	306.49		306.49
								306.49		306.49
0099358	07/29/21	Outst	0208992	Direct Energy Business	V0148570	06/30/21		4,064.03		4,064.03
								4,064.03		4,064.03
0099359	07/29/21	Outst	0001508	EBSCO	V0148651	07/29/21	P0010390	27,454.90		27,454.90
								27,454.90		27,454.90
0099360	07/29/21	Outst	0002185	Ellucian Inc.	V0148544	06/30/21		6,813.00		6,813.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 20

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0148545	07/28/21		1,500.00		1,500.00
					V0148553	06/30/21	B0004050	1,500.00		1,500.00
					V0148554	06/30/21	B0004050	1,500.00		1,500.00
								11,313.00		11,313.00
0099361	07/29/21	Outst	0198694	ePromos Promotional Prod	V0148643	07/29/21	P0010396	934.90		934.90
								934.90		934.90
0099362	07/29/21	Outst	0155859	Everything But the Mime,	V0148481	06/30/21		900.00		900.00
								900.00		900.00
0099363	07/29/21	Outst	0001029	Fed Ex	V0148591	07/28/21	B0003947	35.10		35.10
					V0148619	07/28/21	B0003947	91.32		91.32
								126.42		126.42
0099364	07/29/21	Outst	0196370	FHEG Morton College Book	V0148214	06/30/21		6,740.05		6,740.05
								6,740.05		6,740.05
0099365	07/29/21	Outst	0001033	Fisher Scientific Compan	V0148661	07/29/21	P0010398	872.00		872.00
								872.00		872.00
0099366	07/29/21	Outst	0007936	Ford Motor Company	V0148550	06/30/21		600.00		600.00
								600.00		600.00
0099367	07/29/21	Outst	0202852	Freepoint Energy Solutio	V0148588	07/28/21	B0004015	15,642.61		15,642.61
								15,642.61		15,642.61
0099368	07/29/21	Outst	0202852	Freepoint Energy Solutio	V0148495	06/30/21		15,642.62		15,642.62
								15,642.62		15,642.62
0099369	07/29/21	Outst	0205852	GooseChase Adventures In	V0148642	07/29/21	P0010412	2,000.00		2,000.00
								2,000.00		2,000.00
0099370	07/29/21	Outst	0001001	Got Laundry Chicago?, In	V0148347	06/30/21		140.60		140.60
								140.60		140.60
0099371	07/29/21	Outst	0001381	Home Depot/GECF	V0148609	07/28/21	B0003978	451.13		451.13
					V0148610	07/28/21	B0003978	46.45		46.45
								497.58		497.58

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 21

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099372	07/29/21	Outst	0001061	ICCTA	V0148596	07/28/21	P0010397	200.00		200.00
								200.00		200.00
0099373	07/29/21	Outst	0001068	ILLCO, Inc.	V0148584	07/28/21	B0003972	402.74		402.74
								402.74		402.74
0099374	07/29/21	Outst	0193931	Johnson Controls Inc	V0148571	06/30/21	B0003566	53,920.00		53,920.00
					V0148572	06/30/21	B0003566	12,117.92		12,117.92
					V0148573	06/30/21	B0003566	21,735.84		21,735.84
					V0148574	06/30/21	B0003566	9,520.00		9,520.00
					V0148575	06/30/21	B0003566	12,962.08		12,962.08
								110,255.84		110,255.84
0099375	07/29/21	Outst	0197706	Johnson Controls Securit	V0148605	07/28/21	B0003962	255.39		255.39
								255.39		255.39
0099376	07/29/21	Outst	0001775	Jostens	V0148386	06/30/21		2,854.50		2,854.50
					V0148417	06/30/21		1,055.30		1,055.30
					V0148528	07/27/21		37.05		-37.05
					V0148585	07/28/21	B0003955	288.09		288.09
					V0148586	07/28/21	B0003955	553.23		553.23
					V0148587	07/28/21	B0003955	9.16		9.16
					V0148599	07/28/21	B0003955	1,126.95		1,126.95
					V0148600	07/28/21	B0003955	1,457.25		1,457.25
								7,307.43		7,307.43
0099377	07/29/21	Outst	0001890	Konica Minolta Bus Solut	V0148523	06/30/21	B0003440	100.96		-100.96
					V0148540	06/30/21	B0003440	15.39		15.39
					V0148541	06/30/21	B0003440	25.74		25.74
					V0148630	07/28/21	B0004007	1,163.73		1,163.73
								1,103.90		1,103.90
0099378	07/29/21	Outst	0002233	Konica Minolta Premier F	V0148602	07/28/21	B0004008	777.63		777.63
								777.63		777.63
0099379	07/29/21	Outst	0002233	Konica Minolta Premier F	V0148616	07/28/21	B0004008	197.00		197.00
								197.00		197.00
0099380	07/29/21	Outst	0002233	Konica Minolta Premier F	V0148617	07/28/21	B0004008	332.61		332.61
								332.61		332.61

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 22

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099381	07/29/21	Outst	0188162	Lake County Press	V0148525	06/30/21	P0010087	669.00		669.00
								669.00		669.00
0099382	07/29/21	Outst	0001289	Menards	V0148493	06/30/21		89.01		89.01
					V0148494	06/30/21		44.60		44.60
					V0148601	07/28/21	B0003977	112.31		112.31
								245.92		245.92
0099383	07/29/21	Outst	0209373	Meraki Kreativ LLC	V0148658	07/29/21	P0010414	401.00		401.00
					V0148659	07/29/21	P0010407	975.00		975.00
								1,376.00		1,376.00
0099384	07/29/21	Outst	0194501	Michael Kautz Carpets &	V0148568	06/30/21	B0003897	43,395.00		43,395.00
					V0148620	07/28/21	B0004041	153,450.00		153,450.00
								196,845.00		196,845.00
0099385	07/29/21	Outst	0198942	Midwest ASTC, LLC	V0148649	07/29/21	P0010382	650.00		650.00
								650.00		650.00
0099386	07/29/21	Void	0001113	New Readers Press						
0099387	07/29/21	Outst	0001118	NILRC	V0148623	07/28/21	B0004029	4,738.65		4,738.65
					V0148624	07/28/21	B0004029	51.80		51.80
					V0148626	07/28/21	B0004029	3,104.85		3,104.85
					V0148627	07/28/21	B0004029	1,876.89		1,876.89
					V0148628	07/28/21	B0004029	3,365.64		3,365.64
					V0148629	07/28/21	B0004029	2,184.44		2,184.44
					V0148644	07/29/21	P0010399	1,076.00		1,076.00
								16,398.27		16,398.27
0099388	07/29/21	Outst	0001122	Office Depot	V0148589	07/28/21	B0004004	99.28		99.28
								99.28		99.28
0099389	07/29/21	Outst	0208913	Outfront Media LLC	V0148604	07/28/21	B0004024	112.00		112.00
								112.00		112.00
0099390	07/29/21	Outst	0002406	Paisans Pizza	V0148213	06/30/21		755.00		755.00
					V0148232	06/30/21		83.05		83.05
					V0148635	07/29/21	P0010391	1,124.00		1,124.00
					V0148639	07/29/21	P0010418	58.00		58.00
					V0148640	07/29/21	P0010418	132.00		132.00
					V0148660	07/29/21	P0010404	1,800.00		1,800.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 23

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								3,952.05		3,952.05
0099391	07/29/21	Outst	0194892	Park District of La Gran	V0148581	07/28/21	P0010420	700.00		700.00
								700.00		700.00
0099392	07/29/21	Outst	0205863	Respondus, Inc.	V0148578	07/28/21	P0010431	7,695.00		7,695.00
								7,695.00		7,695.00
0099393	07/29/21	Outst	0209706	Jaime Sandoval	V0148230	06/30/21		300.00		300.00
								300.00		300.00
0099394	07/29/21	Outst	0001967	Shaw Media	V0148210	06/30/21		88.94		88.94
								88.94		88.94
0099395	07/29/21	Outst	0000965	Sigma-Aldrich Inc	V0148655	07/29/21	P0010374	104.86		104.86
					V0148657	07/29/21	P0010374	288.76		288.76
								393.62		393.62
0099396	07/29/21	Outst	0207398	Simucase, LLC	V0148641	07/29/21	P0010416	1,180.00		1,180.00
					V0148647	07/29/21	P0010402	2,047.00		2,047.00
								3,227.00		3,227.00
0099397	07/29/21	Outst	0001514	Specialty Floors Inc	V0148662	07/29/21	P0010386	2,195.00		2,195.00
								2,195.00		2,195.00
0099398	07/29/21	Outst	0155715	Technology Management Re	V0148526	06/30/21	B0003442	1,141.05		1,141.05
								1,141.05		1,141.05
0099399	07/29/21	Outst	0193721	TimeClock Plus	V0148595	07/28/21	B0003944	2.50		2.50
								2.50		2.50
0099400	07/29/21	Outst	0002594	Training Concepts, Inc.	V0148650	07/29/21	P0010384	250.00		250.00
								250.00		250.00
0099401	07/29/21	Outst	0001174	Veritiv Operating Compan	V0148485	06/30/21		1,688.00		1,688.00
								1,688.00		1,688.00
0099402	07/29/21	Outst	0000974	Verizon Wireless	V0148576	07/28/21	B0003968	29.58		29.58
								29.58		29.58

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 24

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0099403	07/29/21	Outst	0200205	Visible Body	V0148638	07/29/21	P0010392	999.80		999.80
								999.80		999.80
0099404	07/29/21	Outst	0166312	Wells Fargo Equiptment F	V0148611	07/28/21	B0003991	1,248.00		1,248.00
								1,248.00		1,248.00
0099405	07/29/21	Outst	0177607	YBP Library Services	V0148634	07/29/21	B0003993	130.61		130.61
								130.61		130.61
0099406	07/29/21	Outst	0201761	Zoom Video Communication	V0148537	06/30/21	P0010323	47.83		47.83
								47.83		47.83
0099407	07/29/21	Outst	0001082	Lakeshore Learning Mater	V0148669	06/30/21	P0010143	797.38		797.38
								797.38		797.38
0099408	07/29/21	Outst	0001593	CDW-Government, Inc	V0148670	06/30/21	P0010332	21,294.56		21,294.56
								21,294.56		21,294.56
E0010542	07/07/21	Outst	0000915	Ms Cheryl L. Bulat	V0147978	06/30/21		75.00		75.00
								75.00		75.00
E0010543	07/07/21	Outst	0107686	Mrs. Blanca E. Jara	V0147740	06/29/21		105.09		105.09
					V0148011	07/06/21		79.01		79.01
					V0148012	07/06/21		18.00		18.00
					V0148014	07/06/21		19.37		19.37
								221.47		221.47
E0010544	07/07/21	Outst	0017224	Ms Gabriela Mata	V0147193	06/15/21		943.27		943.27
					V0147332	06/21/21		253.35		253.35
								1,196.62		1,196.62
E0010545	07/07/21	Outst	0000776	Mrs. Mireya Perez	V0147729	06/28/21		152.92		152.92
								152.92		152.92
E0010546	07/07/21	Outst	0000748	Ms. Diana C. Rodriguez	V0147866	06/30/21		425.00		425.00
								425.00		425.00
E0010615	07/14/21	Outst	0000799	Ms Marlana Avalos-Thomps	V0148189	06/30/21		480.00		480.00



16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 25

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0148228	07/12/21		417.00		417.00
								897.00		897.00
E0010616	07/14/21	Outst	0107686	Mrs. Blanca E. Jara	V0148176	06/30/21		14.32		14.32
								14.32		14.32
E0010617	07/14/21	Outst	0206101	Kevin W. McManaman	V0148197	07/08/21		2,500.00		2,500.00
								2,500.00		2,500.00
E0010618	07/14/21	Outst	0099077	Guadalupe Melo	V0148217	06/30/21		165.00		165.00
								165.00		165.00
E0010619	07/14/21	Outst	0141355	Max Melo	V0148220	06/30/21		159.50		159.50
								159.50		159.50
E0010620	07/14/21	Outst	0170685	Ms. Erica A. Munoz	V0128813	04/16/20		26.55		26.55
								26.55		26.55
E0010621	07/14/21	Outst	0199309	Jason Nichols	V0148171	06/30/21		31.77		31.77
					V0148191	07/08/21		10,000.00		10,000.00
								10,031.77		10,031.77
E0010622	07/14/21	Outst	0172945	Ms. Perla A. Santoyo	V0123277	11/19/19		35.05		35.05
								35.05		35.05
E0010623	07/14/21	Outst	0003089	Mr. Bradley J. Sleeth	V0136496	09/28/20		105.39		105.39
					V0136161	09/15/20		20.00		20.00
								125.39		125.39
E0010624	07/14/21	Outst	0000808	Ms. Marisol Velazquez	V0148186	06/30/21		149.97		149.97
								149.97		149.97
E0010625	07/14/21	Outst	0158266	Mr. Christopher J. Wido	V0148172	06/30/21		1,500.00		1,500.00
								1,500.00		1,500.00
E0010626	07/14/21	Outst	0190102	Ms. Brandie N. Windham	V0148188	06/30/21		500.00		500.00
								500.00		500.00

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 26

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0010627	07/14/21	Outst	0207194	DD's Operations LLC	V0148207	06/30/21		1,225.00		1,225.00
					V0148325	07/14/21	B0003999	525.00		525.00
								1,750.00		1,750.00
E0010630	07/15/21	Outst	0209135	Omni Financial Group, In	V0148341	07/15/21		9,927.66		9,927.66
								9,927.66		9,927.66
E0010631	07/21/21	Outst	0167416	Mrs. Cynthia Aleman - Lo	V0148453	07/20/21		425.00		425.00
								425.00		425.00
E0010632	07/21/21	Outst	0202517	Mr. Diego U. Aleman Sant	V0148298	07/14/21		230.00		230.00
								230.00		230.00
E0010633	07/21/21	Outst	0162406	Mrs. Irina V. Cline	V0148293	07/14/21		97.38		97.38
								97.38		97.38
E0010634	07/21/21	Outst	0002697	Dr. Keith McLaughlin	V0148348	06/30/21		5,000.00		5,000.00
								5,000.00		5,000.00
E0010635	07/21/21	Outst	0197664	Ms. Claudia Mosqueda	V0148451	07/20/21		269.89		269.89
								269.89		269.89
E0010636	07/21/21	Outst	0000776	Mrs. Mireya Perez	V0148349	06/30/21		5,000.00		5,000.00
								5,000.00		5,000.00
E0010637	07/21/21	Outst	0000953	Ms. Liliana Raygoza	V0148238	07/13/21		2,873.20		2,873.20
								2,873.20		2,873.20
E0010638	07/21/21	Outst	0172945	Ms. Perla A. Santoyo	V0148331	07/14/21		67.47		67.47
								67.47		67.47
E0010662	07/28/21	Outst	0202517	Mr. Diego U. Aleman Sant	V0148446	07/20/21		52.98		52.98
								52.98		52.98
E0010663	07/28/21	Outst	0000809	Mr. Hernan Alonso	V0148486	07/26/21		1,428.00		1,428.00
								1,428.00		1,428.00
E0010664	07/28/21	Outst	0206101	Kevin W. McManaman	V0148546	07/28/21		463.62		463.62

16 Aug 2021  
16:48

ACCOUNTS PAYABLE CHECK REGISTER  
Period 07/01/2021 - 07/31/2021

Page 27

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								463.62		463.62
E0010665	07/28/21	Outst	0200456	Alyssa Serewicz	V0148547	07/28/21		119.16		119.16
								119.16		119.16
E0010666	07/28/21	Outst	0002709	Mr. Derek C. Shouba	V0148473	07/22/21		500.00		500.00
					V0148487	06/30/21		637.50		637.50
								1,137.50		1,137.50
E0010667	07/28/21	Outst	0209135	Omni Financial Group, In	V0148562	07/29/21		9,927.66		9,927.66
								9,927.66		9,927.66
E0010668	07/29/21	Outst	0183910	Ms Vickie L. Gukenberger	V0148530	07/27/21	P0010364	5,000.00		5,000.00
								5,000.00		5,000.00
E0010669	07/29/21	Outst	0207194	DD's Operations LLC	V0148673	07/29/21	B0004053	1,610.00		1,610.00
								1,610.00		1,610.00
								1,632,148.46		1,632,148.46

16 Aug 2021  
16:48

CHECK REGISTER SUMMARY REPORT  
Period 07/01/2021 - 07/31/2021

Page 28

Bank Code	Account Number	Description	Debit	Credit
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01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,632,148.46	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,632,148.46
			-----	-----
			1,632,148.46	1,632,148.46

**Morton College  
Over 10K Report  
July 2021**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
ALL Construction Group	7/15/2021	0099193	2/24/2021	\$71,776.94	Final Payment
Amazon Capital Services	7/15/2021	0099194	EXEMPT	\$5,337.10	American Flags
Amazon Capital Services	7/29/2021	0099339	EXEMPT	\$5,109.08	Expo Markers
BSA	7/15/2021	0099203	EXEMPT	\$23,943.50	cleaning supplies
CARLI	7/29/2021	0099346	5/26/2021	\$72,039.47	CARLI Databases renewal
CDW-Government, Inc	7/15/2021	0099206	EXEMPT	\$111.47	Battery Back Up Desktop
CDW-Government, Inc	7/29/2021	0099349	EXEMPT	\$111.47	TRIPP UPS
CDW-Government, Inc	7/29/2021	0099408	EXEMPT	\$21,294.56	Lenovo 300e 11.6"
ComEd	7/15/2021	0099213	EXEMPT	\$16,552.52	Light Services
ComEd	7/15/2021	0099214	EXEMPT	\$47.74	MC Athletic Fields
ComEd	7/29/2021	0099355	EXEMPT	\$15,922.69	Light service
Direct Energy Business	7/15/2021	0099215	EXEMPT	\$5,958.61	Gas Energy Services
Direct Energy Business	7/29/2021	0099358	EXEMPT	\$4,064.03	Gas Services
EBSCO	7/29/2021	0099359	5/26/2021	\$27,454.90	Annual journal renewal
First Midwest Bank	7/21/2021	0099275	EXEMPT	\$12,878.98	Biteable
First Midwest Bank	7/21/2021	0099276	EXEMPT	\$315.90	Portillos - Cabinet
First Midwest Bank	7/21/2021	0099277	EXEMPT	\$185.96	Meeting Lunch
First Midwest Bank	7/21/2021	0099278	EXEMPT	\$17,792.88	Agent Fees
Freepoint Energy Solutions, LLC.	7/29/2021	0099367	11/18/2020	\$15,642.61	Energy Services
Freepoint Energy Solutions, LLC.	7/29/2021	0099368	11/18/2020	\$15,642.62	Energy Charge
Heartland Business Systems, LLC	7/15/2021	0099228	EXEMPT	\$15,275.00	Agreement Managed Service
Heartland Business Systems, LLC	7/15/2021	0099229	EXEMPT	\$742.50	Mitel Phone Support
Heartland Business Systems, LLC	7/15/2021	0099230	EXEMPT	\$500.00	Mitel Phone Support
Insurance Program Managers Group, LLC	7/15/2021	0099235	5/26/2021	\$147,908.00	FY22 Liability Insurance
Jason Nichols	7/14/2021	E0010621	EXEMPT	\$10,031.77	Reimbursement - Meal
Johnson Controls Inc	7/29/2021	0099374		\$110,255.84	App 12
Jostens	7/15/2021	0099237	EXEMPT	\$2,784.91	06/30/21
Jostens	7/29/2021	0099376	EXEMPT	\$7,307.43	Cap & Gowns
Lo Destro Construction Company	7/15/2021	0099244	2/24/2021	\$41,725.00	Construction Services
Mesirow Insurance Services, Inc	7/15/2021	0099247	5/26/2021	\$104,852.00	Athletic Accident Premium
Michael Kautz Carpets & Flooring	7/29/2021	0099384	5/26/2021	\$43,395.00	Nursing Rooms
Michael Kautz Carpets & Flooring	7/29/2021	0099384	4/28/2021	\$153,450.00	App 2/Corridor Floor Polishing
Miner & East, Inc.	7/19/2021	0099274		\$130,484.00	Miner & East, Inc
Nikon Instruments Inc.	7/15/2021	0099251	4/28/2021	\$35,444.26	Microscopes for Biology Lab
NILRC	7/29/2021	0099387	5/26/2021	\$16,398.27	Online Databases
Omni Financial Group, Inc.	7/15/2021	E0010630	4/28/2021	\$9,927.66	Payroll Deductions
Omni Financial Group, Inc.	7/28/2021	E0010667	4/28/2021	\$9,927.66	Payroll Deductions
State Univ Retirement Systems	7/15/2021	0099188	EXEMPT	\$67,403.13	Payroll Deductions
State Univ Retirement Systems	7/29/2021	0099335	EXEMPT	\$67,467.49	Payroll Deductions
Turnitin, LLC	7/15/2021	0099271	EXEMPT	\$12,933.00	Annual Contract
Total Paid				1,320,395.95	

**Morton Community College**  
**FY21 Budget Report**  
**For 12 Month Ending June 30, 2021**



**Morton Community College**  
**Budget Report Summary**  
**June 30, 2021**

**100%**

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 25,493,172	\$ 26,219,442	97.2%	\$ 726,270
Expenditures	(24,210,744)	(26,218,756)	92.3%	(2,008,012)
Net	\$ 1,282,428	\$ 686		\$ (1,281,742)
<u>Operations &amp; Maintenance Fund</u>				
Revenue	\$ 3,774,668	\$ 3,610,960	104.5%	\$ (163,708)
Expenditures	(2,949,696)	(3,609,557)	81.7%	(659,861)
Net	\$ 824,972	\$ 1,403		\$ (823,569)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 12,705,658	\$ 25,955,788	49.0%	\$ 13,250,130
Expenditures	(12,705,658)	(25,955,788)	49.0%	(13,250,130)
Net	\$ -	\$ -		\$ -
<u>Audit Fund</u>				
Revenue	\$ 72,227	\$ 71,567	100.9%	\$ (660)
Expenditures	(81,600)	(81,600)	100.0%	-
Net	\$ (9,373)	\$ (10,033)		\$ (660)
<u>Liability, Protection &amp; Settlement Fund</u>				
Revenue	\$ 726,884	\$ 801,734	90.7%	\$ 74,850
Expenditures	(2,172,044)	(2,336,280)	93.0%	(164,236)
Net	\$ (1,445,160)	\$ (1,534,546)		\$ (89,386)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 538,786	\$ 651,529	82.7%	\$ 112,743
Expenditures	(613,177)	(645,950)	94.9%	(32,773)
Net	\$ (74,391)	\$ 5,579		\$ 79,970
<u>Operations &amp; Maintenance (Restricted) Fund</u>				
Revenue	\$ 5,312,595	\$ 11,987,735	44.3%	\$ 6,675,140
Expenditures	(4,089,033)	11,987,735	-34.1%	16,076,768
Net	\$ 1,223,562	\$ 23,975,470		\$ 22,751,908
<u>All Funds</u>				
Revenue	\$ 48,623,990	\$ 69,298,755	70.2%	\$ 20,674,765
Expenditures	(46,821,952)	(46,860,196)	99.9%	\$ (38,244)
Net	\$ 1,802,038	\$ 22,438,559		\$ 20,636,521

**EDUCATION FUND REVENUE**  
**June 30, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>REVENUE</b>				
<b>LOCAL GOVERNMENT</b>				
Property taxes	\$ 7,603,806	\$ 7,530,232	101.0%	\$ (73,574)
Total Local Government	<u>\$ 7,603,806</u>	<u>\$ 7,530,232</u>		<u>\$ (73,574)</u>
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	\$ 934,625	\$ 650,000	143.8%	\$ (284,625)
<b>SURS HEALTH - ON BEHALF PAYMENTS</b>	\$ -	\$ -	0.0%	\$ -
<b>STATE GOVERNMENT</b>				
ICCB credit hour grants	\$ 2,314,560	\$ 2,314,560	100.0%	\$ -
ICCB equalization grants	5,220,045	5,220,045	100.0%	-
CTE formula grant	166,572	-	0.0%	(166,572)
Total State Government	<u>\$ 7,701,177</u>	<u>\$ 7,534,605</u>		<u>\$ (166,572)</u>
<b>STUDENT TUITION AND FEES</b>				
Tuition	\$ 7,508,089	\$ 7,947,825	94.5%	\$ 439,736
Fees	1,603,609	2,023,480	79.3%	419,871
Total Tuition and Fees	<u>\$ 9,111,698</u>	<u>\$ 9,971,305</u>		<u>\$ 859,607</u>
<b>MISCELLANEOUS</b>				
Sales and service fees	\$ 123,750	\$ 253,300	48.9%	\$ 129,550
Investment revenue	18,116	250,000	7.2%	231,884
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	<u>\$ 141,866</u>	<u>\$ 533,300</u>		<u>\$ 391,434</u>
<b>Total Revenue</b>	<u>\$ 25,493,172</u>	<u>\$ 26,219,442</u>	<u>97.2%</u>	\$ 726,270
Transfers in	<u>\$ 7,435</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ (7,435)</u>
<b>Total Revenue and Transfers in</b>	<u>\$ 25,500,607</u>	<u>\$ 26,219,442</u>	97.3%	<u>\$ 718,835</u>



# EDUCATION FUND EXPENDITURES

June 30, 2021

	Actual	Budget	%	Budget Remaining
<b>EXPENDITURES</b>				
By Program:				
<b>Instruction</b>				
Salaries	\$ 8,701,172	\$ 7,393,818	117.7%	\$ (1,307,354)
Employee benefits	758,696	762,994	99.4%	4,298
Contractual services	90,513	304,650	29.7%	214,137
Material and supplies	239,843	520,650	46.1%	280,807
Conferences and meetings	8,005	33,785	23.7%	25,780
Total Instruction	<u>9,798,229</u>	<u>9,015,897</u>	<u>108.7%</u>	<u>(782,332)</u>
<b>Academic Support</b>				
Salaries	1,388,127	1,541,851	90.0%	153,724
Employee benefits	182,233	262,088	69.5%	79,855
Contractual services	222,227	287,000	77.4%	64,773
Material and supplies	115,975	272,970	42.5%	156,995
Conferences and meetings	5,672	29,340	19.3%	23,668
Fixed charges	33,660	75,000	44.9%	41,340
Other Expenditures	(1,228)	1,000	-122.8%	2,228
Total Academic Support	<u>1,946,666</u>	<u>2,469,249</u>	<u>78.8%</u>	<u>522,583</u>
<b>Student Services</b>				
Salaries	1,788,381	1,804,540	99.1%	16,159
Employee benefits	230,467	231,677	99.5%	1,210
Contractual services	99,570	215,000	46.3%	115,430
Material and supplies	36,705	162,550	22.6%	125,845
Conferences and meetings	19,328	76,450	25.3%	57,122
Fixed charges	17,399	19,000	91.6%	1,601
Total Student Services	<u>2,191,850</u>	<u>2,509,217</u>	<u>87.4%</u>	<u>317,367</u>
<b>Public Service/Continuing Education</b>				
Salaries	247,439	328,079	75.4%	80,640
Employee benefits	65,470	46,093	142.0%	(19,377)
Contractual services	119,759	217,000	55.2%	97,241
Material and supplies	1,120	29,700	3.8%	28,580
Conferences and meetings	297	5,250	5.7%	4,953
Other tuition/fee waiver	(120)	5,000	-2.4%	5,120
Total Public Service/Continuing Education	<u>433,965</u>	<u>631,122</u>	<u>68.8%</u>	<u>197,157</u>
<b>Auxiliary Services</b>				
Salaries	194,266	199,675	97.3%	5,409
Employee benefits	21,310	1,884	1131.1%	(19,426)
Contractual services	506,092	508,000	99.6%	1,908
Material and supplies	544,344	547,500	99.4%	3,156
Conferences and meetings	128,903	135,250	95.3%	6,347
Fixed charges	6,850	13,000	52.7%	6,150
Total Auxiliary Services	<u>1,401,765</u>	<u>1,405,309</u>	<u>99.7%</u>	<u>3,544</u>

# EDUCATION FUND EXPENDITURES

June 30, 2021

	Actual	Budget	%	Budget Remaining
<b>EXPENDITURES</b>				
<b>Institutional Support</b>				
Salaries	\$ 2,434,143	\$ 2,575,796	94.5%	\$ 141,653
Employee benefits	488,738	484,199	100.9%	-4,539
Contractual services	1,073,798	1,478,500	72.6%	404,702
Material and supplies	375,062	711,800	52.7%	336,738
Conferences and meetings	83,642	216,500	38.6%	132,858
Fixed charges	96	1,500	6.4%	1,404
Other	99,600	140,000	71.1%	40,400
Total Institutional Support	<u>4,555,079</u>	<u>5,608,295</u>	<u>81.2%</u>	<u>1,053,216</u>
 <b>Scholarships, Student Grants &amp; Waivers</b>				
Student grants and scholarships	<u>1,723,458</u>	<u>2,029,000</u>	<u>84.9%</u>	<u>305,542</u>
Total Scholarships, Student Grants & Waivers	<u>1,723,458</u>	<u>2,029,000</u>	<u>84.9%</u>	<u>305,542</u>
 <b>Contingencies</b>	-	419,500	0.0%	419,500
 <b>Total Expenditures</b>	<u>\$ 22,051,012</u>	<u>\$ 24,087,589</u>	<u>91.5%</u>	<u>\$ 2,036,577</u>
 Transfers out	2,167,167.00	2,167,167	0.0%	0
 <b>Total Expenditures and Transfers out</b>	<u>\$24,218,179</u>	<u>\$ 26,254,756</u>	<u>92.2%</u>	<u>\$ 2,036,577</u>

# OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES

June 30, 2021

	Actual	Budget	%	Budget Remaining
<b>REVENUE</b>				
<b>LOCAL GOVERNMENT</b>				
Property taxes	\$ 1,489,808	\$ 1,481,960	100.5%	\$ (7,848)
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	934,625	650,000	143.8%	-284,625
<b>STUDENT FEES</b>				
Fees	1,332,092	1,450,000	91.9%	117,908
Total Student Fees	1,332,092	1,450,000	91.9%	117,908
<b>MISCELLANEOUS</b>				
Sales and service fees	-	5,000	0.0%	5,000
Facilities	12,310	14,000	87.9%	1,690
Investment revenue	5,833	10,000	58.3%	4,167
Total Miscellaneous	18,143	29,000	62.6%	10,857
Transfers in	-	-	-	-
<b>Total Revenue</b>	\$ 3,774,668	\$ 3,610,960	104.5%	\$ (163,708)
<b>EXPENDITURES</b>				
By Program:				
<b>Operations and Maintenance of Plant</b>				
Salaries	\$786,507	\$774,098	101.6%	(\$12,409)
Employee benefits	151,912	147,459	103.0%	(4,453)
Contractual services	1,202,356	1,373,000	87.6%	170,644
Material and supplies	82,055	199,500	41.1%	117,445
Conferences and meetings	182	6,500	2.8%	6,318
Utilities	582,340	770,000	75.6%	187,660
Capital outlay	144,343	329,000	43.9%	184,657
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	2,949,695	3,609,557	81.7%	659,862
<b>Total Expenditures</b>	\$ 2,949,695	\$ 3,609,557	81.7%	\$ 659,862

**RESTRICTED PURPOSE FUND REVENUE**  
**June 30, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>REVENUE</b>				
<b>STATE GOVERNMENT</b>				
ICCB - adult education	\$1,295,796	\$1,295,796	100.0%	-
ISBE grant revenue- other	246,634	266,451	92.6%	19,817
Other Sources	32,326	3,709,444	0.9%	3,677,118
Total State Government	<u>1,574,756</u>	<u>5,271,691</u>	<u>29.9%</u>	<u>3,696,935</u>
<b>FEDERAL GOVERNMENT</b>				
Department of education	11,129,151	20,667,112	53.8%	9,537,961
Other	1,751	16,984	0.0%	15,233
Total Federal Government	<u>11,130,902</u>	<u>20,684,096</u>	<u>53.8%</u>	<u>9,553,194</u>
 <b>Total Revenue</b>	 <u>\$ 12,705,658</u>	 <u>\$ 25,955,787</u>	 <u>49.0%</u>	 <u>\$ 13,250,129</u>

**RESTRICTED PURPOSE FUND EXPENDITURES**  
**June 30, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Instruction</b>				
Salaries	\$ 1,223,362	\$ 1,324,349	92.4%	\$ 100,987
Employee benefits	72,878	2,109,632	3.5%	2,036,754
Contractual services	910	6,224	14.6%	5,314
Material and supplies	322,918	344,182	93.8%	21,264
Conferences and meetings	82	925	8.9%	843
Other Fixed Charges	18,657	20,688	90.2%	2,031
Student grants and scholarships	13,046	30,000	43.5%	16,954
Total Instruction	<u>1,651,853</u>	<u>3,836,000</u>	<u>43.1%</u>	<u>2,184,147</u>
<b>Academic Support</b>				
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>
<b>Student Services</b>				
Salaries	158,283	288,909	54.8%	130,626
Employee benefits	29,466	443,919	6.6%	414,453
Other Contract Services	71,014	252,078	28.2%	181,064
Material and supplies	475,861	801,957	59.3%	326,096
Conferences and meetings	1,120	15,386	7.3%	14,266
Fixed charges	13,828	20,995	65.9%	7,167
Student grants and scholarships	20,210	235,000	8.6%	214,790
Total Student Services	<u>769,782</u>	<u>2,058,244</u>	<u>37.4%</u>	<u>1,288,462</u>
<b>Public Service/Continuing Education</b>				
Salaries	198,923	203,238	97.9%	4,315
Employee benefits	37,930	130,475	29.1%	92,545
Contractual services	2,260	2,800	80.7%	540
Material and supplies	17,248	22,026	78.3%	4,778
Conferences and meetings	5,662	20,550	27.6%	14,888
Total Public Service/Continuing Education	<u>262,023</u>	<u>379,089</u>	<u>69.1%</u>	<u>117,066</u>

**RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES**
**June 30, 2021**

	<b>Actual</b>	<b>Budget</b>	<b>%</b>	<b>Budget Remaining</b>
<b>Auxiliary Services</b>				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
<b>Operations and Maintenance of Plant</b>				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
<b>Institutional Support</b>				
Salaries	91,212	65,000.00	140.3%	(26,212)
Employee benefits	18,048	511,371	3.5%	493,323
Contractual services	199,128	300,000	66.4%	100,872
Materials and supplies	909,181	2,074,785	43.8%	1,165,604
Other Fixed Charges	105,413	444,364	23.7%	2,440,054
Student grants and waivers	620,506	3,060,560	20.3%	
Total Institutional Support	1,943,488	6,456,080	30.1%	4,173,641
<b>Scholarships, Student Grants &amp; Waivers</b>				
Salaries	43,710	131,529	33.2%	87,819
Student grants and scholarships	8,027,366	12,269,845	65.4%	4,242,479
<u>Total Scholarships, Student Grants &amp; Waivers</u>	<u>8,071,076</u>	<u>12,401,374</u>	<u>65.1%</u>	<u>4,330,298</u>
<b>Total Expenditures</b>	<b>\$ 12,698,222</b>	<b>\$ 25,955,787</b>	<b>48.9%</b>	<b>\$ 12,918,614</b>

AUDIT FUND REVENUE AND EXPENDITURES  
June 30, 2021

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	<u>\$ 72,226</u>	<u>\$ 71,517</u>	<u>101.0%</u>	<u>\$ (709)</u>
<b><u>MISCELLANEOUS</u></b>				
Investment revenue	<u>2</u>	<u>50</u>	<u>4.0%</u>	<u>48</u>
<b><u>Total Revenue</u></b>	<u>\$ 72,228</u>	<u>\$ 71,567</u>	<u>100.9%</u>	<u>\$ (661)</u>
<u>Transfers in</u>	-	-	0.0%	-
<b><u>Total Revenue and Transfers in</u></b>	<u>\$ 72,228</u>	<u>\$ 71,567</u>	<u>100.9%</u>	<u>\$ (661)</u>
<b><u>EXPENDITURES</u></b>				
<u>By Program:</u>				
<b><u>Institutional Support</u></b>				
<u>Contractual services</u>	<u>81,600</u>	<u>81,600</u>	<u>100.0%</u>	<u>-</u>
<b><u>Total Expenditures</u></b>	<u>\$ 81,600</u>	<u>\$ 81,600</u>	<u>100.0%</u>	<u>\$ -</u>

**LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES**  
**June 30, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 805,598	\$ 801,634	100.5%	\$ (3,964)
<b>MISCELLANEOUS</b>				
Investment revenue	13	100	13.0%	87
<b>Total Revenue</b>	<u>\$ 805,611</u>	<u>\$ 801,734</u>	<u>100.5%</u>	<u>\$ (3,877)</u>
<b><u>EXPENDITURES</u></b>				
<b><u>By Program:</u></b>				
<b>Instruction</b>				
Salaries	215,848	215,848	100.0%	-
Employee benefits	153,093	135,000	113.4%	(18,093)
Total Instruction	<u>368,941</u>	<u>350,848</u>	<u>105.2%</u>	<u>(18,093)</u>
<b>Academic Support</b>				
Employee benefits	<u>19,392</u>	<u>16,500</u>	<u>117.5%</u>	<u>(2,892)</u>
<b>Student Services</b>				
Salaries	88,608	85,668	103.4%	(2,940)
Employee benefits	36,654	28,501	128.6%	(8,153)
Total Academic Support	<u>125,262</u>	<u>114,169</u>	<u>109.7%</u>	<u>(11,093)</u>
<b>Public Service/Continuing Education</b>				
Employee benefits	<u>3,675</u>	<u>7,500</u>	<u>49.0%</u>	<u>3,825</u>
<b>Auxiliary Services</b>				
Employee benefits	<u>5,130</u>	<u>4,500</u>	<u>114.0%</u>	<u>(630)</u>
<b>Operations and Maintenance of Plant</b>				
Salaries	904,640	1,031,006	87.7%	126,366
Employee benefits	58,736	65,003	90.4%	6,267
Total Operations and Maintenance of Plant	<u>963,376</u>	<u>1,096,009</u>	<u>87.9%</u>	<u>132,633</u>
<b>Institutional Support</b>				
Salaries	66,867	149,956	44.6%	83,089
Employee benefits	90,922	61,711	147.3%	-29,211
Contractual services	218,083	200,000	109.0%	-18,083
Other Fixed Charges	310,397	335,087	92.6%	24,690
Total Institutional Support	<u>686,269</u>	<u>746,754</u>	<u>91.9%</u>	<u>60,485</u>
<b>Total Expenditures</b>	<u>\$ 2,172,045</u>	<u>\$ 2,336,280</u>	<u>93.0%</u>	<u>\$ 164,235</u>



**GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES**  
**June 30, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	<u>\$ 538,775</u>	<u>\$ 651,429</u>	<u>82.7%</u>	<u>\$ 112,654</u>
<b><u>MISCELLANEOUS</u></b>				
Investment revenue	<u>10</u>	<u>100</u>	<u>10.0%</u>	<u>90</u>
<b>Total Revenue</b>	<u>538,785</u>	<u>651,529</u>	<u>82.7%</u>	<u>112,744</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Institutional Support</b>				
Fixed charges	<u>613,178</u>	<u>645,950</u>	<u>94.9%</u>	<u>32,772</u>
<b><u>TRANSFERS OUT</u></b>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>
<b>Total Expenditures</b>	<u>\$ 613,178</u>	<u>\$ 645,950</u>	<u>94.9%</u>	<u>\$ 32,772</u>

**OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES**

**June 30, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b>STATE GOVERNMENT</b>				
Capital Development Board	-	6,385,625	0.0%	6,385,625
Total	-	6,385,625	0.0%	6,385,625
<b>OTHER SOURCES</b>				
Bonds	3,145,062	3,145,062	100.0%	-
Investment Interest	366	289,881	0.0%	289,515
Total	3,145,428	3,434,943	91.6%	289,515
<b>TRANSFERS IN</b>	\$ 2,167,167	\$ 2,167,167	100.0%	\$ -
<b><u>Total Revenue and Transfers in</u></b>	<u>\$ 5,312,595</u>	<u>\$ 11,987,735</u>	<u>44.3%</u>	<u>\$ 6,675,140</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Operations and Maintenance of Plant</b>				
Contractual services	93,258	5,076,800	1.8%	4,983,542
Capital outlay	3,995,775	6,910,935	57.8%	2,915,160
Total Operation and Maintenance of Plant	4,089,033	11,987,735	34.1%	7,898,702
<b>Total Expenditures</b>	<u>\$ 4,089,033</u>	<u>\$ 11,987,735</u>	<u>34.1%</u>	<u>\$ 7,898,702</u>

**Morton Community College**  
**FY22 Budget Report**  
**For 1 Month Ending July 31, 2021**



**Morton Community College**  
**Budget Report Summary**  
**July 31, 2021**

8%

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 4,350,136	\$ 27,497,909	15.8%	\$ 23,147,773
Expenditures	(923,492)	(28,198,090)	3.3%	(27,274,598)
Net	\$ 3,426,644	\$ (700,181)		\$ (4,126,825)
<u>Operations &amp; Maintenance Fund</u>				
Revenue	\$ 192,621	\$ 2,927,600	6.6%	\$ 2,734,979
Expenditures	(167,923)	(2,982,065)	5.6%	(2,814,142)
Net	\$ 24,698	\$ (54,465)		\$ (79,163)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 249,951	\$ 30,644,647	0.8%	\$ 30,394,696
Expenditures	(309,537)	(30,648,133)	1.0%	(30,338,596)
Net	\$ (59,586)	\$ (3,486)		\$ 56,100
<u>Audit Fund</u>				
Revenue	\$ 6,153	\$ 72,950	8.4%	\$ 66,797
Expenditures	-	(81,600)	0.0%	(81,600)
Net	\$ 6,153	\$ (8,650)		\$ (14,803)
<u>Liability, Protection &amp; Settlement Fund</u>				
Revenue	\$ 68,033	\$ 811,916	8.4%	\$ 743,883
Expenditures	(235,716)	(1,227,500)	19.2%	(991,784)
Net	\$ (167,683)	\$ (415,584)		\$ (247,901)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 79,079	\$ 675,628	11.7%	\$ 596,549
Expenditures	-	(646,575)	0.0%	(646,575)
Net	\$ 79,079	\$ 29,053		\$ (50,026)
<u>Operations &amp; Maintenance (Restricted) Fund</u>				
Revenue	\$ -	\$ 7,821,800	0.0%	\$ 7,821,800
Expenditures	-	(7,821,800)	0.0%	(7,821,800)
Net	\$ -	\$ -		\$ -
<u>All Funds</u>				
Revenue	\$ 4,945,973	\$ 70,452,450	7.0%	\$ 65,506,477
Expenditures	(1,636,668)	(71,605,763)	2.3%	\$ (69,969,095)
Net	\$ 3,309,305	\$ (1,153,313)		\$ (4,462,618)

**EDUCATION FUND REVENUE**  
**July 31, 2021**

	Actual	Budget	%	Budget Remaining
<b>REVENUE</b>				
<b>LOCAL GOVERNMENT</b>				
Property taxes	\$ 645,667	\$ 7,649,000	8.4%	\$ 7,003,333
Total Local Government	\$ 645,667	\$ 7,649,000		\$ 7,003,333
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	\$ -	\$ 750,000	0.0%	\$ 750,000
<b>SURS HEALTH - ON BEHALF PAYMENTS</b>	\$ -	\$ -	0.0%	\$ -
<b>STATE GOVERNMENT</b>				
ICCB credit hour grants	\$ -	\$ 2,314,560	0.0%	\$ 2,314,560
ICCB equalization grants	-	4,470,045	0.0%	4,470,045
CTE formula grant	-	160,000	0.0%	160,000
Total State Government	\$ -	\$ 6,944,605		\$ 6,944,605
<b>STUDENT TUITION AND FEES</b>				
Tuition	\$ 3,053,399	\$ 8,639,500	35.3%	\$ 5,586,101
Fees	648,712	2,182,504	29.7%	1,533,792
Other	-	1,000,000	0.0%	1,000,000
Total Tuition and Fees	\$ 3,702,111	\$ 11,822,004		\$ 8,119,893
<b>MISCELLANEOUS</b>				
Sales and service fees	\$ 2,055	\$ 252,300	0.8%	\$ 250,245
Investment revenue	303	50,000	0.6%	49,697
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	\$ 2,358	\$ 332,300		\$ 329,942
<b>Total Revenue</b>	<u>\$ 4,350,136</u>	<u>\$ 27,497,909</u>	<u>15.8%</u>	\$ 23,147,773
Transfers in	\$ -	\$ -	0.0%	\$ -
<b>Total Revenue and Transfers in</b>	<u>\$ 4,350,136</u>	<u>\$ 27,497,909</u>	15.8%	<u>\$ 23,147,773</u>

# EDUCATION FUND EXPENDITURES

July 31, 2021

	Actual	Budget	%	Budget Remaining
<b>EXPENDITURES</b>				
By Program:				
<b>Instruction</b>				
Salaries	\$ 99,590	\$ 8,686,389	1.1%	\$ 8,586,799
Employee benefits	65,598	850,262	7.7%	784,664
Contractual services	9,923	312,500	3.2%	302,577
Material and supplies	6,330	581,950	1.1%	575,620
Conferences and meetings	190	39,785	0.5%	39,595
Total Instruction	<u>181,631</u>	<u>10,470,886</u>	<u>1.7%</u>	<u>10,289,255</u>
<b>Academic Support</b>				
Salaries	32,260	1,240,696	2.6%	1,208,436
Employee benefits	12,347	265,380	4.7%	253,033
Contractual services	99,618	298,000	33.4%	198,382
Material and supplies	40,583	346,280	11.7%	305,697
Conferences and meetings	134	26,100	0.5%	25,966
Fixed charges	4,780	80,000	6.0%	75,220
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	<u>189,722</u>	<u>2,257,456</u>	<u>8.4%</u>	<u>2,067,734</u>
<b>Student Services</b>				
Salaries	94,181	2,120,164	4.4%	2,025,983
Employee benefits	21,455	296,988	7.2%	275,533
Contractual services	3,248	221,000	1.5%	217,752
Material and supplies	3,888	179,750	2.2%	175,862
Conferences and meetings	2,390	83,650	2.9%	81,260
Fixed charges	(37)	21,500	-0.2%	21,537
Total Student Services	<u>125,125</u>	<u>2,923,052</u>	<u>4.3%</u>	<u>2,797,927</u>
<b>Public Service/Continuing Education</b>				
Salaries	12,943	246,224	5.3%	233,281
Employee benefits	3,423	54,745	6.3%	51,322
Contractual services	325	217,000	0.1%	216,675
Material and supplies	135	26,200	0.5%	26,065
Conferences and meetings	-	5,250	0.0%	5,250
Other tuition/fee waiver	-	5,000	0.0%	5,000
Total Public Service/Continuing Education	<u>16,826</u>	<u>554,419</u>	<u>3.0%</u>	<u>537,593</u>
<b>Auxiliary Services</b>				
Salaries	9,538	220,425	4.3%	210,887
Employee benefits	3,378	42,026	8.0%	38,648
Contractual services	128,718	450,000	28.6%	321,282
Material and supplies	586	612,000	0.1%	611,414
Conferences and meetings	1,689	228,000	0.7%	226,311
Fixed charges	-	28,000	0.0%	28,000
Total Auxiliary Services	<u>143,909</u>	<u>1,580,451</u>	<u>9.1%</u>	<u>1,436,542</u>

# EDUCATION FUND EXPENDITURES

July 31, 2021

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>EXPENDITURES</b>				
<b>Institutional Support</b>				
Salaries	\$ 29,825	\$ 2,599,647	1.1%	\$ 2,569,822
Employee benefits	29,529	511,879	5.8%	482,350
Contractual services	31,938	1,502,000	2.1%	1,470,062
Material and supplies	-2,903	723,800	-0.4%	726,703
Conferences and meetings	8,305	214,000	3.9%	205,695
Fixed charges	0	1,500	0.0%	1,500
Other	-10	140,000	0.0%	140,010
Total Institutional Support	<u>96,684</u>	<u>5,692,826</u>	<u>1.7%</u>	<u>5,596,142</u>
<b>Scholarships, Student Grants &amp; Waivers</b>				
Student grants and scholarships	<u>169,596</u>	<u>1,529,000</u>	<u>11.1%</u>	<u>1,359,404</u>
Total Scholarships, Student Grants & Waivers	<u>169,596</u>	<u>1,529,000</u>	<u>11.1%</u>	<u>1,359,404</u>
<b>Contingencies</b>				
	-	250,000	0.0%	250,000
<b>Total Expenditures</b>	<u>\$ 923,493</u>	<u>\$ 25,258,090</u>	<u>3.7%</u>	<u>\$ 24,334,597</u>
Transfers out	-	2,940,000	0.0%	2,940,000
<b>Total Expenditures and Transfers out</b>	<u>\$923,493</u>	<u>\$ 28,198,090</u>	<u>3.3%</u>	<u>\$ 27,274,597</u>

**OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES**
**July 31, 2021**

	<b>Actual</b>	<b>Budget</b>	<b>%</b>	<b>Budget Remaining</b>
<b>REVENUE</b>				
<b>LOCAL GOVERNMENT</b>				
Property taxes	\$ 126,533	\$ 1,498,600	8.4%	\$ 1,372,067
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	-	750,000	0.0%	750,000
<b>STUDENT FEES</b>				
Fees	66,088	0	#DIV/0!	-66,088
Total Student Fees	66,088	0	#DIV/0!	-66,088
<b>MISCELLANEOUS</b>				
Sales and service fees	-	5,000	0.0%	5,000
Facilities	-	14,000	0.0%	14,000
Investment revenue	0	10,000	0.0%	10,000
Total Miscellaneous	0	29,000	0.0%	29,000
Transfers in	-	-	-	-
<b>Total Revenue</b>	\$ 192,621	\$ 2,277,600	8.5%	\$ 2,084,979
<b>EXPENDITURES</b>				
By Program:				
<b>Operations and Maintenance of Plant</b>				
Salaries	\$77,126	\$1,282,024	6.0%	\$1,204,898
Employee benefits	15,998	199,041	8.0%	183,043
Contractual services	17,304	418,000	4.1%	400,696
Material and supplies	2,096	194,500	1.1%	192,404
Conferences and meetings	-	6,500	0.0%	6,500
Utilities	55,399	770,000	7.2%	714,601
Capital outlay	-	62,000	0.0%	62,000
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	167,923	2,942,065	5.7%	2,774,142
<b>Total Expenditures</b>	\$ 167,923	\$ 2,942,065	5.7%	\$ 2,774,142



**RESTRICTED PURPOSE FUND REVENUE**  
**July 31, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>REVENUE</b>				
<b>STATE GOVERNMENT</b>				
ICCB - adult education	-	\$1,244,820	0.0%	1,244,820.00
ISBE grant revenue- other	19,863	261,362	7.6%	241,499
Other Sources	3,487	3,706,486	0.1%	3,702,999
Total State Government	<u>23,350</u>	<u>5,212,668</u>	<u>0.4%</u>	<u>5,189,318</u>
<b>FEDERAL GOVERNMENT</b>				
Department of education	226,601	25,424,479	0.9%	25,197,878
Other	-	7,500	0.0%	7,500
Total Federal Government	<u>226,601</u>	<u>25,431,979</u>	<u>0.9%</u>	<u>25,205,378</u>
<b><u>Total Revenue</u></b>	<u>\$ 249,951</u>	<u>\$ 30,644,647</u>	<u>0.8%</u>	<u>\$ 30,394,696</u>

**RESTRICTED PURPOSE FUND EXPENDITURES**  
**July 31, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Instruction</b>				
Salaries	\$ 46,297	\$ 1,223,715	3.8%	\$ 1,177,418
Employee benefits	11,921	2,052,251	0.6%	2,040,330
Contractual services	7,629	67,747	11.3%	60,118
Material and supplies	928	258,738	0.4%	257,810
Conferences and meetings	-	12,875	0.0%	12,875
Other Fixed Charges	-	19,686	0.0%	19,686
Student grants and scholarships	-	5,500	0.0%	5,500
Total Instruction	<u>66,775</u>	<u>3,640,512</u>	<u>1.8%</u>	<u>3,573,737</u>
<b>Academic Support</b>				
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>
<b>Student Services</b>				
Salaries	5,767	313,802	1.8%	308,035
Employee benefits	1,724	417,453	0.4%	415,729
Other Contract Services	200	246,269	0.1%	246,069
Material and supplies	-	443,178	0.0%	443,178
Conferences and meetings	-	18,018	0.0%	18,018
Fixed charges	-	100	0.0%	100
Student grants and scholarships	<u>27,741</u>	<u>318,856</u>	<u>8.7%</u>	<u>291,115</u>
Total Student Services	<u>35,432</u>	<u>1,757,676</u>	<u>2.0%</u>	<u>1,722,244</u>
<b>Public Service/Continuing Education</b>				
Salaries	15,386	206,814	7.4%	191,428
Employee benefits	3,516	116,200	3.0%	112,684
Contractual services	-	3,000	0.0%	3,000
Material and supplies	(797)	10,738	-7.4%	11,535
Conferences and meetings	-	22,610	0.0%	22,610
Total Public Service/Continuing Education	<u>18,105</u>	<u>359,362</u>	<u>5.0%</u>	<u>341,257</u>

**RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES**
**July 31, 2021**

	<b>Actual</b>	<b>Budget</b>	<b>%</b>	<b>Budget Remaining</b>
<b>Auxiliary Services</b>				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
<b>Operations and Maintenance of Plant</b>				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
<b>Institutional Support</b>				
Salaries	8,733	90,000	9.7%	81,267
Employee benefits	2,811	520,000	0.5%	517,189
Contractual services	2,102	1,000,000	0.2%	997,898
Materials and supplies	17,945	3,017,400	0.6%	2,999,455
Other Fixed Charges	-	750,000	0.0%	750,000
Capital Outlay	153,450	1,316,257	11.7%	1,162,807
Student grants and waivers	(33)	2,000,000	0.0%	2,000,033
Total Institutional Support	185,008	8,693,657	2.1%	8,508,649
<b>Scholarships, Student Grants &amp; Waivers</b>				
Salaries	619	131,529	0.5%	130,910
Student grants and scholarships	3,599	15,240,397	0.0%	15,236,798
<b>Total Scholarships, Student Grants &amp; Waivers</b>	<b>4,218</b>	<b>15,371,926</b>	<b>0.0%</b>	<b>15,367,708</b>
<b>Total Expenditures</b>	<b>\$ 309,538</b>	<b>\$ 30,648,133</b>	<b>1.0%</b>	<b>\$ 30,338,595</b>

AUDIT FUND REVENUE AND EXPENDITURES  
July 31, 2021

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 6,153	\$ 72,900	8.4%	\$ 66,747
<b><u>MISCELLANEOUS</u></b>				
Investment revenue	-	50	0.0%	50
<b><u>Total Revenue</u></b>	<b>\$ 6,153</b>	<b>\$ 72,950</b>	<b>8.4%</b>	<b>\$ 66,797</b>
<u>Transfers in</u>	-	-	0.0%	-
<b><u>Total Revenue and Transfers in</u></b>	<b>\$ 6,153</b>	<b>\$ 72,950</b>	<b>8.4%</b>	<b>\$ 66,797</b>
<b><u>EXPENDITURES</u></b>				
<u>By Program:</u>				
<b><u>Institutional Support</u></b>				
Contractual services	-	81,600	0.0%	81,600
<b><u>Total Expenditures</u></b>	<b>\$ -</b>	<b>\$ 81,600</b>	<b>0.0%</b>	<b>\$ 81,600</b>

**LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES**
**July 31, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 68,033	\$ 811,816	8.4%	\$ 743,783
<b>MISCELLANEOUS</b>				
Investment revenue	-	100	0.0%	100
<b>Total Revenue</b>	<b>\$ 68,033</b>	<b>\$ 811,916</b>	<b>8.4%</b>	<b>\$ 743,883</b>
<b><u>EXPENDITURES</u></b>				
<b><u>By Program:</u></b>				
<b>Instruction</b>				
Employee benefits	-	135,000	0.0%	135,000
<b>Total Instruction</b>	<b>-</b>	<b>135,000</b>	<b>0.0%</b>	<b>135,000</b>
<b>Academic Support</b>				
Employee benefits	-	16,500	0.0%	16,500
<b>Student Services</b>				
Employee benefits	-	20,500	0.0%	20,500
<b>Total Academic Support</b>	<b>-</b>	<b>20,500</b>	<b>0.0%</b>	<b>20,500</b>
<b>Public Service/Continuing Education</b>				
Employee benefits	-	7,500	0.0%	7,500
<b>Auxiliary Services</b>				
Employee benefits	-	4,500	0.0%	4,500
<b>Operations and Maintenance of Plant</b>				
Salaries	(3,037)	350,000	-0.9%	353,037
Employee benefits	-	23,500	0.0%	23,500
<b>Total Operations and Maintenance of Plant</b>	<b>(3,037)</b>	<b>373,500</b>	<b>-0.8%</b>	<b>376,537</b>
<b>Institutional Support</b>				
Employee benefits	-	75,000	0.0%	75,000
Contractual services	-	200,000	0.0%	200,000
Other Fixed Charges	235,716	395,000	59.7%	159,284
<b>Total Institutional Support</b>	<b>235,716</b>	<b>670,000</b>	<b>35.2%</b>	<b>434,284</b>
<b>Total Expenditures</b>	<b>\$ 232,679</b>	<b>\$ 1,227,500</b>	<b>19.0%</b>	<b>\$ 994,821</b>

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES  
July 31, 2021

	Actual	Budget	%	Budget Remaining
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 79,079	\$ 675,528	11.7%	\$ 596,449
<b><u>MISCELLANEOUS</u></b>				
Investment revenue	-	100	0.0%	100
<b>Total Revenue</b>	79,079	675,628	11.7%	596,549
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Institutional Support</b>				
Fixed charges	-	646,575	0.0%	646,575
<b><u>TRANSFERS OUT</u></b>	-	-	0.0%	-
<b><u>Total Expenditures</u></b>	\$ -	\$ 646,575	0.0%	\$ 646,575

**OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES**

**July 31, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b>STATE GOVERNMENT</b>				
Capital Development Board	-	4,881,800	0.0%	4,881,800
Total	-	4,881,800	0.0%	4,881,800
<b>OTHER SOURCES</b>				
Bonds	-	-	0.0%	-
Investment Interest	-	-	0.0%	-
Total	-	-	#DIV/0!	-
<b>TRANSFERS IN</b>	\$ -	\$ 2,940,000	0.0%	\$ 2,940,000
<b><u>Total Revenue and Transfers in</u></b>	<u>\$ -</u>	<u>\$ 7,821,800</u>	<u>0.0%</u>	<u>\$ 7,821,800</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Operations and Maintenance of Plant</b>				
Contractual services	-	100,000	0.0%	100,000
Capital outlay	-	7,721,800	0.0%	7,721,800
Total Operation and Maintenance of Plant	-	7,821,800	0.0%	7,821,800
<b>Total Expenditures</b>	\$ -	\$ 7,821,800	0.0%	\$ 7,821,800

**From:** [Suzanna Raigoza](#)  
**To:** [Board Materials](#)  
**Subject:** Action Item 8.3 for 8/25/2021 Board Meeting  
**Date:** Tuesday, August 17, 2021 11:11:49 AM  
**Attachments:** [TR 6.30.21.pdf](#)

---

**Proposed Action:** THAT THE MONTHLY TREASURER'S REPORTS FOR JUNE 2021 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

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**Morton College Treasurer's Report***Month Ending: June 2021*

<i><b>Institution</b></i>	<i><b>Purchased</b></i>	<i><b>Principal</b></i>	<i><b>Rate</b></i>	<i><b>Type</b></i>	<i><b>Maturity</b></i>
<i>The Illinois Funds, Springfield</i>	1-May-06	\$10,642,579.73	0.0100%	TIF Prime Fund	30-Jun-21
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,410.75	1.0940%	CD	30-Jun-21
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,410.75	1.0940%	CD	30-Jun-21
	Sum	<u>\$11,145,401.23</u>			
<b>Grand Total</b>		<b>\$ 11,145,401.23</b>			

**From:** [Suzanna Raigoza](#)  
**To:** [Board Materials](#)  
**Subject:** Action Item 8.1 for 8/25/2021 Board Meeting  
**Date:** Tuesday, August 17, 2021 11:13:49 AM  
**Attachments:** [TR 7.31.21.pdf](#)

---

**Proposed Action:** THAT THE MONTHLY TREASURER'S REPORTS FOR JULY 2021 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

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**Morton College Treasurer's Report**

Month Ending: July 2021

<i>Institution</i>	<i>Purchased</i>	<i>Principal</i>	<i>Rate</i>	<i>Type</i>	<i>Maturity</i>
<i>The Illinois Funds, Springfield</i>	1-May-06	\$10,642,761.79	0.0100%	TIF Prime Fund	31-Jul-21
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,410.75	1.0940%	CD	31-Jul-21
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,410.75	1.0940%	CD	31-Jul-21
	Sum	<u>\$11,145,583.29</u>			
<b>Grand Total</b>		<b>\$ 11,145,583.29</b>			

**From:** [Mireya Perez](#)  
**To:** [Board Materials](#)  
**Subject:** Board action - FY2022 Annual Budget Adoption  
**Date:** Monday, August 9, 2021 3:50:51 PM  
**Attachments:** [Budget Resolution FY22.docx](#)  
[MC FY22 Final Budget Report.pdf](#)

---

PROPOSED ACTION: THAT THE BOARD APPROVE THE RESOLUTION ADOPTION THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527 AS SUBMITTED.

RATIONALE: [Required by Board Policy 5.2]

This comprehensive budget reflects the financial plan of the College to provide educational programs and services to the citizens of the Morton College District for FY 2022.

The Tentative Annual Budget was presented to the Board at its Regular June Meeting. In accordance with the Illinois Public Community College Act, the Board approved placing the Tentative budget on display for public inspection for a period of at least thirty (30) days.

COST ANALYSIS: Refer to Annual Budget

ATTACHMENTS: Resolution

Annual Budget for Fiscal Year Ending June 30, 2022

Thank you,



**Mireya Perez**

Chief Financial  
Officer/Treasurer

P:  [\(708\) 656-8000, Ext.  
2289](tel:(708)656-8000)

E: [Mireya.Perez@morton.edu](mailto:Mireya.Perez@morton.edu)

[www.morton.edu](http://www.morton.edu)

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RESOLUTION  
ADOPTING THE ANNUAL BUDGET  
FOR THE FISCAL YEAR ENDING JUNE 30, 2022  
OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527

WHEREAS, the Board of Trustees of Illinois Community College District No. 527 has caused a Tentative College Budget to be prepared; and

WHEREAS, said Tentative Budget has been made available to the Board of Trustees; and the Secretary of the Board has made same conveniently available to public inspection for at least thirty days prior to the final action thereon; and

WHEREAS, a Public Hearing was held as to such Budget on August 25, 2021 and a notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;

NOW, THEREFORE, be it resolved by the Board of Trustees of said District as follows:

Section 1. That the Fiscal Year of this Community College District be and the same hereby is fixed and declared to be beginning July 1, 2021 and ending June 30, 2022.

Section 2. That the attached Budget containing an estimate of amounts available in each fund, separately and of expenditures from each be and the same is hereby adopted at the Budget of the Community College District for the said fiscal year.

Passed this 25th day of August 2021.

---

Frances F. Reitz, Chair  
Morton College Board of Trustees  
Community College District No. 527  
County of Cook, State of Illinois

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Jose A Collazo, Secretary  
Morton College Board of Trustees  
Community College District No. 527  
County of Cook, State of Illinois

# Morton College



## Annual Budget Fiscal Year 2022

District 527  
Cicero, Illinois

[www.morton.edu](http://www.morton.edu)

# FISCAL YEAR 2022 BUDGET

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Prepared by:

Mireya Perez, Chief Financial Officer/Treasurer

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# **MORTON COMMUNITY COLLEGE**

## **FISCAL YEAR 2022 BUDGET**

### **TABLE OF CONTENTS**

#### **INTRODUCTION**

- 1 Transmittal Letter
- 5 Principal Officials

#### **GRAPHICAL INFORMATION**

- 6 Operating Fund– Revenues By Source
- 8 Operating Fund– Expenditures By Object
- 10 Operating Fund– Expenditures By Program
- 11 Education Fund– Expenditures By Object
- 12 Operations & Maintenance Fund– Expenditures By Object

#### **Financial**

- 13 Educational Philosophy and Mission
- 17 Financial Reporting and Funds
- 19 General Overview
- 20 Operating Fund Review
- 21 Budgeted Revenues & Expenditures Fiscal Year 2022 (Summary)
- 22 Budgeted Revenues & Expenditures Fiscal Year 2022
- 23 Budgeted Operating Revenue by Source Fiscal Year 2022
- 24 Budgeted Expenditures by Object Fiscal Year 2022
- 25 Fiscal Year 2022 Revenue & Expenditures by Fund



## **Statistical Information**

- 40 Changes in Net Position
- 41 Operating Expenses by Function
- 42 Property Tax Levies and Collections
- 43 Debt Capacity

## **Resolutions**

- 44 2021 – 2022 Budget Legal Notice

# **MORTON COMMUNITY COLLEGE**

## **FISCAL YEAR 2022 BUDGET**

### **Introduction**

Transmittal Letter

Principal Officials



**MORTON COLLEGE**  
**Community College District No. 527**  
**Annual Budget**  
**July 1, 2021 to June 30, 2022**

Presented is the Annual Budget of Morton College for the fiscal year ending June 30, 2022. The College's financial plan has been developed utilizing a comprehensive, systematic approach designed to make the budget more easily understood.

**BACKGROUND**

Morton Community College District No. 527 was established on September 5, 1924 and provides baccalaureate-oriented, career-oriented and continuing education courses to a six-suburb community. The District is located approximately 12 miles west of downtown Chicago, Illinois with a viable transportation network including I-290 (Eisenhower Expressway) and I-55 (Stevenson Expressway) just to the north and south, respectively, Metra's Burlington Northern and the Chicago Transit Authority. The Board of Trustees, which is elected by residents within the District, is the District's ruling body that establishes the policies and procedures by which the College is governed.

This District is known for its academic excellence, dedicated teaching, small classes, friendly atmosphere, personalized learning and affordability. The College offers educational programs and support services to students at an affordable cost. The programs and services offered by the College prepare students for an education that leads to a bachelor's degree, job entry and career advancement and developmental education. The College also provides opportunities for lifelong learning and develops and conducts programs and activities that enhance the cultural, civic and economic life of the community.

The College serves approximately 160,000 residents of the District, which encompasses the communities of Berwyn, Cicero, Forest View, Lyons, McCook and Stickney. The 37.12-acre campus contains five buildings with state of the art classrooms and science laboratories, a brand new planetarium, a renovated 350-seat theatre, 50,000-piece library, a 1,000-seat gymnasium and a physical fitness center.

## MAJOR TRENDS

Morton College recognizes the influence of a dynamic community and environment. Following are major trends and issues anticipated over the next five years that will play a critical role in the institution's planning processes:

- Demographic:
  - The College's service area is expected to remain the same in population similar to Cook County. According to EMSI Economic Modeling, Cook County has remained relatively stable in total population between 2011 and 2018. In that time period, population declined by 0.1% (6,405 residents). District 527 represents 6 communities within Cook County. District 527 showed a population decline of 1.0% (1,619 residents).
  - The population of Cook County and District 527 is increasing in age.
    - For District 527, the 65 to 69 years age category shows the sharpest increase from 2011 to 2018 with a 53% jump. The number of 15 to 19 years old residents, who are preparing to enter college-age, decreased 5% between 2011 and 2018.
    - For Cook County, the 65 to 69 years age category shows the sharpest increase from 2011 to 2018 with a 33% jump. The largest decrease in population came from 15 to 19 years old residents, who are preparing to enter college-age, who decreased in number by 11%.
  - Between 2011 and 2018, District 527 increased in Hispanic population by 5%. In 2018, 74% of the population was Hispanic. In the same time period, Cook County's Hispanic population increased by 6% to reach 26% in 2018.
- Technological:
  - The evolution of technology will continue affording an increasingly diverse array of web- and computer-based tools that can be employed towards increasing student learning and student success.
  - Online and mobile modes of learning will become increasingly expected by students.
  - The capacity for technology to enhance non-teaching functions will increase dramatically.
- Educational:
  - Changes to the College curriculum are expected due to changing demographics, advances being made in technology and dynamic economic conditions.
  - Continued demand for serving students with limited English language proficiency is anticipated.
  - Innovation in delivery of developmental education will be pursued, towards a more effective method of meeting student needs.
  - Collaborative initiatives with district K-12 institutions, as well as 4-year institutions of higher education, will continue to be developed.
  - Increase online course offerings

- Financial:
  - The state funding is expected to remain stable.
  - Increased costs due to aging buildings, infrastructure, and necessary site improvements are anticipated.
  - The College will continue to assess its position among peer institutions trending towards increased tuition.
  - Due to the Coronavirus disease (COVID-19) we expect enrollment to continue to be affected. It will take a couple of years for enrollment to reach pre-COVID19 numbers.
  - The College has received Higher Education Emergency Relief Funds (HEERF) from the Department of Education
- Political:
  - Legislation affecting pension reform that will increase amounts that will be paid by the College on behalf of their employees is anticipated.
  - Increased competition for government funds is expected to continue.

## **FUTURE OUTLOOK**

The Morton community has undergone profound changes in the last 20 years, including an increase in its Latino population from 6.6% to 81% since 1980. As this shift made Morton College the largest Latino-serving public college or university in the Midwest, a review of the mission was necessary in order to serve the college's "new" community. To enable the necessary changes to the mission, a Blue Ribbon panel of citizens from diverse backgrounds and expertise was appointed and charged with researching how Morton College could meet the community's needs so that Morton College, once again, could distinguish itself by its sense of purpose — a College that understands and changes to meet the needs of its community, now and in the future — a college that embraces collaboration among and between all stakeholders.

The College's Enterprise Resource Planning (ERP) system has enabled them to centrally aggregate data, both academic and financial, in a secure repository. The system has improved the effectiveness and efficiency of information management, which is critical to the success of Morton College. Further, the ability to securely store, internally share and analyze information is critical for Morton College to meet the needs of the communities it serves. This has improved every aspect of our service to the community. Examples include:

- Provide a secure portal for remote access over the internet:
  - Student access to schedules, grades, class or semester registration, add or drop courses, grades and transcripts.
  - Faculty access to class rosters, course and schedule information, class-teaching assignments, grades, and student information within restrictions.
- Provide staff better access to information at the college to improve service to students, faculty and the community – and do it more timely and efficiently.
- Provide a single source of reliable data, eliminating the need for multiple auxiliary systems to store information. Currently, multiple systems require manual updating to add or correct information.

- Allow the College to better forecast and target market efforts to grow the services available to our community.
- Provide the ability to track and audit data to ensure its accuracy and security.

These and other benefits of the Enterprise Resource Planning System have improved the quality of service Morton College provides to our community while lowering our costs of service.

## **VISION AND MISSION**

The District's Vision Statement:

Our Vision is to be the leader in educational institutions in the delivery of quality academic and workforce development programs that enhance the quality of life for the towns of Berwyn, Cicero, Forest View, Lyons, McCook and Stickney. Our Vision-Goal is to increase fall-to-fall full-time persistence rates to 80% by the year 2022.

The District's Mission Statement:

As a comprehensive Community College, recognized by the Illinois Community College Board, the mission of Morton College is to enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service and life-long learning.

Consistent with our mission, Morton College's educational philosophy conforms to requirements set forth in state law and stresses the importance of helping individuals live and work as better-informed citizens in a dynamic society. This philosophy is reflected in the College's programs that model core values of truth, compassion, fairness, responsibility and respect.

## **DIVERSITY STATEMENT**

Diversity at Morton College is more than just a variety of people with different backgrounds. It is the core of who we are as an educational culture and it supports our goals as an organization. Consistent with its mission of social responsibility and community development, Morton College continually works "to enhance the quality of life of our diverse community."

# **MORTON COMMUNITY COLLEGE**

COMMUNITY COLLEGE DISTRICT 527

## **PRINCIPAL OFFICIALS**

### ***BOARD OF TRUSTEES***

#### *POSITION*

Frances F. Reitz	Chair
Anthony R. Martinucci	Vice Chair
Jose A. Collazo	Secretary
Susan L. Banks	Trustee
Charles Hernandez	Trustee
Susan K. Grazzini	Trustee
Oscar Montiel	Trustee
Vacant	Student Trustee

### ***OFFICERS OF THE COLLEGE***

Dr. Stanley Fields	President
Keith McLaughlin, PhD	Provost
Mireya Perez	Chief Financial Officer/ Treasurer

### ***OFFICIALS ISSUING REPORT***

Mireya Perez	Chief Financial Officer/ Treasurer
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### ***DEPARTMENT ISSUING REPORT***

**BUSINESS OFFICE**

# **MORTON COMMUNITY COLLEGE**

## **FISCAL YEAR 2022 BUDGET**

### **Graphical Information**

Operating Fund-Revenues by Source

Operating Fund-Expenditures by Object

Operation Fund-Expenditures by Program

Education Fund-Expenditures by Object

Operations & Maintenance Fund-Expenditures by Object



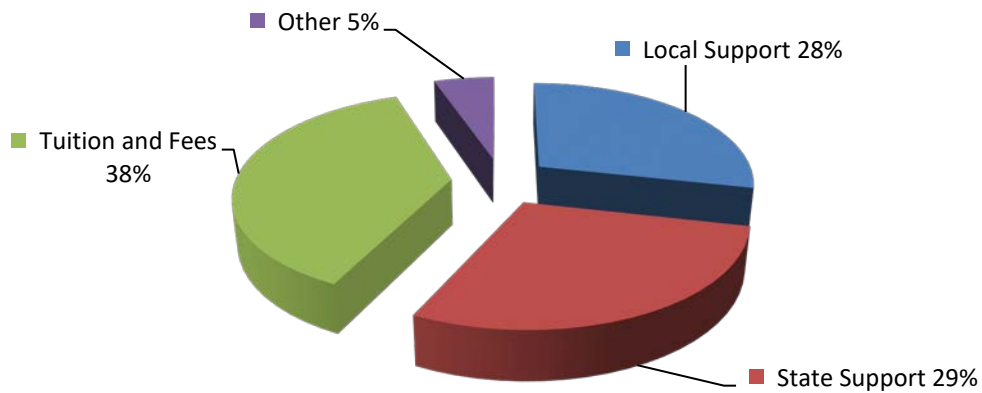


# MORTON COMMUNITY COLLEGE

## FISCAL YEAR 2022 OPERATING FUND REVENUES BY SOURCE

FUNDING SOURCE	EDUCATION FUND	O&M FUND	TOTAL OPERATING REVENUES
LOCAL SUPPORT	\$7,649,000	\$1,498,600	\$9,147,600
STATE SUPPORT	7,794,605	1,400,000	9,194,605
TUITION AND FEES	12,041,804	-	12,041,804
OTHER	<u>1,642,300</u>	<u>29,000</u>	<u>1,671,300</u>
<i>TOTAL REVENUES</i>	<u><i>\$29,127,709</i></u>	<u><i>\$2,927,600</i></u>	<u><i>\$32,055,309</i></u>

### FY2022 BUDGET

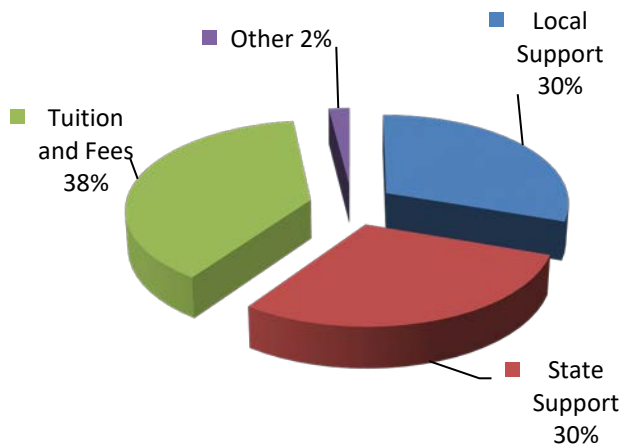


# MORTON COMMUNITY COLLEGE

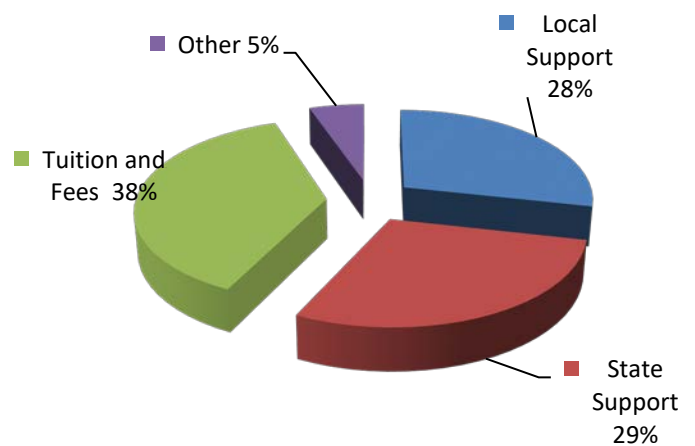
## FISCAL YEAR 2022 OPERATING FUND REVENUES BY SOURCE FISCAL YEARS 2021 AND 2022

FUNDING SOURCE	FY2021 BUDGET	FY2022 BUDGET	PERCENTAGE INCREASE/ DECREASE
LOCAL SUPPORT	\$9,012,192	\$9,147,600	1%
STATE SUPPORT	8,834,605	9,164,605	3%
TUITION AND FEES	11,421,306	12,041,804	5%
OTHER	<u>562,300</u>	<u>1,671,300</u>	<u>297%</u>
<b>TOTAL REVENUES</b>	<b><u>\$29,830,403</u></b>	<b><u>\$32,055,309</u></b>	<b><u>7.4%</u></b>

**FY2021  
BUDGET**



**FY2022  
BUDGET**



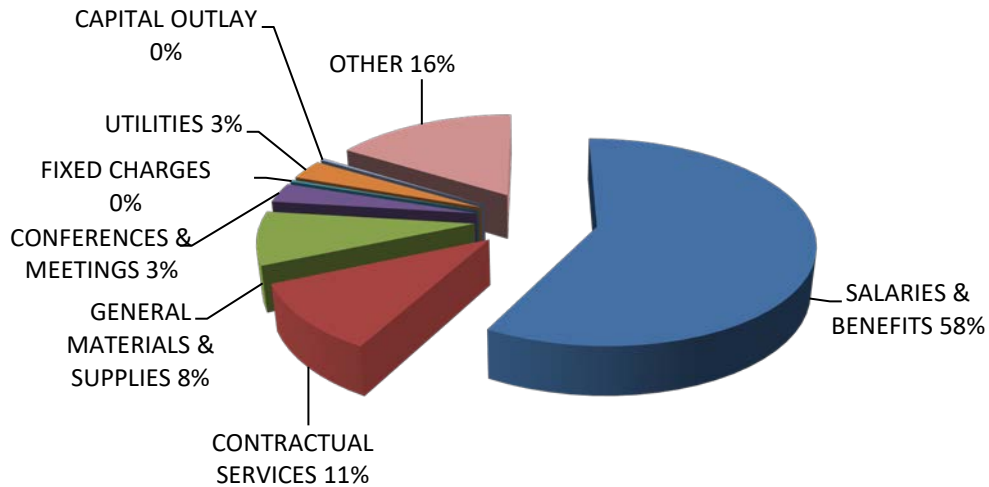
# MORTON COMMUNITY COLLEGE

## FISCAL YEAR 2022 OPERATING FUND

### EXPENDITURES BY OBJECT

OBJECT	EDUCATION FUND	O&M FUND	TOTAL OPERATING EXPENDITURES
SALARIES & BENEFITS	\$17,184,444	\$1,466,065	\$18,602,155
CONTRACTUAL SERVICES	3,000,500	418,000	3,418,500
GENERAL MATERIALS & SUPPLIES	2,519,980	194,500	2,664,480
CONFERENCES & MEETINGS	596,785	6,500	603,285
FIXED CHARGES	131,000	-	131,000
UTILITIES	-	770,000	770,000
CAPITAL OUTLAY	-	62,000	62,000
OTHER	<u>5,695,000</u>	<u>10,000</u>	<u>5,185,000</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$29,127,709</u></b>	<b><u>\$2,927,065</u></b>	<b><u>\$32,054,774</u></b>

**FY2022  
BUDGET**



# MORTON COMMUNITY COLLEGE

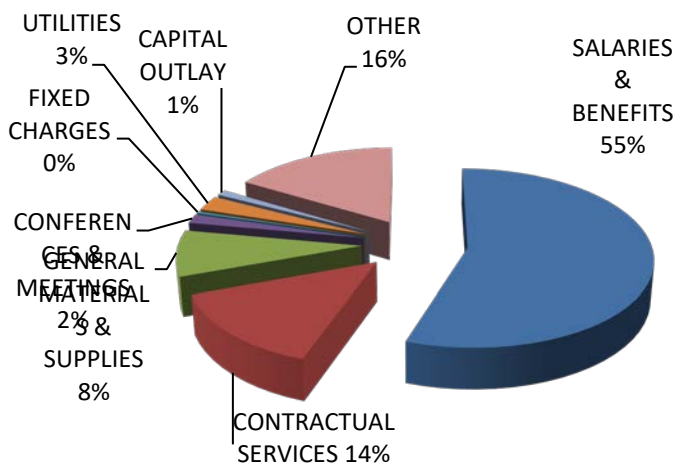
## FISCAL YEAR 2022 OPERATING FUND

### EXPENDITURES BY OBJECT

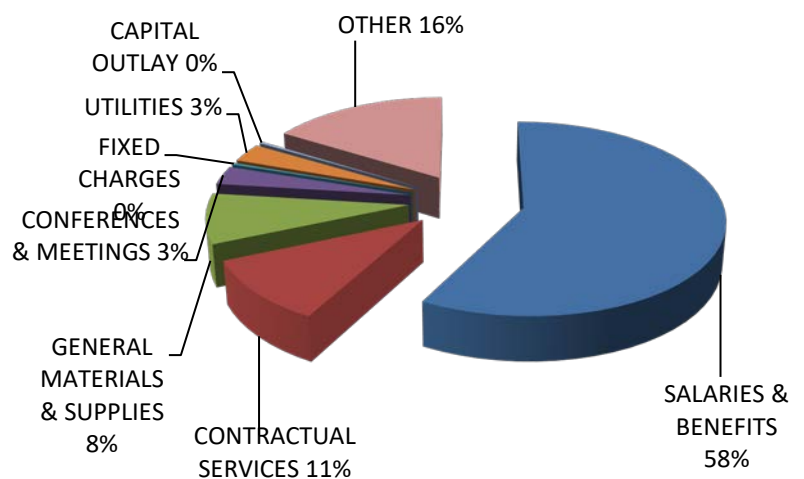
### FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	\$16,534,251	\$18,602,155	12%
CONTRACTUAL SERVICES	4,170,000	3,418,500	-19%
GENERAL MATERIALS & SUPPLIES	2,520,820	2,664,480	5%
CONFERENCES & MEETINGS	500,575	603,285	20%
FIXED CHARGES	111,500	131,000	17%
UTILITIES	770,000	770,000	0%
CAPITAL OUTLAY	329,000	62,000	-82%
OTHER	<u>4,892,167</u>	<u>5,185,000</u>	6%
<b>TOTAL EXPENDITURES</b>	<b><u>\$29,828,313</u></b>	<b><u>\$32,054,774</u></b>	<b>7.5%</b>

**FY2021  
BUDGET**



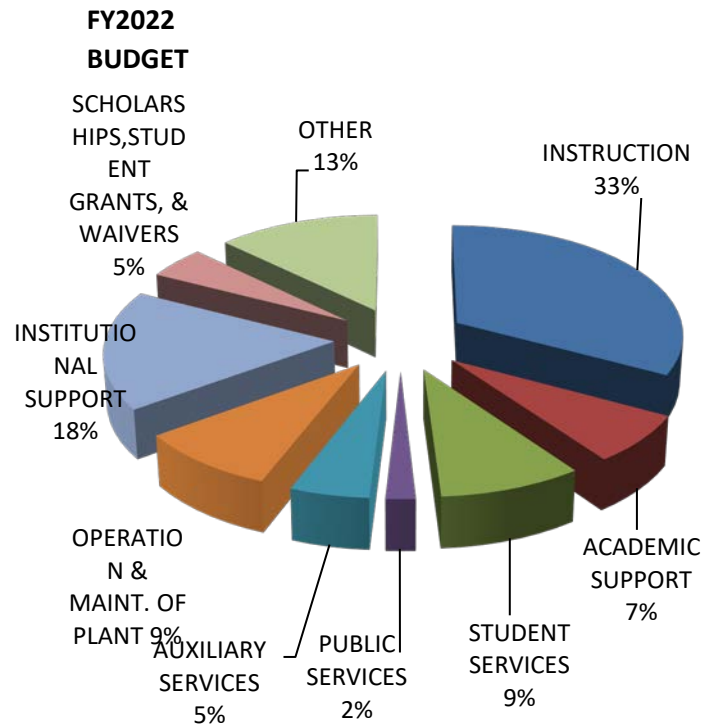
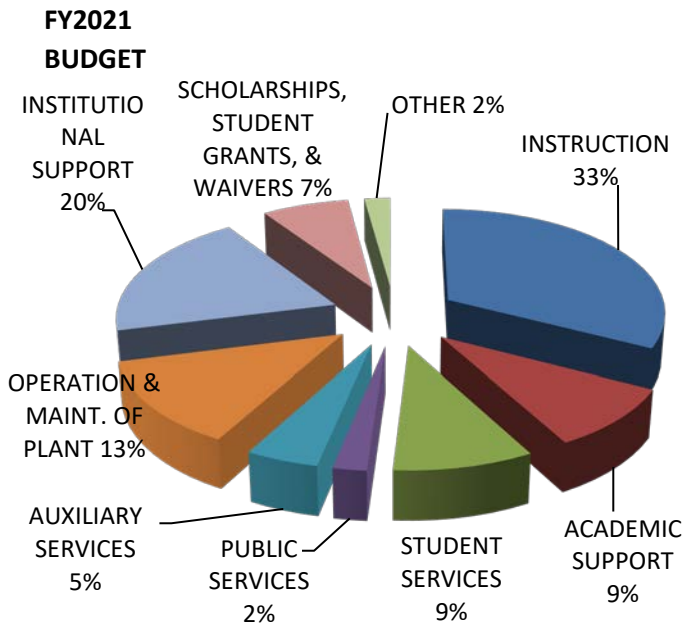
**FY2022  
BUDGET**



# MORTON COMMUNITY COLLEGE

## FISCAL YEAR 2022 OPERATING FUND EXPENDITURES BY PROGRAM FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
INSTRUCTION	\$9,015,897	\$10,470,886	16%
ACADEMIC SUPPORT	2,573,208	2,257,456	-12%
STUDENT SERVICES	2,509,217	2,924,317	16%
PUBLIC SERVICE	631,122	554,419	-12%
AUXILIARY SERVICES	1,284,809	1,580,451	23%
OPERATION & MAINT. OF PLANT	3,609,557	2,927,065	-19%
INSTITUTIONAL SUPPORT	5,368,336	5,592,826	4%
SCHOLARSHIPS, STUDENT GRANTS, & WAIVERS	2,029,000	1,529,000	-25%
OTHER	<u>2,807,167</u>	<u>4,130,000</u>	47%
<b>TOTAL EXPENDITURES</b>	<b><u>\$29,828,313</u></b>	<b><u>\$32,054,774</u></b>	7.5%

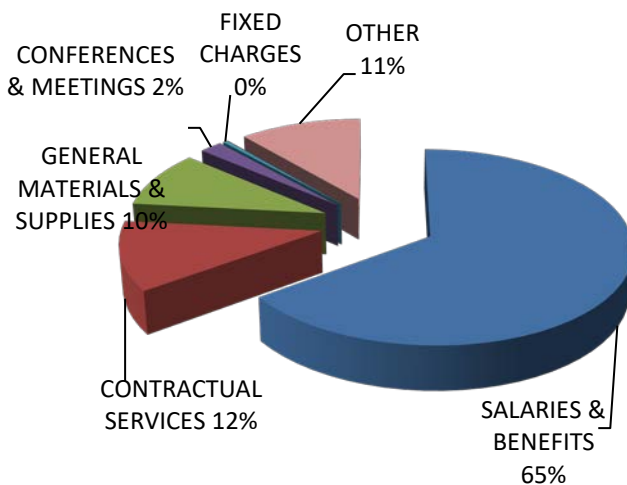


# MORTON COMMUNITY COLLEGE

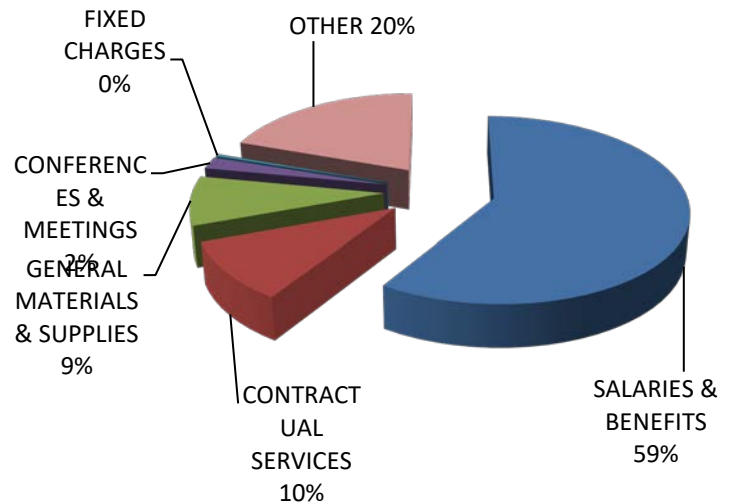
## FISCAL YEAR 2022 EDUCATION FUND EXPENDITURES BY OBJECT FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	\$15,612,694	\$17,184,444	10%
CONTRACTUAL SERVICES	2,797,000	3,000,500	7%
GENERAL MATERIALS & SUPPLIES	2,321,320	2,519,980	8%
CONFERENCES & MEETINGS	494,075	596,785	21%
FIXED CHARGES	111,500	131,000	17%
CAPITAL OUTLAY	-	-	0%
OTHER	<u>4,882,167</u>	<u>5,695,000</u>	17%
<b>TOTAL EXPENDITURES</b>	<b><u>\$26,218,756</u></b>	<b><u>\$29,127,709</u></b>	<b>11%</b>

**FY2021  
BUDGET**



**FY2022  
BUDGET**



# MORTON COMMUNITY COLLEGE

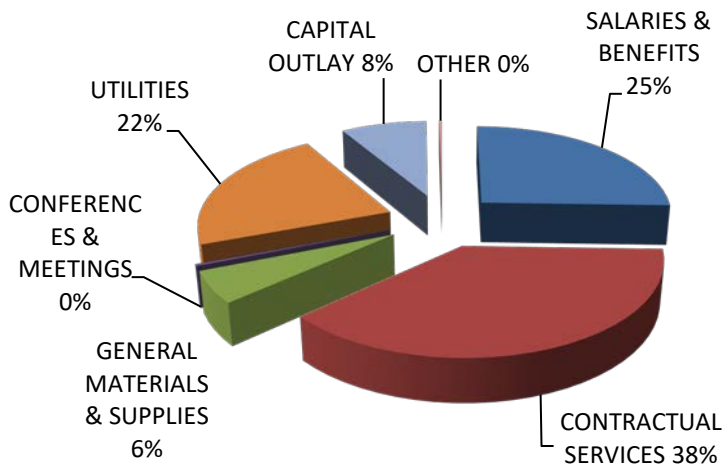
## OPERATIONS & MAINTENANCE FUND

### EXPENDITURES BY OBJECT

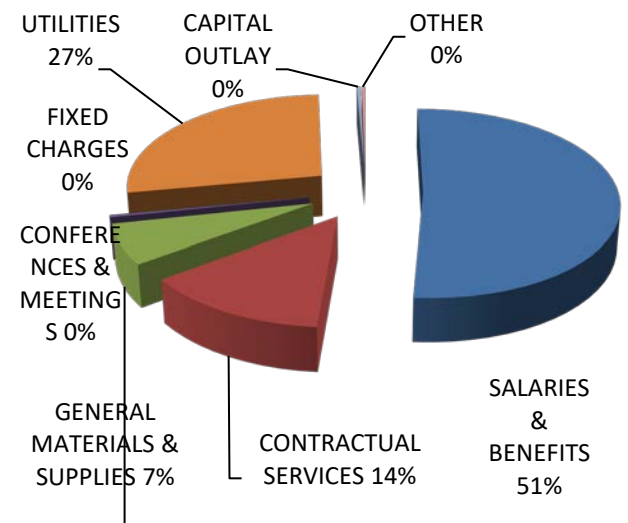
### FISCAL YEARS 2021 AND 2022

OBJECT	2021 BUDGET	2022 BUDGET	PERCENT INCREASE/DECREASE
SALARIES & BENEFITS	\$921,557	\$1,466,065	59%
CONTRACTUAL SERVICES	1,373,000	418,000	-30%
GENERAL MATERIALS & SUPPLIES	199,500	194,500	-3%
CONFERENCES & MEETINGS	6,500	6,500	0%
UTILITIES	770,000	770,000	0%
CAPITAL OUTLAY	329,000	62,000	-80%
OTHER	<u>10,000</u>	<u>10,000</u>	<u>0%</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$3,609,557</u></b>	<b><u>\$2,927,065</u></b>	<b>-22%</b>

**FY2021  
BUDGET**



**FY2022  
BUDGET**



# **MORTON COMMUNITY COLLEGE**

## **FISCAL YEAR 2022 BUDGET**

### **Financial**

Educational Philosophy and Mission

Financial Reporting and Funds

General Overview

Operating Fund Review

Budgeted Revenues & Expenditures Fiscal Year 2022 (Summary)

Budgeted Revenues & Expenditures Fiscal Year 2022

Budgeted Operating Revenue by Source Fiscal Year 2022

Budgeted Expenditures by Object Fiscal Year 2022

Fiscal Year 2022 Revenue & Expenditures by Fund





## **EDUCATIONAL PHILOSOPHY**

As a comprehensive Community College that is recognized by the Illinois Community College Board, the mission of Morton College is to enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service and life-long learning.

Consistent with our mission, Morton College's educational philosophy conforms to requirements set forth in state law and stresses the importance of helping individuals live and work as better-informed citizens in a dynamic society. This philosophy is reflected in the College's programs that model core values of truth, compassion, fairness, responsibility and respect. The programs, which are available to all individuals qualified to profit from them, are summarized below.

### **Adult Education Program**

This program is committed to shaping the future of Adult Education students by providing English as a second language, basic education and GED preparation courses.

### **University Transfer Program**

Courses in these curricula parallel in content, credit and quality with degree-granting institutions.

### **Career Program**

Career curricula prepare students for workplace, technical and semi-technical positions and lead to an associate in applied science degree or certificate. Students in these curricula receive initial job training, upgraded workplace and technical skills and become qualified for career opportunities.

### **Liberal Studies Program**

The liberal studies program is designed for students desiring maximum flexibility in preparing to transfer to a baccalaureate degree granting college. Transfer, career and continuing education courses may be used to meet a student's specific educational goals. Students completing this program earn an associate in liberal studies degree.

### **General Education Program**

General education courses are required in all curricula leading to an associate degree. They provide students with basic knowledge in communications, mathematics, physical science, social and behavioral science, humanities and health and physical fitness.

### **Continuing Education Program**

Curricula and courses in the continuing education program focus on improving basic academic skills and life-long learning opportunities. Programs include developmental education, general studies, vocational skills and personal development.

### **Community Service Program**

The community service program consists of noncredit continuing education courses and activities designed to meet the hobby, leisure time and cultural needs of the community.

### **Student Services Program**

The student development program helps students develop as they work to achieve their educational goals. Academic advising, career and personal counseling, financial aid assistance and job placement represent some of its functions.

### **Academic Support Services Program**

The academic support services program augments classroom instruction. The Learning Resources Center, Academic Skills Center, Writing and Math Center and the Peer Tutoring Program are components of this program.

Academic programs and student support services are available at an affordable cost without regard to age, gender, ethnicity, disability or marital status. The programs and services emphasize preparation for additional post-secondary study, job entry and career advancement, developmental education and opportunities for life-long learning. Furthermore, the College offers programs and activities that enhance the cultural, civic and economic development of the community.

## Strategic Planning

**Mission:** To enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service and life-long learning.

In 2018 Morton College developed a new, comprehensive five-year strategic plan, based on extensive data collection and analysis, market research and projected demographic trends in the college district, regionally, state-wide and nationally. A planning committee, comprised of faculty, staff and administrators, has met periodically since the initiation of the new plan and have prioritized goals outlined in the plan, established targets and monitored progress. In an effort to keep the strategic plan active, effective and relevant, the Committee has also periodically revised, updated and consolidated major goal areas since the development of the plan in response to internal and external factors impacting the strategic direction of the College. The Strategic Plan goals are developed within the framework of a systematic planning process that includes inputs from institutional goals, Support Unit Annual Plans and Academic Unit Annual Plans. The following represent the AY 18-22 updates to the strategic goals.

**Vision – Goal Statement:** By 2022, Morton College will increase fall-to-fall full-time student persistence rates to 80%

### Goal #1: Make Student Success the Core Work of Morton College

- Develop a comprehensive “first-year experience” for students
- Create an innovative learning commons and Student Success Center with tutoring services and collaborative study rooms
- Increase fall-to-fall retention and graduation rates by 3% over academic year 15-16
- Increase the graduation rate to 28%
- Increase the number of students participating in new student orientation by 5% over academic year 15-16
- Fully implement and refine the academic advising caseload model
- Develop protocols and guidelines for provision of services provided by the new social/emotional counselor position
- Improve success of students requiring remedial coursework; reduce number of students requiring remedial coursework
- Improve success rates of completers and transfer students through better communication and use of data
- Continue to improve academic advising to increase awareness of paths to completion for students
- Increase and improve tutoring services available to students
- Create better opportunities for success to our adult and working students

**Goal #2: Strengthen Efficiencies in Operations**

- Make better use of data to inform decision-making and planning
- Increase efficiencies in administrative and student processes through enhanced technology (i.e., Navigate)
- Streamline marketing, public relations and communications
- Reduce costs of textbooks and educational resources
- Improve communication between board, administration, and faculty for improved transparency
- Increase evidence-based planning to support institutional effectiveness and close the loop between assessment and resource allocation
- Increase impact of sustainable practices to enhance cost-savings

**Goal #3: Develop New Academic Programs and Revitalize Existing Programs**

- Create new programs in **Welding Technology, Emergency Medical Technician, Medical Assistant, and Culinary Arts and Hospitality**
- Increase the number of online course offerings
- Obtain National Association of Schools of Music (NASM) accreditation for music programs
- Create additional foreign language courses and programs
- Increase full-time faculty members

**Goal #4: Promote Economic and Community Vitality through Dynamic Partnerships**

- Create and expand seamless education experiences between K-12 and the College
- Cultivate and Develop a partnership with *“One Million Degrees: The Community College Project”*
- Expand workforce development partnerships
- Reach out to seniors within the community to engage them in lifelong learning opportunities
- Improve relationships with government leaders at local, state, and federal levels
- Create official academic partnership with Apple, Inc.

**Goal #5: Maximize the Teaching and Learning Experience through Innovative and Leading Edge FACILITIES**

- Determine feasibility and develop plans for a new Health Sciences building on campus
- Determine feasibility and develop plans for a new Career and Technology facilities on campus
- Identify and make available additional space for student clubs to meet
- Update current facilities with current technologies
- Repair outdated facilities, bathrooms in existing buildings

**Goal #6: Increase Giving and Financial Strength through Improved DEVELOPMENT Operations**

- Foster entrepreneurial environment to generate new revenue streams through expanded community education offerings and corporate training
- Increase financial assistance to underserved student population
- Improve donor relationships through implementation of Donor Communications Plan
- Apply for at least three federal, state, or private grants per academic year

## **FINANCIAL REPORTING**

The College prepares its financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP) as set forth by the Governmental Accounting Standards Board (GASB). The College maintains its accounts in accordance with guidelines set forth by the National Association of College and University Business Officers (NACUBO) and the Illinois Community College Board (ICCB). The ICCB requires accounting by funds in order that limitations and restrictions on resources can be easily accounted for. The financial records of the College are maintained on the accrual basis of accounting whereby all revenues are recorded when earned and all expenses are recorded when they have been reduced to a legal obligation. The independent public auditors, BKD, LLP, have audited the College's financial statements. The following is a list of funds and descriptions used by Morton College.

### **EDUCATION FUND**

The Education Fund is used to account for revenues and expenditures of the academic and service programs of the College. It includes the costs of instruction; administrative and professional salaries; supplies and moveable equipment; library books and materials; maintenance of instructional and administrative equipment; and other costs pertaining to the educational program of the College.

The Education Fund revenue is projected to increase 11% from fiscal year 2021 to 2022. Expenditures are projected to increase 11%.

### **OPERATIONS AND MAINTENANCE FUND**

The Operations and Maintenance Fund is used to account for expenditures for the improvement, maintenance, repair or benefit of buildings and property, including the cost of interior decorating and the installation, improvement, repair, replacement, and maintenance of building fixtures, rental of buildings and property for community and college purposes; salaries of custodians, engineers and related support staff; all costs of fuel, lights, gas, water, telephone services and custodial supplies and equipment; and the costs of professional surveys of the condition of college buildings.

The Operations & Maintenance Fund revenue is projected to decrease 22% from fiscal year 2021 to 2022. Expenditures are projected to decrease 22%.

### **OPERATIONS AND MAINTENANCE FUND (RESTRICTED)**

The Operations and Maintenance Fund (Restricted) is used to account for monies restricted for building purposes and site acquisition. The term "Construction Fund" is often used to refer to this fund. Within this fund various types of restricted funds are accounted for. They include Health, Life Safety Funds, Illinois Community College Board Deferred Maintenance Grant, Development Board grants and funds restricted by Board resolution to be used for building purposes.

## **BOND AND INTEREST FUND**

The Bond and Interest Fund is used to account for payments of principal, interest and related charges on any outstanding bonds or debt.

## **AUXILIARY ENTERPRISE FUND**

The Auxiliary Enterprise Fund is used for college services where a fee is charged and the activity is intended to be self-supporting. Examples of accounts in this fund include food service, bookstore, intercollegiate athletics and non-credit instruction.

## **RESTRICTED PURPOSE FUND**

The Restricted Purpose Fund is used for the purpose of accounting for monies that have external restrictions regarding their use. Examples of accounts in this fund are Illinois Community College Board grants and federal and state student financial assistance grants.

## **AUDIT FUND**

Annually the College levies separately for and collects property taxes for payment of the annual audit of its financial statements. This fund is used to account for this levy and the related audit expenses.

## **LIABILITY, PROTECTION AND SETTLEMENT FUND**

The Liability, Protection and Settlement Fund includes the tort liability, property insurance, Medicare taxes, Social Security taxes (FICA), and unemployment insurance. In addition, a portion of Campus Police salaries have been allocated to this fund due to their role in promoting and maintaining a safe campus environment.

## GENERAL OVERVIEW

This section contains general information concerning funding, authorized compensations, insurance, staffing, debt obligations and contracts.

The College's main source of revenue is from property taxes (23%), state revenue (19%), federal revenue (40%) and tuition and fees (20%). The needs of the College are evaluated on an ongoing basis and have made a number of adjustments in order to properly service the community in which it serves. The 2022 budget includes the following assumptions as it relates to our main source of funding.

- No significant increase due to the lack of new property that would generate property tax revenue above the 3.5% tax cap.
- Tuition and fees for Fiscal Year 2022 are at a rate of \$148.00 per credit hour including tuition, the comprehensive fee, and the technology fee.
- A 5% increase in enrollment has been budgeted
- Union Agreement with the Faculty and American Federation of Teachers Local 1600 is effective August 16, 2019 through May 15, 2024.
- Union Agreement with the Campus Safety Staff and Service Employees International Union Local 73 is effective July 1, 2016 through June 30, 2021.
- Union Agreement with the Custodial/Maintenance Staff and Service Employees International Union Local 73 is effective July 1, 2016 through June 30, 2021.
- Union Agreement with the Classified Staff effective July 1, 2019 through June 30, 2024.
- Union Agreement with the Adjunct Faculty Association IEA-NEA is effective July 1, 2017 to June 30, 2022.
- On July 1, 2021 Morton College became a member of Illinois Public Risk Fund for worker's compensation insurance and Illinois Counties Risk Management Trust (ICRMT) for liability insurance.

## **OPERATING FUND REVIEW**

### **REVENUE**

- Revenue resources include local support (property taxes) 30%, state support 30%, and student support (tuition and fees) 38%.
- Tax revenue is based on 96% collection of the remaining calendar year 2020 levy and the first half of calendar year 2021 levy.
- State support is based on credit hours generated two years ago. In addition, amounts are based on the governor's recommended budget.
- Tuition revenue is based on the tuition and fees of \$148.00 per credit hour. A 5% increase in enrollment was calculated compared to previous year.
- TOTAL BUDGETED OPERATING FUND REVENUE FOR FISCAL YEAR 2022  
\$32,055,309.

### **EXPENDITURES**

Salaries and employee benefits comprise 58% of our entire operating budget. This distribution is a slight increase from the 55% of last year.

Other large operating costs are contractual services 11%, supplies 8%, utilities 3%, conferences and meetings 3%, and other 16%.

- TOTAL BUDGETED OPERATING EXPENDITURES FOR FISCAL YEAR 2022  
\$32,054,774.



**MORTON COMMUNITY COLLEGE DISTRICT #527**  
**SCHEDULE OF BUDGETED REVENUES AND EXPENDITURES (SUMMARY)**  
**Year Ending June 30, 2022**  
**(in dollars)**

	<u>General</u>		<u>Special Revenue</u>			<u>Debt Service</u>	<u>Capital Projects</u>	
					Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	Total
	<u>Education</u>	<u>Operations and Maintenance</u>	<u>Restricted Purpose</u>	<u>Audit</u>				
Budgeted Revenues	29,127,709	2,927,600	30,018,195	72,950	811,916	675,628	2,866,308	66,500,306
Budgeted Other Financing Sources	-	-	-	-	-	-	3,500,000	3,500,000
Total Revenues and Other Financing Sources	29,127,709	2,927,600	30,018,195	72,950	811,916	675,628	6,366,308	70,000,306
Budgeted Expenditures	(25,627,709)	(2,927,065)	(30,018,195)	(81,600)	(1,227,500)	(646,575)	(6,366,308)	(66,894,952)
Other Financing Uses	(3,500,000)	-	-	-	-	-	-	(3,500,000)
Total Expenditures and Other Financing Uses	(29,127,709)	(2,927,065)	(30,018,195)	(81,600)	(1,227,500)	(646,575)	(6,366,308)	(70,394,952)
Excess of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	-	535	-	(8,650)	(415,584)	29,053	-	(394,646)
Fund Balance July 1, 2021 (estimated)	20,322,180	3,438,511	-	103,570	403,524	252,088	1,067,445	25,587,318
Fund Balance June 30, 2022 (estimated)	<u>\$ 20,322,180</u>	<u>\$ 3,439,046</u>	<u>\$ -</u>	<u>\$ 94,920</u>	<u>\$ (12,060)</u>	<u>\$ 281,141</u>	<u>\$ 1,067,445</u>	<u>\$ 25,192,672</u>

Official Budget was approved by the BOARD OF TRUSTEES:

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary, Board of Trustees

**SCHEDULE OF BUDGETED REVENUES AND EXPENDITURES**  
**Year Ending June 30, 2022**

	General		Special Revenue		Debt Service	Capital Projects		
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	Total
REVENUES								
Local government	\$ 7,649,000	\$ 1,498,600	\$ -	\$ 72,900	\$ 811,816	\$ 675,528	\$ 2,866,308	\$ 13,574,152
Corporate personal property replacement taxes	750,000	750,000	-	-	-	-	-	1,500,000
Tuition and fees	12,041,804	-	-	-	-	-	-	12,041,804
Sales and service fees	252,300	19,000	-	-	-	-	-	271,300
State sources	7,044,605	650,000	4,750,687	-	-	-	-	12,445,292
Federal sources	1,300,000	-	25,267,508	-	-	-	-	26,567,508
Investment income	60,000	10,000	-	50	100	100	-	70,250
Miscellaneous	30,000	-	-	-	-	-	-	30,000
Total revenues	29,127,709	2,927,600	30,018,195	72,950	811,916	675,628	2,866,308	66,500,306
EXPENDITURES								
Instruction	10,569,240	-	3,698,330	-	135,000	-	-	14,402,570
Academic support	2,257,456	-	250,000	-	16,500	-	-	2,523,956
Student services	2,924,317	-	1,069,920	-	20,500	-	-	4,014,737
Public services	554,419	-	359,362	-	7,500	-	-	921,281
Operation and maintenance plant	-	2,917,065	450,000	-	373,500	-	6,366,308	10,106,873
Auxiliary services	1,580,451	-	125,000	-	4,500	-	-	1,709,951
Institutional support	5,692,826	-	8,693,657	81,600	670,000	646,575	-	15,784,658
Scholarships, student grants, & waivers	1,529,000	-	15,371,926	-	-	-	-	16,900,926
Contingencies	520,000	10,000	-	-	-	-	-	530,000
Total Expenditures	25,627,709	2,927,065	30,018,195	81,600	1,227,500	646,575	6,366,308	66,894,952
Revenues over (under) expenditures	3,500,000	535	-	(8,650)	(415,584)	29,053	(3,500,000)	(394,646)
Transfers in	-	-	-	-	-	-	3,500,000	3,500,000
Transfers out	(3,500,000)	-	-	-	-	-	-	(3,500,000)
Revenues and transfers (in) over (under) expenditures and transfers (out)	-	535	-	(8,650)	(415,584)	29,053	-	(394,646)
FUND BALANCE								
July 1, 2021 (estimated)	20,322,180	3,438,511	-	103,570	403,524	252,088	1,067,445	25,587,318
June 30, 2022 (estimated)	\$ 20,322,180	\$ 3,439,046	\$ -	\$ 94,920	\$ (12,060)	\$ 281,141	\$ 1,067,445	\$ 25,192,672

**BUDGETED OPERATING REVENUE BY SOURCE**  
**Year Ended June 30, 2022**

	<b>Education Fund</b>	<b>Operations and Maintenance Fund</b>	<b>Total Operating Funds</b>
<b>OPERATING REVENUE BY SOURCE</b>			
<b>Local Government</b>			
Local taxes	\$ 7,649,000	\$ 1,498,600	\$ 9,147,600
Total Local Government			
<b>State Government</b>			
ICCB credit hour grants	2,314,560	-	2,314,560
ICCB equalization grants	4,570,045	650,000	5,220,045
CTE formula grant	160,000		160,000
Corporate personal property replacement taxes	750,000	750,000	1,500,000
Total State Government	7,794,605	1,400,000	9,194,605
<b>Student Tuition and Fees</b>			
Tuition	9,859,300		9,859,300
Fees	2,182,504	-	2,182,504
Total Student Tuition and Fees	12,041,804	-	12,041,804
<b>Other Sources</b>			
Sales and service fees	252,300	5,000	257,300
Nongovernmental grants	30,000	-	30,000
Facilities	-	14,000	14,000
Investment revenue	60,000	10,000	70,000
Other - lost tuition revenue	1,300,000		1,300,000
Total Other Sources	1,642,300	29,000	1,671,300
<b>Total 2021 Budgeted Revenue</b>	<b>\$ 29,127,709</b>	<b>\$ 2,927,600</b>	<b>\$ 32,055,309</b>

# BUDGETED EXPENDITURES BY OBJECT

Year Ending June 30, 2022

	General		Special Revenue			Debt Service	Capital Projects	
		Operations and	Restricted		Liability, Protection and	General	Operations and	
	Education	Maintenance	Purpose	Audit	Settlement	Obligation Bond	Maintenance (Restricted)	Total
<b>EXPENDITURES</b>								
Salaries	\$ 15,163,164	\$ 1,267,024	\$ 1,901,468	\$ -	\$ 350,000	\$ -	\$ -	\$ 18,681,656
Employee Benefits	2,021,280	199,041	3,933,337	-	282,500	-	-	\$ 6,436,158
Contracted Services	3,000,500	418,000	1,041,775	81,600	200,000	-	100,000	\$ 4,841,875
Materials and Supplies	2,519,980	194,500	3,633,305	-	-	-	-	\$ 6,347,785
Conferences and Meeting:	596,785	6,500	58,804	-	-	-	-	\$ 662,089
Fixed Charges	131,000	-	568,496	-	300,000	646,575	-	\$ 1,646,071
Utilities	-	770,000	-	-	-	-	-	\$ 770,000
Capital Outlay	-	62,000	1,316,257	-	-	-	6,266,308	\$ 7,644,565
Other	2,195,000	10,000	17,564,753	-	95,000	-	-	\$ 19,864,753
Total Expenditures	<u>\$ 25,627,709</u>	<u>\$ 2,927,065</u>	<u>\$ 30,018,195</u>	<u>\$ 81,600</u>	<u>\$ 1,227,500</u>	<u>\$ 646,575</u>	<u>\$ 6,366,308</u>	<u>\$ 66,894,952</u>
<b>TRANSFERS</b>								
Transfers in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500,000	\$ 3,500,000
Transfers out	<u>(3,500,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(3,500,000)</u>
Total Expenditures and transfers	<u>\$ 29,127,709</u>	<u>\$ 2,927,065</u>	<u>\$ 30,018,195</u>	<u>\$ 81,600</u>	<u>\$ 1,227,500</u>	<u>\$ 646,575</u>	<u>\$ 2,866,308</u>	<u>\$ 66,894,952</u>

## EDUCATION FUND REVENUE

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>REVENUE</b>		
<b>LOCAL GOVERNMENT</b>		
Property taxes Chargeback revenue	\$ 7,530,232	7,649,000
Chargeback revenue	-	-
Total Local Government	<u>7,530,232</u>	<u>7,649,000</u>
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	<u>650,000</u>	<u>750,000</u>
<b>STATE GOVERNMENT</b>		
ICCB credit hour grants	2,314,560	2314560
ICCB equalization grants	5,220,045	4570045
CTE formula grant	-	160,000
Total State Government	<u>7,534,605</u>	<u>7,044,605</u>
<b>STUDENT TUITION AND FEES</b>		
Tuition	7,947,825	9,859,300
Fees	2,023,481	2,182,504
Total Tuition and Fees	<u>9,971,306</u>	<u>12,041,804</u>
<b>OTHER SOURCES</b>		
Sales and service fees	253,300	252,300
Investment revenue	250,000	60,000
Nongovernmental gifts & scholarships	30,000	30,000
Other - lost tuition revenue	-	1,300,000
Total Other Sources	<u>533,300</u>	<u>1,642,300</u>
<b>Total Revenue</b>	<u>26,219,443</u>	<u>29,127,709</u>
Transfers in	<u>-</u>	<u>-</u>
<b>Total Revenue and Transfers in</b>	<u>\$26,219,443</u>	<u>\$ 29,127,709</u>

## EDUCATION FUND EXPENDITURES

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>EXPENDITURES</b>		
By Program:		
<b>Instruction</b>		
Salaries	\$ 7,393,818	\$ 8,734,743
Employee benefits	762,994	850,262
Contractual services	310,500	312,500
Material and supplies	514,800	631,950
Conferences and meetings	33,785	39,785
Total Instruction	<u>9,015,897</u>	<u>10,569,240</u>
 <b>Academic Support</b>		
Salaries	\$ 1,595,135	\$ 1,240,696
Employee benefits	267,763	265,380
Contractual services	287,000	298,000
Material and supplies	317,970	346,280
Conferences and meetings	29,340	26,100
Fixed charges	75,000	80,000
Other	1,000	1,000
Total Academic Support	<u>2,573,208</u>	<u>2,257,456</u>
 <b>Student Services</b>		
Salaries	\$ 1,804,540	\$ 2,121,429
Employee benefits	231,677	296,988
Contractual services	215,000	221,000
Material and supplies	162,550	179,750
Conferences and meetings	76,450	83,650
Fixed charges	19,000	21,500
Total Student Services	<u>2,509,217</u>	<u>2,924,317</u>

## EDUCATION FUND EXPENDITURES

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>EXPENDITURES</b>		
<b>Public Service/Continuing Education</b>		
Salaries	\$ 328,079	\$ 246,224
Employee benefits	46,093	54,745
Contractual services	217,000	217,000
Material and supplies	29,700	26,200
Conferences and meetings	5,250	5,250
Other	5,000	5,000
Total Public Service/Continuing Education	<u>631,122</u>	<u>554,419</u>
<b>Auxiliary Services</b>		
Salaries	\$ 199,675	\$ 220,425
Employee benefits	1,884	42,026
Contractual services	350,000	450,000
Material and supplies	584,500	612,000
Conferences and meetings	132,750	228,000
Fixed charges	16,000	28,000
Total Auxiliary Services	<u>1,284,809</u>	<u>1,580,451</u>
<b>Institutional Support</b>		
Salaries	\$ 2,502,512	\$ 2,599,647
Employee benefits	478,524	511,879
Contractual services	1,417,500	1,502,000
Material and supplies	711,800	723,800
Conferences and meetings	216,500	214,000
Fixed charges	1,500	1,500
Other	40,000	40,000
Total Institutional Support	<u>5,368,336</u>	<u>5,592,826</u>

## EDUCATION FUND EXPENDITURES

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>EXPENDITURES</b>		
<b>Scholarships, Student Grants &amp; Waivers</b>		
Student grants and scholarships	\$ 2,029,000	\$ 1,529,000
Other	-	-
Total Scholarships, Student Grants & Waivers	<u>2,029,000</u>	<u>1,529,000</u>
Contingencies	<u>640,000</u>	<u>520,000</u>
<b>Total Expenditures</b>	<u>24,051,589</u>	<u>25,627,709</u>
Transfers out	<u>2,167,167</u>	<u>3,500,000</u>
<b>Total Expenditures and Transfers out</b>	<u>\$ 26,218,756</u>	<u>\$ 29,127,709</u>



## OPERATIONS & MAINTENANCE FUND REVENUE

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>REVENUE</b>		
<b>LOCAL GOVERNMENT</b>		
Property taxes	<u>\$ 1,481,960</u>	<u>\$ 1,498,600</u>
<b>STATE GOVERNMENT</b>		
ICCB equalization grants	<u>-</u>	<u>650,000</u>
<b>CORP PERSONAL PROPERTY TAXES</b>	<u>650,000</u>	<u>750,000</u>
<b>STUDENT FEES</b>		
Fees	<u>1,450,000</u>	<u>-</u>
Total Student Fees	<u>1,630,000</u>	<u>-</u>
<b>OTHER SOURCES</b>		
Sales and service fees	5,000	5,000
Facilities	14,000	14,000
Investment revenue	<u>10,000</u>	<u>10,000</u>
Total Other Sources	<u>29,000</u>	<u>29,000</u>
<b>Total Revenue</b>	<u>\$ 3,790,960</u>	<u>\$ 2,927,600</u>

## OPERATIONS & MAINTENANCE FUND EXPENDITURES

Year Ended June 30, 2022

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	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>EXPENDITURES</b>		
By Program:		
<b>Operations and Maintenance of Plant</b>		
Salaries	\$ 774,098	\$ 1,267,024
Employee benefits	147,459	199,041
Contractual services	1,373,000	418,000
Material and supplies	199,500	194,500
Conferences and meetings	6,500	6,500
Utilities	770,000	770,000
Capital outlay	329,000	62,000
Other	10,000	10,000
Total Operations and Maintenance of Plant	<u>3,609,557</u>	<u>2,927,065</u>
<b>Total Expenditures</b>	<u>\$ 3,609,557</u>	<u>\$ 2,927,065</u>

## RESTRICTED PURPOSE FUND REVENUE

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>REVENUE</b>		
<b>STATE GOVERNMENT</b>		
State board of education- adult education	\$ 744,325	\$ 744,325
Illinois grant revenue - other	<u>3,964,701</u>	<u>4,006,362</u>
Total State Government	<u>4,709,026</u>	<u>4,750,687</u>
<b>FEDERAL GOVERNMENT</b>		
Department of education	13,398,463	28,841,263
Other	<u>435,229</u>	<u>426,245</u>
Total Federal Government	<u>13,833,692</u>	<u>29,267,508</u>
<b>OTHER SOURCES</b>		
Nongovernmental grants	<u>-</u>	<u>-</u>
Total Other Sources	<u>-</u>	<u>-</u>
<b>Total Revenue</b>	<u>\$ 18,542,718</u>	<u>\$ 34,018,195</u>

## RESTRICTED PURPOSE FUND EXPENDITURES

Year Ended June 30, 2022

	<u>FY 2020 Budget</u>	<u>FY 2021 Budget</u>
<b>EXPENDITURES</b>		
By Program:		
<b>Instruction</b>		
Salaries	\$ 1,226,446	\$ 1,268,246
Employee benefits	2,054,952	2,056,142
Contractual services	25,275	38,775
Material and supplies	258,781	273,781
Conferences and meetings	29,200	33,210
Other	21,426	28,176
Total Instruction	<u>3,616,080</u>	<u>3,698,330</u>
 <b>Academic Support</b>		
Employee benefits	<u>250,000</u>	<u>250,000</u>
Total Academic Support	<u>250,000</u>	<u>250,000</u>
 <b>Student Services</b>		
Salaries	281,379	169,879
Employee benefits	438,495	415,995
Contractual services	121,353	-
Materials and supplies	216,995	141,386
Conferences and meetings	10,728	2,984
Other	20,995	339,676
Total Student Services	<u>1,089,945</u>	<u>1,069,920</u>
 <b>Public Service/Continuing Education</b>		
Salaries	203,238	206,814
Employee benefits	129,375	116,200
Contractual services	1,100	3,000
Material and supplies	10,188	10,738
Conferences and meetings	18,800	22,610
Total Public Service/Continuing Education	<u>\$ 362,701</u>	<u>\$ 359,362</u>

## RESTRICTED PURPOSE FUND EXPENDITURES

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>EXPENDITURES</b>		
<b>Auxiliary Services</b>		
Employee benefits	\$ 125,000	\$ 125,000
Total Auxiliary Services	<u>125,000</u>	<u>125,000</u>
<b>Operations and Maintenance of Plant</b>		
Employee benefits	<u>450,000</u>	<u>450,000</u>
Total Operation and Maintenance of Plant	<u>450,000</u>	<u>450,000</u>
<b>Institutional Support</b>		
Salaries	-	125,000
Employee benefits	500,000	520,000
Contractual services	200,000	1,000,000
Material and supplies	784,088	3,207,400
Fixed charges	-	525,000
Capital outlay	-	1,316,257
Student grants and scholarships	<u>29,853</u>	<u>2,000,000</u>
Total Institutional Support	<u>1,513,941.00</u>	<u>8,693,657</u>
<b>Scholarships, Student Grants &amp; Waivers</b>		
Salaries	131,529	131,529
Student grants and scholarships	10,991,523	15,228,397
Other	<u>12,000</u>	<u>12,000</u>
Total Scholarships, Student Grants & Waivers	<u>11,135,052.00</u>	<u>15,371,926</u>
<b>Total Expenditures</b>	<u>\$ 18,542,719</u>	<u>\$ 30,018,195</u>

## AUDIT FUND REVENUE AND EXPENDITURES

Year Ended June 30, 2022

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>REVENUE</b>		
<b>LOCAL GOVERNMENT</b>		
Property taxes	<u>\$ 71,517</u>	<u>\$ 72,900</u>
<b>OTHER SOURCES</b>		
Investment revenue	<u>50</u>	<u>50</u>
<b>Total Revenue</b>	<u>71,567</u>	<u>72,950</u>
Transfers in	<u>-</u>	<u>-</u>
<b>Total Revenue and Transfers in</b>	<u>71,567</u>	<u>72,950</u>
<b>EXPENDITURES</b>		
By Program		
<b>Institutional Support</b>		
Contractual Services	<u>81,600</u>	<u>81,600</u>
<b>Total Expenditures</b>	<u>\$ 81,600</u>	<u>\$ 81,600</u>

**LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES**  
**Year Ended June 30, 2022**

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>REVENUE</b>		
<b>LOCAL GOVERNMENT</b>		
Property taxes	<u>\$801,634</u>	<u>\$811,816</u>
<b>OTHER SOURCES</b>		
Investment revenue	<u>100</u>	<u>100</u>
<b>Total Revenue</b>	<u>801,734</u>	<u>\$811,916</u>
<b>EXPENDITURES</b>		
By Program:		
<b>Instruction</b>		
Salaries	215,848	-
Employee benefits	<u>135,000</u>	<u>135,000</u>
Total Instruction	<u>350,848</u>	<u>135,000</u>
<b>Academic Support</b>		
Employee benefits	<u>16,500</u>	<u>16,500</u>
<b>Student Services</b>		
Salaries	85,668	-
Employee benefits	<u>28,501</u>	<u>20,500</u>
Total Student Services	<u>114,169</u>	<u>20,500</u>
<b>Public Service/Continuing Education</b>		
Employee benefits	<u>7,500</u>	<u>7,500</u>
<b>Auxiliary Services</b>		
Employee benefits	<u>4,500</u>	<u>4,500</u>
<b>Operations and Maintenance of Plant</b>		
Salaries	1,031,006	350,000
Employee benefits	<u>65,003</u>	<u>23,500</u>
Total Operation and Maintenance of Plant	<u>1,096,009</u>	<u>373,500</u>
<b>Institutional Support</b>		
Salaries	149,956	-
Employee benefits	61,711	75,000
Contractual services	295,000	295,000
Fixed charges	<u>240,087</u>	<u>300,000</u>
Total Institutional Support	<u>746,754</u>	<u>670,000</u>
<b>Total Expenditures</b>	<u>\$ 2,336,280</u>	<u>1,227,500</u>

## GENERAL OBLIGATION BOND FUND REVENUE AND EXPENDITURES

Year Ended June 30, 2022

---

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Local taxes	<u>\$ 651,429</u>	<u>\$ 675,528</u>
OTHER SOURCES		
Investment revenue	<u>100</u>	<u>100</u>
Total Revenue	<u>651,529</u>	<u>675,628</u>
EXPENDITURES		
By Program:		
Institutional Support		
Fixed charges	<u>645,950</u>	<u>646,575</u>
Total Institutional Support	<u>645,950</u>	<u>646,575</u>
Total Expenditures	<u>\$ 645,950</u>	<u>\$ 646,575</u>



**OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES**  
**Year Ended June 30, 2022**

	<u>FY 2021 Budget</u>	<u>FY 2022 Budget</u>
<b>REVENUE</b>		
<b>LOCAL GOVERNMENT</b>		
Bonds	\$ 3,434,943	\$ -
Other - Capital Development Board	4,881,800	2,866,308
<b>Total Revenue</b>	<u>8,316,743</u>	<u>2,866,308</u>
Transfers in	2,167,167	3,500,000
<b>Total Revenue and Transfers in</b>	<u>14,427,733</u>	<u>6,366,308</u>
<b>EXPENDITURES</b>		
By Program:		
<b>Operations and Maintenance of Plant</b>		
Contractual services Capital outlay	\$5,076,800	\$100,000
Capital outlay	5,407,110	6,266,308
Total Operation and Maintenance of Plant	<u>10,483,910</u>	<u>\$6,366,308</u>
<b>Total Expenditures</b>	<u>\$ 10,483,910</u>	<u>\$6,366,308</u>

# **MORTON COMMUNITY COLLEGE**

## **FISCAL YEAR 2022 BUDGET**

### **Statistical Information**

Changes in Net Position

Operating Expenses by Function

Property Tax Levies and Collections

Debt Capacity



**MORTON COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 527**

**FINANCIAL TRENDS (UNAUDITED)**

**CHANGES IN NET POSITION  
LAST EIGHT FISCAL YEARS**

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2011</u>
OPERATING REVENUES									
Student tuition and fees	\$ 6,392,476	\$ 6,133,413	\$4,982,373	\$4,684,983	\$4,596,204	\$4,040,567	\$3,361,086	\$4,125,936	\$2,965,107
Other	53,378	119,321	1,211,196	1,696,682	1,720,315	1,850,764	1,982,775	2,238,138	2,597,828
Total operating revenues	<u>6,445,854</u>	<u>6,252,734</u>	<u>6,193,569</u>	<u>6,381,665</u>	<u>6,316,519</u>	<u>5,891,331</u>	<u>5,343,861</u>	<u>6,364,074</u>	<u>5,562,935</u>
OPERATING EXPENSES									
Instruction	16,652,880	18,077,524	17,995,297	15,728,370	10,517,895	12,568,259	13,683,816	11,178,977	10,891,769
Academic support	3,359,257	2,940,227	2,563,405	2,585,214	2,766,990	2,364,630	2,300,300	2,146,750	1,657,044
Student services	4,336,106	3,919,084	3,668,700	3,072,864	2,552,963	2,552,583	2,463,099	2,064,685	1,963,425
Public services	1,272,212	1,185,466	1,436,109	1,134,636	558,055	528,553	517,563	486,255	499,903
Operation and maintenance of plant	7,976,278	5,808,513	6,951,773	7,036,574	6,589,007	4,787,610	5,602,019	5,878,454	3,317,143
General institutional	8,676,087	6,773,878	5,062,853	4,607,377	7,959,932	7,022,773	2,702,346	4,265,754	4,068,162
Auxiliary enterprises	2,695,030	1,071,095	2,076,399	1,870,339	2,068,042	2,440,249	1,761,597	1,445,016	2,539,302
Scholarship expense	4,976,378	4,347,856	3,624,113	3,684,305	4,095,799	4,391,965	4,380,563	6,203,707	4,160,475
Depreciation expense	810,214	2,094,445	2,121,933	2,463,156	2,482,407	1,797,419	2,649,892	2,567,778	1,450,714
Total operating expenses	<u>50,754,442</u>	<u>46,218,088</u>	<u>45,500,582</u>	<u>42,182,835</u>	<u>39,591,090</u>	<u>38,454,041</u>	<u>36,061,195</u>	<u>36,237,376</u>	<u>30,547,937</u>
Operating (Loss)	<u>(44,308,588)</u>	<u>(39,965,354)</u>	<u>(39,307,013)</u>	<u>(35,801,170)</u>	<u>(33,274,571)</u>	<u>(32,562,710)</u>	<u>(30,717,334)</u>	<u>(29,873,302)</u>	<u>-24,985,002</u>
NON-OPERATING REVENUES (EXPENSES)									
Local property taxes	9,844,059	9,861,485	9,982,119	9,763,900	9,128,821	9,310,381	8,337,495	8,215,441	8,945,308
State appropriations	23,570,198	20,952,783	19,957,533	18,480,322	15,145,280	14,449,848	14,453,707	12,816,492	8,471,061
Federal grants and contracts	9,621,196	8,568,350	9,353,438	8,651,665	8,852,948	9,458,611	9,917,890	10,911,286	9,379,397
Non-governmental gifts and grants	-	3,783	1,848	11,625	3,300	20,710	23,650	220,428	254,565
Investment income	327,794	522,777	264,202	(177,874)	27,677	3,687	3,437	12,691	12,394
Interest on capital asset-related debt	(351,096)	(439,285)	(162,642)	95,387	(204,466)	(243,648)	(248,612)	(356,000)	-304,986
Net Non-Operating Revenues (Expenses)	<u>43,012,151</u>	<u>39,469,893</u>	<u>39,396,498</u>	<u>36,825,025</u>	<u>32,953,560</u>	<u>32,999,589</u>	<u>32,487,567</u>	<u>31,820,338</u>	<u>26,757,739</u>
Net Income Before Capital Contributions	<u>(1,296,437)</u>	<u>(495,461)</u>	<u>89,485</u>	<u>1,023,855</u>	<u>(321,011)</u>	<u>436,879</u>	<u>1,770,233</u>	<u>1,947,036</u>	<u>1,772,737</u>
CHANGE IN NET POSITION	<u>(1,296,437)</u>	<u>\$ (495,461)</u>	<u>\$ 89,485</u>	<u>\$1,023,855</u>	<u>(\$321,011)</u>	<u>\$436,879</u>	<u>\$1,770,233</u>	<u>\$1,947,036</u>	<u>\$1,772,737</u>

Sources: Morton College Comprehensive Annual Financial Reports and general ledger reports

**MORTON COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 527**

**FINANCIAL TRENDS (UNAUDITED)**

**OPERATING EXPENSES BY FUNCTION (*DOLLARS IN THOUSANDS*)  
LAST TEN FISCAL YEARS**

<b>Year</b>	<b>Total</b>	<b>Instruction</b>	<b>Academic Support</b>	<b>Student Services</b>	<b>Institutional Support</b>	<b>Operation and Maintenance of Plant</b>	<b>Scholarships and Fellowships</b>	<b>Public Support</b>	<b>Auxiliary Service</b>
2020	\$ 48,058	\$ 16,653	\$ 3,359	\$ 4,336	\$ 7,976	\$ 8,676	\$ 4,976	\$ 1,272	\$ 810
2019	44,124	18,078	2,940	3,919	6,774	5,809	4,348	1,185	1,071
2018	43,424	17,995	2,563	3,669	6,952	5,063	3,624	1,436	2,122
2017	40,312	15,728	2,585	3,073	7,037	4,607	3,684	1,135	2,463
2016	37,523	10,518	2,767	2,553	6,589	7,960	4,096	558	2,482
2015	36,658	12,769	2,365	2,553	7,023	4,788	4,392	529	2,440
2014	34,300	13,684	2,300	2,463	5,602	2,702	4,381	518	2,650
2013	34,794	11,179	2,147	2,065	5,879	4,266	6,204	486	2,568
2012	31,591	10,561	1,641	1,724	5,488	4,363	4,683	528	2,603
2011	29,096	10,892	1,657	1,963	4,068	3,317	4,160	500	2,539

Source: College Records

**MORTON COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 527**

**REVENUE CAPACITY (UNAUDITED)**

**PROPERTY TAX LEVIES AND COLLECTIONS  
LAST TEN LEVY YEARS**

<b>Year of Levy</b>	<b>Total Extended Tax Levy</b>	<b>Current Year Collections</b>	<b>Percent of Levy</b>	<b>Delinquent Taxes Collected (refunded)</b>	<b>Total Taxes Collected</b>	<b>Percent of Levy</b>
2019	\$ 10,570,508	\$ 5,111,956	48.36%	-	5,111,956	48.36%
2018	10,278,763	10,131,989	98.57%	-	10,131,989	98.57%
2017	10,038,228	9,886,521	98.49%	(172,007)	9,714,514	96.78%
2016	9,807,465	9,674,736	98.65%	(190,679)	9,484,057	96.70%
2015	9,729,038	9,888,151	101.64%	(534,561)	9,353,590	96.14%
2014	9,613,393	9,535,983	99.12%	(358,157)	9,177,826	95.47%
2013	9,428,970	9,403,540	99.60%	(346,186)	9,057,354	96.06%
2012	9,123,084	9,053,905	99.24%	(279,738)	8,774,167	96.18%
2011	8,989,563	8,914,223	99.16%	(265,452)	8,648,771	96.21%
2010	9,036,894	8,977,670	99.34%	(265,112)	8,712,558	96.41%

Source: County tax records.

MORTON COLLEGE COMMUNITY COLLEGE DISTRICT NO. 527

DEBT CAPACITY (UNAUDITED)  
LEGAL DEBT MARGIN INFORMATION  
LAST TEN FISCAL YEARS

Fiscal Year	Assessed Value	Rate	Limit Rate	Debt Limit	Margin	Percentage
2020	\$ 1,640,547,923	2.875%	\$ 47,165,753	\$ 9,340,262	\$ 37,825,491	19.80%
2019	1,660,547,053	2.875%	47,740,728	9,371,438	38,369,290	19.63%
2018	1,721,823,048	2.875%	49,502,413	3,262,578	46,239,835	6.59%
2017	1,442,272,976	2.875%	41,465,348	3,769,910	37,695,438	9.09%
2016	1,393,851,949	2.875%	40,073,244	4,259,264	35,813,980	10.63%
2015	1,434,851,128	2.875%	41,251,970	4,487,376	36,764,594	10.88%
2014	1,538,198,334	2.875%	44,223,202	4,745,000	39,478,202	10.73%
2013	1,640,896,561	2.875%	47,175,776	5,580,000	41,595,776	11.83%
2012	1,783,704,124	2.875%	51,281,494	6,395,000	44,886,494	12.47%
2011	2,305,398,885	2.875%	66,280,218	7,200,000	59,080,218	10.86%

Source: County tax records: college records

# **MORTON COMMUNITY COLLEGE**

## **FISCAL YEAR 2022 BUDGET**

### **Resolutions**

2021 – 2022 Budget Legal Notice



NOTICE  
2021-2022 BUDGET  
AVAILABLE FOR PUBLIC INSPECTION

NOTICE IS HEREBY GIVEN by the Board of Trustees of Illinois Community College District No. 527, in the County of Cook, State of Illinois, that a Tentative Budget for said District for the fiscal year beginning July 1, 2021 will be on file and conveniently available for public inspection beginning Wednesday, July 01, 2021, through Thursday, August 12, 2021 Monday - Thursday from 8:00 a.m. to 4:30 p.m. in the Business Office Room 203 Building "C" located at 3801 South Central Avenue, Cicero, IL 60804.

NOTICE IS FURTHER HEREBY GIVEN that a public hearing on said budget will be held at 11:00 a.m. on Wednesday the 25th day of August 2021 in the Jedlicka Performing Arts Center, 3801 South Central Avenue, Cicero, Illinois.

Dated this 23rd day of June 2021.

Morton College, Community College District No. 527, in the County of Cook, State of Illinois.

Jose A Collazo, Secretary  
Board of Trustees  
Morton College  
Community College District No. 527



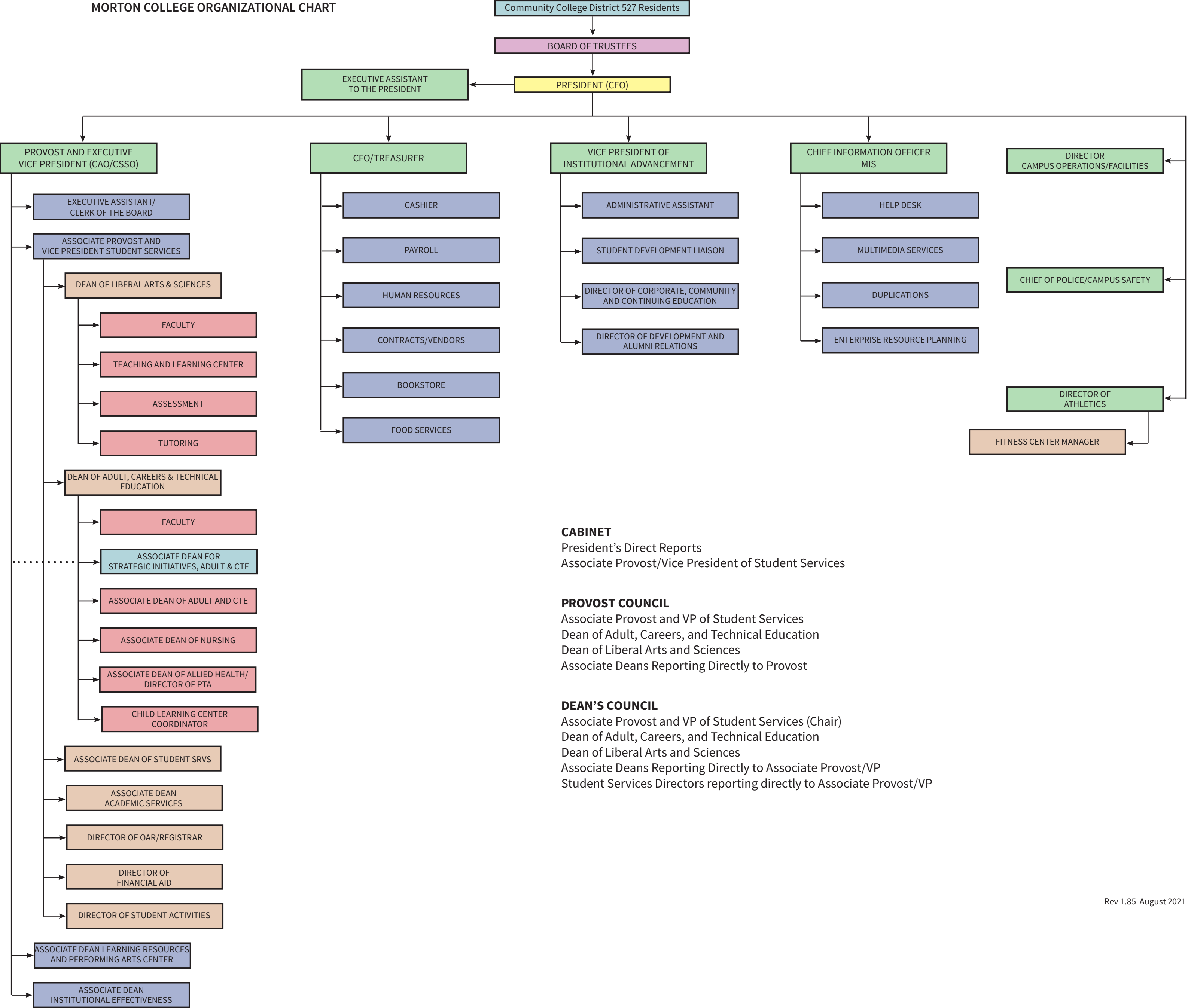
NOTICE  
2021-2022 BUDGET  
PUBLIC HEARING RESCHEDULED

NOTICE IS HEREBY GIVEN that pursuant to the Open Meetings Act (5 ILCS 120/1.01, et seq), Morton Community College District No. 527 (the "District") is announcing that there will be a change to the date and time of the District's previously scheduled public hearing for the 2021-2022 budget from August 26, 2021 at 11:00 a.m. to September 23, 2021, at 11:00 a.m.

Morton College, Community College District No. 527, in the County of Cook, State of Illinois.

Jose A Collazo, Secretary  
Board of Trustees  
Morton College  
Community College District No. 527

MORTON COLLEGE ORGANIZATIONAL CHART



**CABINET**

President's Direct Reports  
Associate Provost/Vice President of Student Services

**PROVOST COUNCIL**

Associate Provost and VP of Student Services  
Dean of Adult, Careers, and Technical Education  
Dean of Liberal Arts and Sciences  
Associate Deans Reporting Directly to Provost

**DEAN'S COUNCIL**

Associate Provost and VP of Student Services (Chair)  
Dean of Adult, Careers, and Technical Education  
Dean of Liberal Arts and Sciences  
Associate Deans Reporting Directly to Associate Provost/VP  
Student Services Directors reporting directly to Associate Provost/VP

**Texas Association of School Boards**  
 12007 Research Blvd. | Austin, TX 78759  
 (512) 467-0222 | www.tasb.org



Mireya Perez  
 Morton College  
 3801 South Central Ave  
 Cicero, IL 60804

Number 613532  
 Invoice date 9/1/2021  
 Page 1 of 1  
 Date and time 7/28/2021 12:08 PM  
 Sales order TASB-019255  
 Requisition  
 Your reference  
 Our reference Dana Beebe  
 Payment Net 30 Days  
 Invoice account 409413  
 Payment reference  
 Due date 9/30/2021

Item number	Item description	External reference	Quantity	Unit	Unit price	Discount dollars	Amount
BB013	BoardBook - Premier Tier 2 Subscription Period 09/01/2021 - 08/31/2022		1.00	YR	4,000.00	0.00	4,000.00

Sales subtotal amount	Total discount	Total charges	Net amount	Sales tax	Total
\$4,000.00	0.00	0.00	4,000.00	0.00	\$4,000.00 USD

**Due date** 9/30/2021

<b>Remittance Address:</b>		TASB, Inc. PO Box 975112 Dallas, TX 75397-5112		<b>Customer</b> 409413 <b>Invoice</b> 613532 <b>Balance due</b> \$4,000.00	
<b>To pay by credit card, complete the following information and send to our secure fax at (512) 467-3515</b>					
Card Number		Exp Date		CVV#	
Cardholder Name		Phone #			
Billing Address, State, Zip					
Signature		Date			
Email Address for credit card receipt					

# ACTIVE Membership Re-Enrollment Form/Invoice



**Illinois Association of School Administrators**

2648 Beechler Court • Springfield, IL 62703-7305

217-753-2213 • Fax 217-753-2240

## Enroll With Your Most Current Contact Information:

Is all your information in this section still correct? ☐ YES ☐ NO

If NO, then please write in all changes. Please fill out this entire section.

Salutation: ☐ Dr. ☐ Mr. ☐ Ms.

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

Telephone: 708/656-8000  
Fax: 708/656-0719  
Email: stan.fields@morton.edu  
IASA Region: Cook West  
County: Cook/

▲ The above information will be used for the IASA Membership Directory and IASA record for the July 1, 2021–June 30, 2022 membership year. ▲

**IASA MEMBERSHIP DIRECTORY DEADLINE: SEPTEMBER 1, 2021**

If we do not receive this completed form by September 1, 2021, we will not be able to include your listing in the printed Membership Directory.

## Additional Information

↓ The information below is for IASA office use only; it will NOT appear in the Membership Directory. ↓

### DISTRICT INFORMATION\*

District Type: ☐ Elementary ☐ High School ☐ Unit

☒ Other (please specify) Community College

Student Enrollment: \_\_\_\_\_

### HOME ADDRESS AND PERSONAL INFORMATION

Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home E-mail: \_\_\_\_\_

### DEMOGRAPHIC INFORMATION\*

\*Demographic and district information is used for the At-Large Election on the IASA Board of Directors.

Gender: ☐ Male

☐ Female

Ethnicity: ☐ White ☐ Black ☐ Hispanic ☐ Asian/Pacific Islander

☐ Native American ☐ Multi-racial ☐ Other (please specify) \_\_\_\_\_

## INVOICE

**IASA Membership Dues must be paid by November 5, 2021 in order to maintain continuous benefits.**

IASA Membership Dues can also be paid online at [www.iasaedu.org](http://www.iasaedu.org).

**IASA Active Membership Dues for 2021–2022:** TRS Salary x 0.7% (0.007)

TRS Salary is Base Salary x 1.098901 (TRS factor)

(e.g. Base Salary of \$90,000 x 1.098901 x 0.007 = \$692.31 for 2021–2022 IASA Active Dues)

\$ 1921.33

**IASA Interim Superintendent Service Corps:** If serving as an Interim Superintendent, the cost is \$300.

Should you wish to join IASA as a Retired Member, there is an additional fee of \$50 for IASA Retired Membership Dues.

\$

**AASA Active Membership Dues for 2021–2022:** \$470, optional

\$ 470.00

**Credit card transaction fee:** If paying via credit card, please add a non-refundable 3% transaction fee here:

\$

**School Administrators Foundation for Education (SAFE)** (Voluntary contribution): \$25 or more.

The SAFE Board of Trustees has recommended a \$25 contribution per IASA member (deductible as a charitable contribution).

(please include a separate personal check)

**Total Amount Due** \$ 2391.33

## 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 \_\_\_\_\_

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



Invoice Number: D13625  
Invoice Date: 6/29/2021  
Your Account Number: 1127  
Terms: Net 30

Bill To:

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

Quantity	Description	Price	Total
1,579	FY'21-22 FTE DUES	\$0.60	\$947.40
1	FY'21-22 Base DUES	\$4,650.00	\$4,650.00

**TOTAL INVOICE:** \$5,597.40

Please Remit Payments to:  
Higher Learning Commission  
230 South LaSalle Street, Suite 7-500  
Chicago IL 60604-1411

Wire/ACH Instructions:  
JP Morgan Chase Bank  
Higher Learning Commission  
Acct# 758154426  
ABA# 071000013

For Inquiries Contact Us At:  
[finance@hlcommission.org](mailto:finance@hlcommission.org)  
or  
312-881-8119



Invoice Number: H14672  
Invoice Date: 8/5/2021  
Your Account Number: 1127  
Terms: Net 30

Bill To:

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

Quantity	Description	Price	Total
1	Change/Review Panel Request for approval to initiate distance education to level 3, courses and multiple programs.	\$975.00	\$975.00

**TOTAL INVOICE:** \$975.00

Please Remit Payments to:  
Higher Learning Commission  
230 South LaSalle Street, Suite 7-500  
Chicago IL 60604-1411

Wire/ACH Instructions:  
JP Morgan Chase Bank  
Higher Learning Commission  
Acct# 758154426  
ABA# 071000013

For Inquiries Contact Us At:  
[finance@hlcommission.org](mailto:finance@hlcommission.org)  
or  
312-881-8119



Association of Community College  
Trustees  
P.O. Box 426061  
Washington, D.C 20042-6061

Customer #: 0000039500

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

## Invoice

Invoice # : 94223  
Invoice Date: 04/30/2021  
Invoice Terms: net 30

Description	Quantity	Price	Discount	Amount
District	1	\$3,540.00	\$0.00	\$3,540.00

Invoice Total	\$3,540.00
Taxes	\$0.00
Amount Paid	\$0.00
<b>PLEASE PAY</b>	<b>\$3,540.00</b>

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice#: 94223

Customer #: 0000039500

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

Select Payment Method	
<input type="checkbox"/> Check Enclosed	
Card Provider _____	Exp Date____/____
Card #_____	CVV_____
Card Holder's Name_____	
Card Holder's Signature_____	

Remit Payment To:

**Association of Community College Trustees**

P.O. Box 426061, Washington, D.C 20042-6061

Total Due: **\$3,540.00**

Amt Remitted : \_\_\_\_\_

**PROPOSED ACTION:**

**THAT THE BOARD APPROVE THE REIMBURSEMENT FOR ANNUAL AMERICAN PHYSICAL THERAPY ASSOCIATION (APTA) MEMBERSHIP FOR THE DIRECTOR OF PHYSICAL THERAPIST ASSISTANT PROGRAM, DR ALISON GEHRKE, AT MORTON COLLEGE.**

**RATIONALE:**

APTA is a community of 100,000 physical therapists, physical therapist assistants, and physical therapy students who are dedicated to pursuing our transformative vision for the physical therapy profession.

The association supports therapist throughout their career with outstanding benefits and trusted content. They serve therapists through advocacy and public awareness. They empower therapists to make a difference through advocacy and engagement. They connect therapists to thought leaders and peers who share their professional interests.

Students in the PTA program are required to have memberships as well. Membership for all PTA program faculty, staff, administration, and students is encouraged by our accreditors, CAPTE.

This reimbursement was also allocated to be funded by Perkins for FY2022.

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

**COST ANALYSIS:**

\$ 505.00

**ATTACHMENT:**

Receipt



## APTA Membership - Thank You

☒ Include My Contact Information in the APTA Membership Directory

☒ Send me an APTA Membership Certificate

**APTA** (<https://www.apta.org/>)

Thank you for renewing your American Physical Therapy Association membership. Your support means that we can continue our mission to build a community that advances the profession and improves the health of society. Please save this receipt for your records.

If you have not already created a username and password online, you can use the following login information to access exclusive member content on [APTA.org](http://www.apta.org) (<http://www.apta.org>):

APTA member number: 498043

Passwords are case-sensitive. Your login is your email or APTA member number, unless you created your own user ID.

**Print your temporary membership card** (<https://aptaapps.apta.org/MyAPTA/PrintTempMembershipCard.aspx>)  
(login required)

We're here to help. If you need assistance or have any questions, please contact APTA's Member Success team at 800-999-2782, Monday through Friday, 8 a.m.-6 p.m. ET.

Thank you again for your continued engagement with APTA.

### Purchase | Confirmation

#### Purchase Information

Date of Purchase: Jul 22 2021 1:41PM

Alison Jane Gehrke, PT, DPT

Web Transaction Number: 1961136

Payment Method: Credit Card

#### Payment Detail

			Price
NATIONAL	Dues	National Dues	\$295.00
CHAPT/IL	Dues	Illinois Chapter	\$210.00
			<b>Total \$505.00</b>

Visit our [Tax Information page](http://www.apta.org/tax) (<http://www.apta.org/tax>) for descriptions and information on the deductibility of voluntary contributions. This page also identifies the portions of your national, chapter, and section dues that are not deductible as an ordinary and necessary business expense, to the extent that APTA and your chapter and/or section(s) engage in lobbying on behalf of their members.

Contributions to PTPAC are not tax-deductible as charitable contributions. Contributions are voluntary. Your contribution will be used to support candidates for federal office who support physical therapy issues. The amount given by the contributor, or the refusal to give, will not benefit or disadvantage the person being solicited.

Please note that \$12 of your annual membership dues is applied toward a subscription to PTJ and \$10 toward a subscription to APTA Magazine, both of which are inseparable from dues and disclosed as per USPS regulations. Contact APTA for nonmember rates.

Do you need help?

**Contact Us (<https://www.apta.org/need-help-contact-apta>)**

    
(<https://www.facebook.com/AmericanPhysicalTherapyAssociation>)

#### **Related APTA Sites**

**APTA Career Center** (<https://jobs.apta.org/>)

**APTA Centennial** (<https://centennial.apta.org/>)

**APTA Learning Center**  
(<http://learningcenter.apta.org/>)

**APTA Store** (<https://store.apta.org/>)

**ChoosePT.com** (<http://www.choosept.com/>)

**Guide to Physical Therapist Practice**  
(<http://guidetoptpractice.apta.org/>)

**PTJ** (<https://aptaapps.apta.org/redirect/ptj.aspx?origurl=https://academic.oup.com/ptj>)

**ABPTRFE** (<https://abptrfe.apta.org/>)

**ABPTS** (<https://specialization.apta.org/>)

**ACAPT** (<https://acapt.org/>)

**CAPTE** (<https://www.capteonline.org/>)

**Foundation for Physical Therapy Research**  
(<https://foundation4pt.org/>)

**Physical Therapy Outcomes Registry**  
(<https://www.ptoutcomes.com/>)

**PTPAC** (<https://ptpac.apta.org/>)

**Related Organizations**  
(<https://www.apta.org/related-organizations>)

**3030 Potomac Ave., Suite 100 | Alexandria, VA | 22305-3085**

800-999-2782

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(<http://aptaapps.apta.org/componentconnection/chaptersandsections.aspx?UniqueKey=>)



Illinois Community College Trustees Association

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

June 21, 2021

Dear ICCTA Member,

We are so proud that our community colleges rose to the challenge of the pandemic and took the necessary steps to ensure the safety of students, faculty and staff. Ever more remarkable were the adjustments you made to deliver a quality education in either a virtual or limited in-person environment.

As we move into the summer months with renewed expectations for the fall, we are pleased to report we received level funding from the State of Illinois for FY22. Additionally, we are eager to engage with our other higher education advocates on the issues related to the statewide strategic plan, a higher ed consortium focused on early childhood education and adjusting to other legislation that passed the General Assembly this year. Finally, we will continue our advocacy at the federal level to ensure that community colleges are appropriated the funds they need for capital improvements on campus.

Please find included in this e-mail a separate attachment which is the dues invoice for your membership in the Illinois Community College Trustees Association (ICCTA). This invoice represents half of ICCTA annual dues for Fiscal Year 2022, which begins on July 1, 2021. The invoice for the second half of FY22 dues will be emailed in December 2021.

Your membership dues are not increasing and will remain the same as your dues payment last year. In fact, ICCTA membership dues have only increased by 4% since 2006.

Your college and local board contribute significantly to the successes ICCTA enjoys each year that positively impact your college, the Illinois community college system, its students, employees, tax payers and board members.

Thank you for your continuing support. If you have any questions regarding your dues invoice, please give me a call.

Sincerely,

A handwritten signature in black ink that reads "Jim Reed".

Jim Reed, Jr., J.D.  
Executive Director  
217-528-2858 x103  
[jreed@communitycolleges.org](mailto:jreed@communitycolleges.org)

cc: Board and/or President's Assistant  
Board Chair (if e-mail address on file)  
ICCTA Rep (if e-mail address on file)



## **The Benefits of ICCTA Membership**

### ***Legislative advocacy***

Tracking and monitoring of state and federal legislation ▪ Lobbying and direct contact with legislators, state agencies, and other public officials ▪ Testimony at legislative and congressional hearings ▪ Drafting of bills and amendments ▪ Coalition-building with other education and grassroots organizations ▪ Legislative updates to trustees and colleges ▪ Lobby Day in Springfield ▪ Coordinated visits at the National Legislative Seminar in Washington, D.C. ▪ Toll-free legislative hotline

### ***Trustee training and education***

Educational seminars ▪ Regional meetings and programs ▪ Annual convention ▪ Mandatory leadership training ▪ *Welcome to the Board* packets for new trustees ▪ Trustee leadership DVD ▪ Resource library ▪ Trustee achievement and service awards ▪ Student trustee award ▪ Trustee Roundtable ▪ Minimum Continuing Legal Education seminars for board attorneys ▪ Professional development conference for presidential secretaries and assistants

### ***Public relations***

News releases and daily e-mail news alerts ▪ Recognition of outstanding faculty, alumni, business partners, and legislators ▪ Trustee training certificates ▪ Paul Simon Student Essay Contest ▪ Gandhi/King Peace Scholarship ▪ Cooperative efforts with college PR personnel and the Illinois Community College Marketing Collaborative

### ***Consultation & expertise***

Direct access to ICCTA staff on board policy and performance, referenda campaigns, and related topics ▪ Board self-evaluation services ▪ Referrals to outside consultants and search firms ▪ Retreat leadership ▪ Board self-evaluation facilitators ▪ Policy handbook development ▪ ICCTA staff support for Presidents Council and Illinois Community College Board activities

### ***Local board input***

Involvement with ICCTA Board of Representatives ▪ Participation on ICCTA committees on Government Relations, Trustee Education, Finance, Diversity, Bylaws, and Awards ▪ Task forces ▪ Coalitions ▪ Member surveys ▪ College visits by ICCTA staff

### ***Information and research services***

Website ▪ Social media posts ▪ Legislative bulletins and reports ▪ Membership and legislative directories ▪ Resource materials for newly elected or appointed trustees ▪ Compilation of community college laws ▪ *Quick Surveys*



Illinois Community College Trustees Association

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

## DUES RENEWAL NOTICE

### 1st Installment

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

Invoice #	Date	Terms
7724	6/21/2021	Due on receipt

Description	Amount
FY22 Illinois Community College Trustees Association Dues (ICCTA) - 1st Half	5,570.00
<i>Thank you for your continuing support!</i>	
<b>Total</b>	<b>\$5,570.00</b>

*Please make check payable to ICCTA and mail to address printed above.  
If you would like to set up Electronic Deposit, please contact Stephanie at  
sspann@communitycolleges.org.*

**PROPOSED ACTION:** That the Board of Trustees approve continued membership with the North East Multi-Regional Training, Inc. (NEMRT) for fy22, in the amount of \$2,755.00.

**RATIONALE:** [

Required by Board Policy No. 5.3] North East Multi-Regional Training, Inc. (NEMRT), is one of seventeen Mobile Teams of the Illinois ASSIST Program providing in-service training to law enforcement and corrections personnel throughout metropolitan Chicago.

**COST ANALYSIS:** \$2,755.00

**ATTACHMENT:** INVOICE



PO10058

**Date:** 03/22/2021  
**Invoice #:** 281660  
**Customer #:** 2120

## Membership Fees

Vlad

07/01/2021 to 07/01/2022

**Please update the enclosed department roster, indicating the individuals approved for training.**

Enter the number of full-time, part time, and/or civilian personnel, including the chief and command staff, for your department. Departments having more than 125 full-time officers have the option of either paying for a maximum of 125 officers or paying for their full compliment.

***Please tear off and return this portion with your payment***



Invoice #: 281660  
Customer #: 2120  
Invoice Amount Due:

**Make check payable to:**

**North East Multi – Regional Training, Inc.**  
**355 Smoke Tree Plaza**  
**North Aurora, IL 60542**

<u>3</u> # of Full Time Officers x \$95.00 =	\$ <u>285.00</u>
<u>18</u> # of Part Time Officers x \$95.00 =	\$ <u>1,710.00</u>
<u>8</u> # of Civilian Employees x \$95.00 =	\$ <u>760.00</u>

TOTAL 2755<sup>00</sup>

# North East Multi-Regional Training, Inc.

355 Smoke Tree Plaza, North Aurora Illinois 60542-1718

Office: (630) 896-8860 Fax: (630) 896-4422

Website Address: www.nemrt.com

"Committed to the Career Development and Professionalization of Law Enforcement Officers"

## AGENCY ROSTER

The time has come for NEMRT to update its agency roster. Please review the attached roster of individuals for your agency. Indicate those who should be deleted by marking the delete box. Those who will be approved for training under this membership should be marked in the 'approved' box. Anyone who does not appear on the roster, can be added by putting the individuals name at the end of the roster along with the last four of their SSN. PLEASE SEND ROSTER BACK WITH MEMBERSHIP PAYMENT. If you have any questions, please do not hesitate to contact Mary Rose Pocus at ext. 116.

Morton College Police Department  
3801 South Central Ave.  
Cicero, IL 60804

Individuals Name	Title Description	PTBID	SSN	Status	Approved Training?	Hourly Pay	No Longer with the Dept.
Patterson, Jessica	Telecommunicator		***-**-6257	PTS	<input checked="" type="checkbox"/>	12.00	<input type="checkbox"/>
Perez, Armando	Patrol Officer	65074642	***-**-6647	FTS	<input checked="" type="checkbox"/>	18.00	<input type="checkbox"/>
Perez, Jaime	Patrol Officer	65074688	***-**-0166	PTS	<input checked="" type="checkbox"/>	20.00	<input type="checkbox"/>
Sanchez, Alberto	Patrol Officer	65116301	***-**-3830	PTS	<input checked="" type="checkbox"/>	15.00	<input type="checkbox"/>
Seropian, Daniel	Patrol Officer	65087942	***-**-9629	PTS	<input checked="" type="checkbox"/>	0.00	<input type="checkbox"/>
Smith, Daniel	Patrol Officer	65090546	***-**-4380	PTS	<input checked="" type="checkbox"/>	18.00	<input type="checkbox"/>
Stillo, Louis	Patrol Officer		***-**-1764	CNS	<input type="checkbox"/>	21.00	<input checked="" type="checkbox"/>
Vazquez, Luis	Patrol Officer	65100577	***-**-9512	PTS	<input checked="" type="checkbox"/>	20.00	<input type="checkbox"/>
Walsh, Cheryl	Patrol Officer		***-**-9782	PTS	<input type="checkbox"/>	11.33	<input checked="" type="checkbox"/>
Wolff, Michael	Patrol Officer	65107143	***-**-0050	PTS	<input checked="" type="checkbox"/>	0.00	<input type="checkbox"/>
Almanza, Ramirez, Marcy	Dispatcher			PTS	<input checked="" type="checkbox"/>		
Delamonte, Valerie	Dispatcher			PTS	<input checked="" type="checkbox"/>		
Dematto, Michelle	Dispatcher			PTS	<input checked="" type="checkbox"/>		
Espino, Marie	Dispatcher			PTS	X		

Continued on next page



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Morton College Police Department  
3801 South Central Ave.  
Cicero, IL 60604

Individual's Name	Title/Description	PTRID	SSN	Status	Approved Trainer?	Hourly Pay	No Longer with the Dept.
Arias, Carolyn	Telecommunicator		***-**-7847	PTS	<input checked="" type="checkbox"/>	11.06	<input type="checkbox"/>
Aviles, Jesus	Patrol Officer	65003267	***-**-4058	PTS	<input checked="" type="checkbox"/>	20.00	<input type="checkbox"/>
Berthiaume, Maria	Patrol Officer	65006984	***-**-9613	PTS	<input checked="" type="checkbox"/>	0.00	<input type="checkbox"/>
Bilotta, Gino		65116298	***-**-8498	PTS	<input checked="" type="checkbox"/>	0.00	<input type="checkbox"/>
Boyajian, Mark	Patrol Officer	65009319	***-**-3116		<input checked="" type="checkbox"/>	14.00	<input type="checkbox"/>
Cappetta, Leflani	Sergeant	65014047	***-**-0844	FTS	<input checked="" type="checkbox"/>	18.00	<input type="checkbox"/>
Cevallos, Edison	Officer Patrol	65015627	***-**-9910	PTS	<input type="checkbox"/>	17.83	<input checked="" type="checkbox"/>
Clay, Oscar	Lieutenant	65017053	***-**-5106	PTS	<input checked="" type="checkbox"/>	15.00	<input type="checkbox"/>
Cutrone-Strila, Leslie	Telecommunicator		***-**-3285	PTS	<input checked="" type="checkbox"/>	11.06	<input type="checkbox"/>
Feulner, Joseph	Sergeant	65029251	***-**-9612	FTS	<input checked="" type="checkbox"/>	20.00	<input type="checkbox"/>
Gomez, Paul	Patrol Officer	65039072	***-**-3697	PTS	<input checked="" type="checkbox"/>	25.00	<input type="checkbox"/>
Jaimes, Hector		65144643	***-**-0554		<input checked="" type="checkbox"/>	0.00	<input type="checkbox"/>
Lopez, Edwin		65116300	***-**-9454	PTS	<input checked="" type="checkbox"/>	0.00	<input type="checkbox"/>
Mazzone, Dominick	Patrol Officer	65062114	***-**-8415	PTS	<input checked="" type="checkbox"/>	28.00	<input type="checkbox"/>
Mc Fadden, James	Patrol Officer	65063230	***-**-2844	PTS	<input checked="" type="checkbox"/>	20.00	<input type="checkbox"/>
Montano, Roger	Sergeant	65066730	***-**-1728	FTS	<input type="checkbox"/>	21.00	<input checked="" type="checkbox"/>
Panovai, Beth	Telecommunicator		***-**-3710	CNS	<input checked="" type="checkbox"/>	11.07	<input type="checkbox"/>

Continued on next page

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement"), is executed, made, and entered into on this \_\_\_ day of June, 2021 (the "Effective Date") by and between Morton Community College District No. 527 on its behalf and on behalf of its Board of Trustees ("Employer" or "College"), and the Morton College Adjunct Faculty Association, IEA-NEA, on its behalf and on behalf of its members ("Association" or "Union") (Employer and Union are collectively referred to as "the Parties").

WHEREAS, any reference to the College in this Agreement means the College its successors, assigns, ~~officers, officials, board members, directors, employees and agents;~~

WHEREAS, the College and Union are parties to a collective bargaining agreement ("CBA") dated July 1, 2017 through June 30, 2022, in which the Union is the exclusive bargaining representative for Adjunct Faculty members employed by the College;

WHEREAS, the Union filed a grievance ("Grievance") (attached hereto as "Exhibit A") on September 3, 2019, alleging a violation(s) of the CBA by the College due to the failure of the College to bargain over an alleged change to the College's policy and requirements regarding credentials and teaching qualifications;

WHEREAS, Marilyn Craig ("Grievant"), an Adjunct Faculty employee of the College, was identified by the Union as a "grievant" for whom a remedy was requested in the Grievance;

WHEREAS, the College denied, and still denies, that it violated the CBA as alleged in the Grievance;

WHEREAS, the Union demanded arbitration of the Grievance;

WHEREAS, on or about September 9, 2019, the Union filed an Unfair Labor Practice Charge ("ULP Charge") (attached hereto as "Exhibit B") with the Illinois Educational Labor Relations Board, Charge No. 2020-CA-0018-C, alleging the College violated the Illinois Educational Labor Relations Act ("IELRA") by unilaterally implementing a new policy providing for minimum qualifications for instructors without notifying or bargaining with the Union;

WHEREAS, the College denied and continues to deny that it committed an Unfair Labor Practice and violated the IELRA as alleged in the ULP Charge;

WHEREAS, the IELRA issued a Complaint for Hearing on the ULP Charge;

WHEREAS, prior to scheduling a hearing date, on or about October 16, 2020, the College and Union agreed to defer the ULP Charge to arbitration; therefore, the IELRB issued an Order holding the Complaint for Hearing in abeyance pending the outcome of the arbitration;

WHEREAS, an arbitration was scheduled to be held on May 6, 2021; however, it was cancelled after the Parties agreed to settle the Grievance and ULP Charge;

(7)

WHEREAS, the Parties seek to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding the matters raised in the Grievance and ULP Charge;

WHEREAS, the Parties have determined that it is in their respective best interests to settle the dispute between them;

WHEREAS, the Parties, acknowledging the foregoing, wish to enter into this Settlement Agreement without any admission of liability by any Party, but solely for the purpose of avoiding litigation, uncertainty, controversy, and legal expense; and

NOW THEREFORE, in consideration of the Recitals and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby undertake the obligations set forth below and otherwise agree to the following terms of and conditions:

1. Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. Full and Complete Settlement. The Union and College agree that this Settlement Agreement fully and completely resolves and settles all claims raised in both the Grievance and the ULP Charge, which are attached hereto as Exhibits A and B and incorporated herein by reference. To that end, the Union further agrees to: (a) withdraw the instant Grievance and not re-file it; and (b) withdraw the ULP Charge and to request that the IELRB dismiss the Complaint for Hearing that was issued, and (c) provide counsel for the College with proof of such withdrawals and request to dismiss prior to the issuance of the payment to Grievant provided for below in Paragraph 5.

The terms of this agreement were negotiated by authorized agents of the Parties, and said agents shall affirmatively recommend approval of this Agreement to their respective principal. The College shall affirmatively recommend approval of this Agreement to the College's Board of Trustees at the August 25, 2021 Board meeting.

3. Non-Precedent Setting. The Parties recognize and affirm that the withdrawal and settlement of the Grievance pursuant to this Agreement shall be non-precedent setting, without prejudice to any other grievance(s) or ULP Charge(s), and may not be cited in any other matter between the College and Union, and/or the College and a Union bargaining unit member covered by the CBA, including, but not limited to, any other grievance(s) or ULP Charge(s).

4. Reservation of Rights. The Parties expressly recognize and affirm that they retain their respective rights regarding collective bargaining. The Union maintains its position that the College is legally and contractually obligated to bargain over any changes to the College's Minimum Qualifications.

m

5. Lump Sum Settlement Payment to Grievant.

Grievant, Marilyn Craig, shall receive payment as set forth below from the College, provided counsel for the College has received an original of this Agreement executed and dated by the Union, and the Union has complied with all other terms and conditions of this Agreement:

A lump sum payment in the gross amount of TWENTY TWO THOUSAND ONE HUNDRED FIFTY DOLLARS AND FIFTY CENTS (\$22,150.50) ("Settlement Payment.") This lump sum Settlement Payment shall be less any state, federal or other legally required withholdings. The Settlement Payment shall be tendered to Grievant within three (3) business days after formal approval of this Settlement Agreement by the College's Board of Trustees.

No other current or former Adjunct faculty employee shall receive any payment of any kind whatsoever from the College as part of this Agreement.

6. Developmental English Instructor Qualifications. The Parties agree that the Developmental English qualifications listed on the "Morton College Minimum and Preferred Instructor Qualifications (Full and Part-Time)" document, as updated on January 14, 2019 (attached hereto as "Exhibit C"), may remain in effect without the College having to bargain with the Union over said minimum and preferred qualifications to teach Developmental English 080, 082, 084, 086, and 088.

7. Arbitrator's Cancellation Fee. The Parties agree to split equally any fee charged by Arbitrator Rocco Scanza for cancellation of the arbitration hearing that was scheduled to take place on May 6, 2021.

8. Attorney's Fees and Costs. Each Party shall be responsible for and shall bear its own attorney's fees and costs incurred by or on behalf of said Party in connection with the Grievance, ULP Charge, and the negotiation and execution of this Agreement.

9. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

10. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, including the "Whereas" clauses, are contractual and not mere recitals.

11. Effect on Previous Agreements. This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

12. Amendment. This Agreement may be amended only by a written document signed by an authorized officer or agent of the Union and an authorized Executive Officer of the College.

2

13. **Severability.** In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will remain enforceable.

14. **Non-admission.** This Agreement is being entered into solely for the purpose of settling disputed claims, and is not, nor shall it be construed as, an admission by the College of any liability, wrongdoing, breach of any agreement, violations of the CBA, violation of the IELRA or any other law or regulation, or a waiver of any defenses as to those matters within the scope of this Agreement.

15. **Execution.** All persons executing this Settlement Agreement have the power and authority to bind the respective Party they represent. This Agreement may be signed in counterpart originals with the effect as if all signatures were on the same piece of paper. A Party delivering its counterpart by facsimile or email shall promptly deliver an original signature to the other Party (but failure to do so will not vitiate the prior delivery of the counterpart or the enforceability of this Agreement).

IN WITNESS WHEREFORE, the Parties hereto have executed this Settlement Agreement with their hands and seals on the dates set forth beneath their signatures.

**MORTON COLLEGE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MORTON COLLEGE ADJUNCT  
FACULTY ASSOCIATION, IEA-NEA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Marilyn R. Craig*

*local union  
secretary / president*

*6/25/2021*

*Received 6/28/2021 @ 5pm & mailed 7/1/2021*

**PROPOSED ACTION: THAT THE BOARD APPROVE THE PURCHASE OF ATI NCLEX REVIEW SERVICES FOR FY22 AND FY23 FOR A TOTAL AMOUNT OF \$88,064, AS SUBMITTED.**

**RATIONALE:**

- 1) We have had low NCLEX pass rates, ATI is a well respected program which helps to prepare nursing students to achieve success both in the nursing program, and on the NCLEX.
- 2) ATI contains resources including content review, quizzes, pharmacology, course review materials, math calculations, NCLEX review, etc. These tools are important for the success of students.
- 3) In the past we used Kaplan with our students, but purchased additional products of UWorld and Swift River to provide additional resources needed for NCLEX review, dosage calculation and pharmacology. This is all included with ATI.
- 4) We will be using the TEAS test for admissions to the Nursing Program which is developed by ATI. By adopting ATI for the students for the whole program, there would be one product used from admissions, throughout the nursing program, and NCLEX review. This would help uniformity for both the college to track student success throughout the program, and help students to be familiar with the program and its use throughout the program.

**COST ANALYSIS:** Kaplan itself costs \$250 per student each semester, which would be \$16000 for 64 Students. ATI is \$366.50 for the 1st semester, which is \$23,456 for 64 students. The price decreases for further semesters to \$336.50 per student which is \$21536 each semester. This is shown in the attached documents. These resources are paid in part by student fees.

The ATI package contains more resources for our students and we would like to use this one.

FY22 - \$44,992

FY23 - \$43,072

**ATTACHMENT:**

Attached PDFs for cost of program



## Quote # 1243-NS

Date: June 23, 2021

Due Date: NET 30

To: Morton College  
3801 S Central Ave  
Cicero, IL 60804

Attention: Lauren.Caruso@Morton.edu

SID #: 1831358171

### **Nursing Integrated Testing with iHuman cases – May 2023 ADN Cohort**

---

#### **Fall 2021 Term (August to Dec 2021)**

64 Students @ \$250.00	\$16,000.00
------------------------	-------------

#### **Spring 2022 Term (Jan to May 2022)**

64 Students @ \$250.00	\$16,000.00
------------------------	-------------

Quote total .....	\$32,000.00
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**Kaplan, Inc**  
1515 W. Cypress Creek  
Fort Lauderdale, FL 33309

Please be advised that this is a quote which is subject to change based upon student count. Please notify us promptly of any changes that will need to be reviewed.

---

**Kaplan, Inc**  
1515 W. Cypress Creek  
Fort Lauderdale, FL 33309

Please be advised that this is a quote which is subject to change based upon student count. Please notify us promptly of any changes that will need to be reviewed.



The Bundle prices shown on this form are effective for orders submitted between July 1st, 2021 and June 30th, 2022.

Confidentiality Statement: All assessment questions are the copyrighted property of Assessment Technologies Institute™, LLC. The removal or attempt to remove questions or other assessment material from the test site is prohibited. It is forbidden under federal copyright law to copy, reproduce, record, distribute, or disclose these assessment questions by any means, in whole or in part. A violation of this type can result in civil and criminal penalties. I have read the statement and agree to keep all contents of the assessments confidential.

Assessment Technologies Institute®, LLC

11161 Overbrook Rd  
Leawood, KS 66211

Office: 800.667.7531  
Fax: 913.661.6245

E-mail: [sales@atitesting.com](mailto:sales@atitesting.com)

Website: [www.atitesting.com](http://www.atitesting.com)

Office Hours  
6am – 9pm Central,  
Monday – Friday

<b>Name of Person Completing Form</b>			
Rich Elings			
<b>CLIENT INFORMATION:</b>			
Contact Name			
Lauren Caruso			
Title			
Chair, Department of Nursing			
Date			
5/25/2021			
School Name			
Morton College			
Campus Building Name & Office Number			
Street Address			
3801 South Central Ave			
City	ST	Zip	
Cicero	IL	60804	
Phone			Ext.
Fax			
E-Mail Address			
<a href="mailto:lauren.caruso@morton.edu">lauren.caruso@morton.edu</a>			
Ship to Address (if different from above)			
Ship to City			
ST			
Zip			
Bill to Address (if different from above)			
Bill to City			
ST			
Zip			
Tax ID #			
PO Required?	Yes <input type="checkbox"/>	---> PO #	
<b>Go Green!</b> Receive Online Review Modules & Remediation. <input type="checkbox"/> Contact your sales rep for more details.			

Please enter Class information ►	Class Start Date:	8/15/2021	Class Grad Date:	5/15/2023
	Student Count:	64	Class Description:	0523

#### General Terms

**Intellectual Property:** All assessments, review modules, computer software programs, and other material provided through this Order Confirmation Form, including all updates, upgrades, and new versions thereto, are and remain the intellectual property of Assessment Technologies Institute, LLC ("ATI") or its licensors and are protected under the rights granted by copyright law. ATI's names, and the names of its products and services, or the names of its licensor's products and services, are trademarks and service marks belonging to ATI or its licensors. All rights are reserved by ATI and/or its licensors. No part of the products and services may be resold, copied, reproduced, recorded, distributed, or disclosed, in whole or in part, without written permission of ATI. Your right to use any products comprised of computer software programs will be web-based only and will not be installed on your servers. You are authorized to use those ATI products and services which are specified in this ATI Order Confirmation Form, for use by your enrolled students, administrators, preceptors, faculty and staff, subject to payment of the corresponding fee(s) due and payable to ATI. Except as noted herein, you will not grant access to any other person without ATI's written permission. Your access to and use of separate ATI products and/or services not specified in this ATI Order Confirmation Form will require a separate ATI Order Confirmation Form and the payment of additional fees to ATI. If Client misuses any ATI product, or fails to comply with ATI requirements regarding ATI exam administration and security, ATI reserves the right, through written notice, to terminate Client's use of ATI products and/or services.

**Payment:** You agree that, on or before seven (7) calendar days after the class start date (first day of classes) for each cohort accessing the ATI products specified in this ATI Order Confirmation Form, you will send to ATI, via an email, your estimated student enrollment count for each applicable cohort. If you are on a payment plan with ATI, you agree to provide your estimated student enrollment count at least seven (7) calendar days before each scheduled invoice date. ATI will invoice you based on each such estimated student enrollment count. If ATI does not receive your estimated student enrollment count via email as described herein, you agree that ATI reserves the right to invoice you based on ATI's reasonably estimated projection of your student enrollment count, as determined by your past enrollments (or, if you are a new client to ATI, based on estimates you have provided to ATI). In addition, within seven (7) calendar days after each add/drop period, you will send an email to ATI with your actual student enrollment count and ATI will adjust your next invoice to account for any necessary additional invoiced amounts due to ATI or credits due to you. If you fail to email ATI with your actual student enrollment count on or before seven (7) calendar days after an add/drop period, you agree that the estimated student enrollment count, as invoiced, will be considered your actual student enrollment count and no adjustment to your ATI account will be made. Shipment of any associated ATI materials ordered hereunder will occur within 3-5 business days after online access is provided. If you are only ordering products that will be shipped to you, ATI will invoice you for such products upon shipment. All ATI invoices are due and payable net 30 calendar days from the invoice date, however, based on your credit history, ATI reserves the right to require advance payment of any order. ATI also reserves the right to suspend or terminate online access and stop shipments in the event any payment is more than 30 calendar days overdue and will not be liable for any claims or expenses relation to such termination or suspension. Shipping and handling costs, as well as any tax owed by you, will be added to the purchase amount. If you are tax-exempt, please provide your tax exempt certificate prior to invoicing by ATI.

**ATI Remote Proctoring Services:** If Client is purchasing ATI Remote Proctoring Services under this Order Form, ATI proctored assessments administered by Client may be proctored with use of ATI Remote Proctoring Services described at <https://atitesting.com/remoteproctoring/terms/>. ATI Remote Proctoring Services are an additional measure of test security designed to enhance the overall integrity of the testing process for ATI's proctored exams and, accordingly, use of ATI Remote Proctoring Services does not relieve Client of its proctoring obligations or duty to ensure a secure test environment when administering ATI assessments. Client will pay to ATI a fee for such ATI Remote Proctoring Services under one of the following payment options, as indicated in this Order Form:

- Usage Based Fee for ATI Remote Proctoring Services: Client will pay ATI \$5.00 per Proctored Student Test using ATI Remote Proctoring Services. The term "Proctored Student Test" means a single test administration of an ATI assessment initiated for an individual Student with use of ATI Remote Proctoring Services, consisting of each booklet opened for each Student's attempt at such single ATI assessment. ATI shall issue an invoice to Client on or before the fifteenth (15th) day of each month for the ATI Remote Proctoring Services provided to Client in the immediately preceding month; or
- Per Student Fee for ATI Remote Proctoring Services: The total price per Student under a bundled purchase of ATI products pursuant to separate Order Form or agreement with ATI is hereby increased by an additional \$60.00 per Student for the delivery of ATI Remote Proctoring Services. ATI will invoice Client (or each Student for student pay arrangements, if applicable) for such additional \$60/Student fee in accordance with the payment schedule set forth in the applicable Order Form or agreement with ATI. Invoices are due and payable in accordance with the terms of Client's ATI Complete Partnership Agreement.
- Invoices are due and payable net thirty (30) days from the invoice date

**Miscellaneous:** This Order Confirmation Form is governed by the laws of the State of Kansas. Although disagreements rarely arise, any issues not resolved to your school's satisfaction will be resolved by arbitration under the laws of the State of Kansas. While every effort has been made to make ATI products and services error-free and as complete and accurate as possible, ATI assumes no liability for errors or omissions in ATI products and services, and provides the products and services, as-is without warranty. SIMILARLY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS PROMISED, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ATI PRODUCT OR SERVICE. ATI SHALL NOT BE LIABLE FOR UNAUTHORIZED USE OF ATI PRODUCTS OR SERVICES, OR ALTERATION, THEFT, OR DESTRUCTION OF YOUR DATA, FILES OR PROGRAMS. ATI DOES NOT ASSUME, AND HEREBY EXPRESSLY DISCLAIMS, ANY RESPONSIBILITY FOR, OR WARRANTY REGARDING, YOUR ABILITY TO SATISFY OR MEET ANY ACCREDITATION REQUIREMENTS. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MONITORING AND VERIFYING INPUT TO THE ATI PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION NURSING PROGRAM DATA) AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY FINANCIAL, CLINICAL OR MEDICAL INFORMATION OR OTHER OUTPUT PROVIDED BY ATI PRODUCTS AND SERVICES. To stay current and better address the needs of our customers, ATI reserves the right to change the content of our products and services at any time, without notice. THE LIABILITY OF ATI, ITS LICENSORS AND SUPPLIERS AND THEIR RESPECTIVE AFFILIATES, ACTUAL OR IMPLIED, IS LIMITED TO THE PURCHASE PRICE PAID BY YOU TO ATI FOR THE PRODUCTS AND SERVICES ORDERED IN THIS ORDER CONFIRMATION FORM. Other general information regarding your order of ATI products and services is at: <http://www.atitesting.com/ordering-information.aspx>. All subsequent orders with ATI will be governed by these General Terms, unless you sign a separate Order Confirmation Form for any such order(s).

**ATI Products and Services used for Program Administration:** Certain ATI products and services are provided for use by your nursing program administration and not by your students. In connection with such use, you agree to: (i) comply with all laws regarding posting of personally identifiable information and your program data in connection with use of ATI products and services; (ii) be responsible for maintaining access to ATI such products, which will include tracking log-in accounts and ensuring that adequate security precautions are in place to protect username and password information for such accounts; and (iii) assume full responsibility for all aspects of your nursing program's licensure, credentialing and accreditation; ATI assumes no responsibility for any aspect of the foregoing.

**Program Approval:** Client certifies that Client's programs have been approved by the required applicable state agency(ies) and entity(ies) with oversight over nursing education programs. ATI reserves the right to verify such approval. If, at any time, any of Client's nursing education programs should no longer be approved by said agency or entity, Client will promptly notify ATI of its change in status and, in such case, ATI reserves the right to terminate the applicable ATI Order Confirmation Form.

**Controlling Terms:** The terms in this Order Confirmation Form supersede and replace the terms in all prior Order Confirmation Forms and will govern existing and future cohorts using ATI products and services.

**Electronic Signature:** You agree that your electronic signature, below, is the legal equivalent and as valid as your handwritten signature on this ATI Order Confirmation Form. You confirm that you are authorized to sign this ATI Order Confirmation Form and that your electronic signature constitutes your agreement with the terms herein.

**Live Review:** If you are ordering ATI Live NCLEX Review services, your use of these services is subject to terms found at <https://atitesting.com/live-review-terms-and-conditions/>.

Accepted by:

Authorized Signature

Date

# RN - 2021 Order Confirmation



Student Count for Bundle ▶

64

Number of Payments ▶

4

Term Number ▶

1

2

3

4

5

6

Enter online availability and/or ship dates for each term ▶

8/15/21

12/18/21

8/15/22

12/18/22

Student Products			Quantity of items in the cell corresponds to which term the materials are to be delivered ↓						Online or Paper/Pencil Tests?
<b>Supreme Essentials</b>									
ATI Plan 2.0 - Getting Started with ATI	Included	Included							online only
NurseLogic	Included	Included							online only
Learning System	Included	Included							online only
Fundamentals of Nursing	Included	Included							
Adult Medical-Surgical	Included	Included							
Nursing Care of Children	Included	Included							
Maternal-Newborn	Included	Included							
Mental Health	Included	Included							
Community Health	Included	Included							
Pharmacology	Included	Included							
Leadership	Included	Included							
Nutrition for Nursing	Included	Included							
Comprehensive Predictor	Included	Included							
Custom Assessment Builder	Included	Included							
Focused Review	Included	Included							
Self Assessment Inventory	Included	Included							
Video Case Studies	Included	Included							online only
Critical Thinking Assessment (Entrance & Exit)	Included	Included							
ATI Pulse	Included	Included							online only
Skills Modules	Included	Included							online only
Quality Mentor	Included	Included							
Dosage Calculation RN Proctored Assessments Package	Included	Included							
Dosage Calculation/Pharmacology Made Easy Package	Included	Included	64						online only
Dosage & Calculations and Safe Medication Administration	Included	Included	64						online only
Pharmacology Made Easy	Included	Included	64						
BoardVitals	Included	Included	64						
Achieve	Included	Included	64						online only
<b>NCLEX Reviews</b>									
Customized Live NCLEX-RN Review	Not included	N/A							
Comprehensive Live NCLEX-RN Review (3 day)	Not included	N/A							
Virtual-ATI NCLEX-RN Review	Included	Included							
Live NCLEX-RN Camp Review & Virtual-ATI NCLEX-RN	Not included	N/A							
Live NCLEX-RN Cust Review & Virtual-ATI NCLEX-RN	Not included	N/A							
No NCLEX Review	Not included	N/A							
ATI Capstone Content RN Review (when purchased with an NCLEX review)	\$425	N/A							
ATI Capstone Content RN Review	\$500	N/A							
Real Life RN Medical Surgical	\$190	N/A							online only
Real Life RN Maternal Newborn	\$130	N/A							online only
Real Life RN Nursing Care of Children	\$130	N/A							online only
Real Life RN Mental Health	\$130	N/A							online only
Real Life RN Select 9	\$270	N/A							online only
Real Life RN Package	\$550	N/A							online only
Nurse's Touch Package	\$355	N/A							online only
CHW Tutor RN User License	\$130	N/A							online only
Health Assess	\$185	N/A							online only
ATI Program Manager: Accreditation Module (2-Year License Term)	\$199	N/A							online only
Jones & Bartlett Nurse's Drug Handbook	\$49	N/A							online only
Sigma Theta Tau - Nurse Manager Certificate	\$195	N/A							online only
Learning Strategies Book	\$26	N/A							
Active Stack	\$25	N/A							online only
ATI Package	\$63	N/A							
ATI Live Proctoring (Eximity)	Needs Approval	N/A							
ATI Remote Proctoring Usage (Assessment)	\$5	N/A							online only
ATI Remote Proctoring Add-On (Bundle)	\$60	N/A							online only
<b>Institutional Products</b>									
ATI Academy	\$150	N/A							
Test Taking Strategies Session (limit 100 students)	\$3,300	N/A							
Educating Nurses - Annual Renewal	\$2,000	N/A							
Educating Nurses - New Subscription	\$2,500	N/A							
Educator Consultant (3 day)	\$0	N/A							

Notes:

Price per Student\*\* -- includes shipping and handling

Total Payment Amount	Payment Number			
	1	2	3	4
\$1,376.00	\$366.50	\$336.50	\$336.50	\$336.50

\*\* If additional product count differs from class size, price per student will be inaccurate.

Total Semester Amount	\$23,456.00	\$21,536.00	\$21,536.00	\$21,536.00
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TOTAL ORDER AMOUNT	\$88,064.00
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**PROPOSED ACTION:**

THAT THE BOARD APPROVE \$25,644.15 FOR THE SUBSCRIPTION OF EXAMSOFT FOR TESTING FOR THE HEALTHSCIENCE DEPARTMENT.

**RATIONALE:** This subscription is what we've utilize to monitor our students and receive data for Nursing, PTA, CNA, and LPN students for testing.

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

**COST ANALYSIS:**

\$25,644.15

**ATTACHMENT:**



Contract  
Invoice-INV-002683.



Contract  
Invoice-INV-002684.



# INVOICE

ExamSoft Worldwide LLC  
5001 LBJ Freeway  
Suite 700  
Dallas, TX 75244  
VAT # 224773894

INVOICE #: INV-002684  
DATE: 07/23/2021  
INVOICE PERIOD: 08/15/2021 - 08/14/2022

BILL TO: Morton College Nursing Program  
3801 S CENTRAL AVE  
CICERO, IL 60804-4300

CUSTOMER PO	PAYMENT TERMS	DUE DATE
		08/22/2021

DESCRIPTION	QTY	RATE	AMOUNT
ExamSoft Essential Solution The Essential Solution includes the following products: Portal access for exam authoring/delivery, scoring & reporting, Exemplify (Windows + Mac & iPad usage), faculty and exam taker support, integration set up and maintenance, SAML set up and maintenance - 08/15/2021 - 08/14/2022	270	\$81.41	\$21,980.70
SUBTOTAL			\$21,980.70
Sales Tax			\$0.00
TOTAL			\$21,980.70
CREDIT/PAYMENT APPLIED			\$0.00
BALANCE DUE			\$21,980.70

Wire Transfer Instruction via FEDWIRE:

SIL VLY BK SJ  
3003 Tasman Drive, Santa Clara, CA 95054  
Routine & Transit # 121140399

Account # 3302262215



# INVOICE

ExamSoft Worldwide LLC  
5001 LBJ Freeway  
Suite 700  
Dallas, TX 75244  
VAT # 224773894

INVOICE #: INV-002683  
DATE: 07/23/2021  
INVOICE PERIOD: 08/15/2021 - 08/14/2022

**BILL TO:** Morton College Physical Therapy Assistant Program  
ATTN: NANCY JEFFRIES  
3801 S CENTRAL AVE  
CICERO, IL 60804-4300

CUSTOMER PO	PAYMENT TERMS	DUE DATE
		08/22/2021

DESCRIPTION	QTY	RATE	AMOUNT
ExamSoft Essential Solution The Essential Solution includes the following products: Portal access for exam authoring/delivery, scoring & reporting, Exemplify (Windows + Mac & iPad usage), faculty and exam taker support, integration set up and maintenance, SAML set up and maintenance - 08/15/2021 - 08/14/2022	45	\$81.41	\$3,663.45
SUBTOTAL			\$3,663.45
Sales Tax			\$0.00
TOTAL			\$3,663.45
CREDIT/PAYMENT APPLIED			\$0.00
BALANCE DUE			\$3,663.45

Wire Transfer Instruction via FEDWIRE:

SIL VLY BK SJ  
3003 Tasman Drive, Santa Clara, CA 95054  
Routine & Transit # 121140399

Account # 3302262215

**PROPOSED ACTION:** That the Board approve the independent contract agreement between DD's Operations LLC and Morton College, Facilities/Maintenance, \$35/hours, effective from July 1, 2021 to June 30, 2022, as submitted.

**RATIONALE:** Renew the contract

**COST ANALYSIS:** \$35/hour, not to exceed 25 hours per week

**ATTACHMENT:** INDEPENDENT CONTRACT AGREEMENT

**MORTON COLLEGE INDEPENDENT CONSULTANT AGREEMENT  
FOR (Place Department name and position here)**

This Agreement outlines the arrangement between DD's Operations LLC an Independent Consultant, heretofore referred to as IC, and Morton College, heretofore referred to as CLIENT. IC and CLIENT are the only parties to this Agreement.

The CLIENT's principal place of business is located at 3801 S. Central Ave, Cicero, Illinois 60804.

The IC's principal place of business is located at 3801 S. Central Ave, Cicero, IL 60848.

CLIENT desires to engage IC to perform consulting services. In consideration of the foregoing representations, CLIENT and IC have agreed upon the term and conditions as stated in this Agreement as follows:

**1. TERM OF THE AGREEMENT**

The term of this shall commence on the 1<sup>st</sup> day of July 2021 and end on the 31st day of June 30, 2022, unless terminated earlier upon seven (7) days written notice by CLIENT. All provisions of this Agreement shall apply to all services and all periods of time in which IC renders services for or , on behalf of CLIENT, regardless of the date on which the Agreement is actually executed. This contract will auto renew upon its expiration date unless terminated by either side prior to that date.

**2. INDEPENDENT CONTRACTOR STATUS**

The express intention of the parties is that IC is an independent contractor and not an employee, agent, or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between IC and CLIENT or any employee or agent of IC. Both parties acknowledge the IC is not an employee for state or federal tax purposes.

IC declares that IC is self-employed and engaged in the independent business of instructing.

**3. LICENSING REQUIREMENTS**

IC declares that IC has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

**4. TAX RESPONSIBILITIES**

IC must submit to CLIENT an Internal Revenue Service ("IRS") W-9 form and will receive from CLIENT a 1099-MISC IRS form for tax reporting purposes.

IC declares that IC has complied with all necessary federal, state, and local self-employment tax requirements and that IC shall file all of the necessary tax returns and pay all of the necessary self-employment taxes. CLIENT shall not assist with any federal or state income tax withholdings or make any tax contributions on behalf of IC.

**5. INSURANCE**

IC declares that IC has obtained professional liability insurance for IC and that IC shall make all applicable premium payments, deductibles, and renewal payments for such insurance policies of IC. IC agrees to hold harmless and indemnify CLIENT for any and all claims arising out of any injury, disability, or death of IC. IC understands that CLIENT shall not obtain or pay for any insurance on behalf of IC.

**6. PERFORMANCE OF SERVICES**

The parties agree that IC will perform the consulting services for Morton College's Facilities/Maintenance Department. IC reserves the sole right to control or direct the manner in which services are to be performed. IC shall retain the right to perform similar services for other entities during the term of this Agreement. IC reserves the right to refuse to perform services outside the scope of this Agreement. Subject to the foregoing, CLIENT reserves the right to inspect, stop work, prescribe alterations, and generally to supervise the work to ensure its conformity with that specified in this Agreement.

## **7. TIME AND LOCATION OF WORK**

IC shall perform the services required by this Agreement at the Morton College campus 3801 S. Central Avenue; as needed.

## **8. TERMS OF PAYMENT**

In consideration for the services to be performed by IC, IC shall be paid a total fee of \$35 per hour (not to exceed 25 hours per week unless with prior authorization) for the entire natural term of this Agreement. Said fee shall be payable in semi-monthly pay checks.

## **9. PAYROLL AND EMPLOYMENT TAXES**

No payroll or employment taxes of any kind shall be withheld or paid by CLIENT on behalf of IC, including without limitation, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, workers' compensation, and state unemployment tax. CLIENT's understanding is that IC is taking care of all of these items.

## **10. EXPENSES**

IC shall be responsible for all costs and expenses incidental to the performance of services for CLIENT, including without limitation, all costs of supplies, fees, fines, licenses, or taxes required of or imposed against IC and all other of IC's costs of doing business. CLIENT shall not be responsible for expenses incurred by IC in performing services for CLIENT.

## **11. INDEMNIFICATION**

To the extent permitted by law, IC will indemnify, protect, defend and hold the College, its trustees, individually and collectively and its affiliates, officers, agents and employees (the "Indemnified Parties") free and harmless for any and all liabilities, claims, demands, actions, costs, suits or matters arising out of or related to the performance of the work under this Agreement, whether based upon or claimed to be based upon statutory, contractual, tort or other liability of any indemnity hereunder, provided that no party shall be indemnified for claims arising from such party's own negligence. The provisions of this Article shall not be construed to require IC to indemnify any party for or against such party's own negligence. The obligations of IC pursuant to this Article are not to be construed to negate or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Article. IC's obligation to indemnify the CLIENT shall survive the termination of this Agreement.

## **12. CONFIDENTIALITY**

So long as this Agreement remains in effect, IC may have access to and become acquainted with various trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of the CLIENT, which are owned by the CLIENT and which are regularly used in the operation of the CLIENT's business. IC acknowledges such information is secret and confidential (except as prohibited by law) and that the CLIENT disclosed the same to IC so it could undertake the work per this Agreement. IC shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with Agreement or otherwise as required by law. The CLIENT acknowledges that IC may develop for itself or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing the work per this Agreement and any additional services it provides to the CLIENT, and nothing contained herein precludes IC from developing or disclosing such materials and information provided that the same do not contain or reflect confidential information belonging to the CLIENT.

All files, records, documents, drawings, specifications, equipment and similar items relating to business at the CLIENT, whether prepared by IC or those acting on behalf of IC, shall remain the property of the CLIENT.

At any time upon the CLIENT's request and/or upon termination of the Agreement, IC shall immediately deliver to the CLIENT all personal property owned by, belonging to or concerning any part of the CLIENT's activities or concerning any part of IC's activities relating to the Project (collectively, the "Property"). The Property is acknowledged by IC to be the CLIENT's property, which is only entrusted to IC on a temporary basis in its capacity as a provider of services to the CLIENT.



### 13. SUBSIDIARY OR AFFILIATE OF CONTRACTOR

By signing this contract, IC agrees that the work shall be in the name of IC. IC may not enter into a contract with the CLIENT in the name of any affiliate, subsidiary, parent, brother or sister company or related entity of IC. IC may not subcontract the work of the agreement. Subcontracting will be deemed to be in substantial compliance with the contract and will be deemed to be non-responsive to the CLIENT's contractual terms.

IC has no authority to contract with third parties. IC may recommend vendors to the President. In the event the CLIENT secures a vendor to provide professional service to the CLIENT and such costs are directly or indirectly passed on to the CLIENT for payment, the party providing the primary professional service shall not 'mark-up' the costs to the CLIENT and that the CLIENT shall only be responsible for any actual costs incurred and paid for by the contractor providing professional services directly to the CLIENT.

IC must disclose all financial gains resulting from vendor contracts, or for service procured by third party vendors.

### 14. NOTICES

All notices and demands required hereunder shall be deemed given 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 a reputable overnight delivery carrier; or (c) three (3) business days after the sender posts with the United States Post Office via registered or certified mail (return receipt requested) with postage prepaid and properly addressed as follows or to such other addresses either party may specify in writing.

If to the CLIENT:	Morton College 3801 South Central Ave. Cicero, IL 60804 Attn.: Office of the President Tele. 708-656-8000 Fax 708-656- 3 186 Email <a href="mailto:stan.fields@morton.edu">stan.fields@morton.edu</a>
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If to IC	DD's Operations LLC
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### 15. MISCELLANEOUS

#### A. 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. The parties acknowledge that they have had an opportunity to negotiate, review and revise this Agreement and have it reviewed by legal counsel, if desired. Further, the parties acknowledge that they have been given reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate. 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.

#### B. 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.

#### C. Facsimile Transmission

A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature

#### D. Non Assignment

This Agreement is personal in character and neither the CLIENT nor IC shall assign its respective 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.

#### **16. TERMINATION**

The natural term of this Agreement is from the 1<sup>st</sup> day of July 2021 to the 31<sup>st</sup> day of June 30, 2022. However, CLIENT may terminate this Agreement earlier with or without cause upon **seven (7) days' written notice to IC**.

#### **17. PARTIAL INVALIDITY**

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions shall remain in full force and effect without impairment or invalidation.

#### **18. MODIFICATION IN WRITING**

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

#### **19. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

Executed on the date and year first above written, by:

---

Independent Consultant Signature

Print

Date

---

Client Signature

Print

Date

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE AGREEMENT FOR THE UPGRADE OF THE COLLEGE ONLINE APPLICATION, IN THE AMOUNT OF \$26,329.00.

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

**Ellucian agreement for:**

- Replace current student application

Goals: To offer a more modern and up to date college application for students.

**ATTACHMENTS:** Ellucian contract

**COST ANALYSIS:** \$26,329.00 – The cost will be cover with HEERF funds



## Ellucian Company L.P

2003 Edmund Halley Drive, Suite 500, Reston, VA 20191 USA

### Client Details

Account Name	Morton College	Account Number	M53
Created Date	7/12/2021	Close Date	8/27/2021
Quote Number	00108815	Opportunity Number	231739

### Professional Services Order Form

This Order Form amends the most recent underlying agreement between the parties related to providing professional services, as previously amended ("Agreement"). Ellucian agrees to provide to Client the Professional Services identified in the table below for the fees set forth in the table and on the terms and conditions set forth in the Agreement as modified by this Order Form. Pricing stated in this Order Form is in United States currency (USD). In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. The "Quote Total" identified herein is a good faith estimate based on the information available to Ellucian at the time of execution of the Order Form. The total amount that Client will pay for these services will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered. Hourly rates specified in this table will be held in place for this project for a period of eighteen (18) months beginning on the Execution Date. Rates for fixed fee services are valid for one year from the Execution Date; Client must schedule delivery of fixed fee services within one year of the Execution Date hereof. Requests for any Professional Services beyond the eighteen (18) month period will need to be negotiated under separate order form and signed by both parties. In the event that the parties have agreed upon a statement of work detailing the scope of services to be performed relative to the Professional Services purchased under this Order Form, the statement of work may be downloaded using the following URL:

Product	Quantity	Net Unit Price	Total Sales Price
Colleague Custom Programming	90.00	USD 233.00	USD 20,970.00
Project Management	23.00	USD 233.00	USD 5,359.00

### Total Fee

Quote Total USD 26,329.00

Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time as applicable.

**Payment Terms:** Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s).

**Invoicing:** As applicable, Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears and will invoice Client on the Execution Date for fixed fee services. If Ellucian's performance of the Professional Services identified in this Order Form involve onsite delivery, then unless the service rate(s) identified in the table above indicate that travel and living expenses are included, Ellucian will separately invoice Client for reimbursable travel and living expenses and other applicable charges, in accordance with the terms of the Agreement, monthly, on a as-incurred basis, in arrears.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. The Agreement, as amended by this non-cancelable Order Form, remains unchanged and in full force and effect. In executing this Agreement, Client has not relied on the availability of either any future version of any software or any future software product or service.

**Ellucian**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Client**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

The last date of signature is the “Execution Date” of this Order Form.  
Client’s Billing Contact Information appears below.

**Client Billing Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

Email Address: \_\_\_\_\_

PO# (if applicable): \_\_\_\_\_

### **PROPOSED ACTION:**

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE DISTRICT 527 AND ADVOCATE HEALTH AND HOSPITALS CORPORATION, ADVOCATE NORTH SIDE HEALTH NETWORK, ADVOCATE CONDELL MEDICAL CENTER, ADVOCATE SHERMAN HOSPITAL, DREYER CLINIC, INC., EHS HOME HEALTH CARE SERVICE, INC., AND MERIDIAN HOSPICE.

### **RATIONALE:**

CAPTE and the State of Illinois require all PTA students to complete a certain amount of clinical education hours in order to graduate and obtain licensure. The more clinical affiliates that we have the more opportunity we have for our students to fulfill these requirements.

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

### **COST ANALYSIS:**

\$0.00

### **ATTACHMENT:**

Affiliation Agreement  
Resolution

**RESOLUTION ADOPTING  
MASTER AFFILIATION AGREEMENT  
BETWEEN  
MORTON COMMUNITY COLLEGE DISTRICT 527  
AND  
ADVOCATE HEALTH AND HOSPITALS CORPORATION  
ADVOCATE NORTH SIDE HEALTH NETWORK  
ADVOCATE CONDELL MEDICAL CENTER  
ADVOCATE SHERMAN HOSPITAL  
DREYER CLINIC, INC.  
EHS HOME HEALTH CARE SERVICE, INC.  
MERIDIAN HOSPICE**

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

**WHEREAS**, Section 10 of Article VII of the Constitution of the State of Illinois provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*, as supplemented and amended) authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

**WHEREAS**, Advocate Health and Hospitals Corporation, Advocate North Side Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, Dreyer Clinic, Inc., EHS Home Health Care Service, Inc. and Meridian Hospice, all Illinois not-for-profit corporations (collectively the “Facility”) may be units of local government and public agencies of the State of Illinois; and

**WHEREAS**, the educational program at Morton for Physical Therapist Assistant (“Program”) has a clinical component; and

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

**WHEREAS**, Morton desires to enter into a cooperative educational agreement with the Facility to allow its students in the Program to do required clinical work (*i.e.* internship/s) with the Facility, and said Affiliation Agreement is attached hereto as Exhibit A and hereinafter referred to as the “Agreement”; and

**WHEREAS**, the Facility desires to enter into the Agreement with Morton to allow Morton students to do clinical work with the Facility; and



**WHEREAS**, based on the foregoing, the Board of Trustees of the Community College District No. 527 (the “Board”) has determined that it is in the best interest of Morton to enter into this Agreement with the Agency to allow the students to do the required clinical work with the Agency.

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

1. The form, terms and provisions of this Agreement 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 any and all such 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 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 on substantially the same terms upon the expiration of the Agreement, or terminate the Agreement, whichever is in the best interest of Morton.

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

Passed by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a Regular Meeting of the Board of Trustees held this \_\_\_\_ day of \_\_\_\_, 2021

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

Attest:

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

**MASTER AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE  
AND  
ADVOCATE HEALTH AND HOSPITALS CORPORATION  
ADVOCATE NORTH SIDE HEALTH NETWORK  
ADVOCATE CONDELL MEDICAL CENTER  
ADVOCATE SHERMAN HOSPITAL  
DREYER CLINIC, INC.  
EHS HOME HEALTH CARE SERVICE, INC.  
MERIDIAN HOSPICE**

This Master Affiliation Agreement (the “**Agreement**”) is entered into on September 1, 2021 (“Effective Date”), by and between **Advocate Health and Hospitals Corporation, Advocate North Side Health Network, Advocate Condell Medical Center, Advocate Sherman Hospital, Dreyer Clinic, Inc., EHS Home Health Care Service, Inc., and Meridian Hospice** (collectively, “**Advocate**” or “**Facility**”) and **Morton College** (the “**School**”). (For convenience, Advocate and the School are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

**WHEREAS**, the School desires to utilize various Advocate sites, set forth in Exhibit A that may be available for the purpose of providing practical learning and clinical experiences for programs as set forth in this Agreement, in connection with students of the School.

**WHEREAS**, Advocate desires to enter into this cooperative educational agreement with the School for the purpose of providing learning and clinical experiences for programs set forth in Exhibit B-1 in connection with students of the School.

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

This Agreement is entered into to enable School to apply for clinical placements for School’s students at Advocate sites. This Agreement does not guaranty that any specific Advocate site will accept School’s students for requested placement(s) or that experiences for all programs will be available at all sites.

**I. SCHOOL RESPONSIBILITIES:**

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

**B. Insurance.**

1. Student professional and general liability insurance.
  - (a) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(b) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(i) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(ii) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

2. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

3. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

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

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

**D. Evidence of student certifications, vaccinations, etc.** As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

**E. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

**F. School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

1. Follow the administrative policies, standards, and practices of the Facility.
2. Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
3. Provide his/her own transportation and living arrangements.
4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
5. Conform to the standards and practices established by the School while functioning at the Facility.
6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

**G. Accreditation.** As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

**H. Clinical Program.** On an annual basis, in advance, School will provide Advocate with a Program Memorandum detailing the proposed clinical education program in which School desires to participate, prior to the students starting their clinical education program. The Program Memorandum will be in substantially the same form as found in Exhibit B-1 attached hereto, as such form is amended by Advocate from time to time. Any modifications to the Program Memorandum are subject to the prior review and written approval of Advocate. Once approved, the Program Memorandum as revised will be incorporated herein; provided that in the event of a conflict between any Program Memorandum and the Agreement, the terms of the Agreement shall control.

The Program Memorandum will set forth: (i) that the number of students to be placed in the Advocate Facilities will be mutually agreed upon by the Parties; (ii) that a schedule for the clinical education program at each Advocate Facility will be provided prior to the beginning of the placement; (iii) that the program content will be provided to designated Advocate Facility personnel prior to the beginning of the placement; and (iv) the rights of Advocate Facilities to review the program content. School shall also provide, before any placement occurs, a list of the participating students by name and level assigned to each Advocate Facility, and a list of any School personnel to be placed as supervisors and/or instructors at each Advocate Facility. School shall be responsible to update such listings promptly following any changes therein.

## **II. FACILITY RESPONSIBILITIES:**

**A. Provision of facilities for supervised clinical experiences.** Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.

**B. Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

**C. Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

**D. Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

**E. Designation of liaison to School; communications relating to practical learning and clinical educational experiences.** The Facility shall designate a liaison responsible for

coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.

**F. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

**G. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

**H. Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

**I. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

### **III. OTHER RESPONSIBILITIES:**

**A. Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

**B. Determination of instructional period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

**C. Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical

educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

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

**E. Removal of students.**

1. The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

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

**IV. TERM OF AGREEMENT:**

This Agreement is effective as of the Effective Date and shall remain in effect for one (1) year unless terminated earlier pursuant to this Agreement. The Agreement shall automatically renew for successive one (1) year terms until terminated pursuant to this Agreement. (The initial and renewal terms are together referred to as the "Term"). Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days prior written notice to the other Party. In the event that this Agreement is terminated, at Advocate's discretion, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

**V. ADDITIONAL TERMS:**

**A. Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

**B. Qualifications of School faculty.** The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

**C. Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.

**D. Excluded Providers.** Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

**E. Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

**F. Non-Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

**G. Employment status.** No student, School employee or agent of School under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student, School employee or agent be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

**H. Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the Party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either Party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to Advocate: Advocate Aurora Health  
1775 Dempster Street, Office W866, Mailbox #10  
Park Ridge, Illinois 60068  
Attention: Marci Jezierski, PT, MPT  
Program Coordinator, Inpatient Acute Care Therapies  
[marcianne.jezierski@aah.org](mailto:marcianne.jezierski@aah.org)

With a Copy to: Advocate Aurora Health  
3075 Highland Parkway  
Suite 600  
Downers Grove, Illinois 60515  
Attention: Chief Legal Officer



If to School: Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804  
Attention: Jennifer Reft  
[Jennifer.reft@morton.edu](mailto:Jennifer.reft@morton.edu)

With a Copy to: DelGaldo Law Group, LLC  
1441 South Harlem Avenue  
Berwyn, Illinois 60402  
(P) 708-222-7000  
(F) 708-222-7001

Any Party may change the address for notice by notifying the other Party, in writing, of the new address.

**I. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

**J. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**K. No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**L. Agreement binding on Parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

**M. Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

**N. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

**ADVOCATE HEALTH AND HOSPITALS  
CORPORATION, ADVOCATE NORTH  
SIDE HEALTH NETWORK, ADVOCATE  
CONDELL MEDICAL CENTER,  
ADVOCATE SHERMAN HOSPITAL,  
DREYER CLINIC, INC, EHS HOME  
HEALTH CARE SERVICE, INC,  
MERIDIAN HOSPICE**

**MORTON COLLEGE**

By: Jeffrey K. Bahr, MD  
Jeffrey K. Bahr, M.D.  
Chief Aurora Medical Group Officer

By: \_\_\_\_\_  
Dr. Stanley Fields  
President

Date: 7/23/2021

Date: \_\_\_\_\_



**EXHIBIT A**

**NAME/LOCATION OF FACILITY SITES**

**ADVOCATE CHRIST MEDICAL CENTER**

**ADVOCATE CHILDREN'S HOSPITAL**

4440 West 95th Street  
Oak Lawn, Illinois 60453

**ADVOCATE CONDELL MEDICAL CENTER**

801 South Milwaukee Avenue  
Libertyville, Illinois 60048

**ADVOCATE GOOD SAMARITAN HOSPITAL**

3815 Highland Avenue  
Downers Grove, Illinois 60515

**ADVOCATE GOOD SHEPHERD HOSPITAL**

450 West Highway 22  
Barrington, Illinois 60010

**ADVOCATE HOME HEALTH SERVICES LOCATIONS**

(as mutually agreed upon)

**ADVOCATE HOSPICE LOCATIONS**

(as mutually agreed upon)

**ADVOCATE ILLINOIS MASONIC MEDICAL CENTER**

836 West Wellington Avenue  
Chicago, Illinois 60657

**ADVOCATE LUTHERAN GENERAL HOSPITAL**

**ADVOCATE CHILDREN'S HOSPITAL**

1775 Dempster Street  
Park Ridge, Illinois 60068

**ADVOCATE MEDICAL GROUP LOCATIONS**

(as mutually agreed upon)

**ADVOCATE SHERMAN HOSPITAL**

1425 North Randall Road  
Elgin, Illinois 60123

**ADVOCATE SOUTH SUBURBAN HOSPITAL**

17800 South Kedzie Avenue  
Hazel Crest, Illinois 60429

**ADVOCATE SUPPORT CENTER LOCATIONS**

(as mutually agreed upon)

**ADVOCATE TRINITY HOSPITAL**

2320 East 93rd Street  
Chicago, Illinois 60617

**DREYER CLINIC, INC. LOCATIONS**

(as mutually agreed upon)

**EXHIBIT B-1**

**PROGRAM MEMORANDUM**

1. School or Department Health Care Program: Morton College Physical Therapy Assistant Program
2. School Program Contact (Name, Phone, Email): Jennifer Reft, PT, DPT, MS, DCE.  
(708) 656-8000 x2291. [Jennifer.Reft@morton.edu](mailto:Jennifer.Reft@morton.edu)
3. Advocate Program Contact (Name, Phone, Email): Marcianne Jezierski, PT, MPT  
(847) 723-7614. [marcianne.jezierski@aah.org](mailto:marcianne.jezierski@aah.org)
4. Number of Students. The number of students accepted will be mutually agreed upon by the Advocate Facilities (as defined in the Agreement between the Parties) and School prior to the beginning of each semester/placement.
5. Requirements for Students. All students must complete pre-clinical documentation and comply with Advocate Facility requirements as defined by Advocate Aurora Health.
6. Schedule of Student Clinical Days and Times. The schedule for the clinical education program at each Advocate Facility will be provided by School to Advocate **prior to the beginning of the semester/placement**. Such schedule shall include (a) a list of the participating students assigned to a particular Advocate Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Advocate Facility. The supervisor or instructor shall be available by phone during clinical hours. Please see sample schedule attached as Exhibit 1 to this Program Memorandum.
7. Clinical Education Program Content. The clinical education program content (including required experiences or competencies) will be provided to designated Advocate Facility personnel prior to the beginning of the semester/placement as needed. Advocate Facility personnel have the right to review the clinical education content.
8. Amendment. This Program Memorandum may be amended by mutual agreement of the Parties at such time new provisions or conditions exist.

The Parties acknowledge and agree to this Program Memorandum as of the date set forth below.

**Advocate**

**School**

By *Jeffrey K. Bahr, MD*  
Jeffrey K. Bahr, M.D.  
Chief Aurora Medical Group Officer  
7/23/2021  
Date \_\_\_\_\_

By \_\_\_\_\_  
Dr. Stanley Fields  
President, Morton College  
Date \_\_\_\_\_



**EXHIBIT 1**  
**(to Program Memorandum)**

**Schedule**

<b><u>Student Name</u></b>	<b><u>Program</u></b>	<b><u>Placement Date</u></b>	<b><u>Advocate Facility</u></b>	<b><u>School Personnel</u></b>

**PROPOSED ACTION:**

**THAT THE BOARD APPROVE A RESOLUTION APROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE DISTRICT 527 AND TEAM REHABILITATION.**

**RATIONALE:**

CAPTE and the State of Illinois require all PTA students to complete a certain amount of clinical education hours in order to graduate and obtain licensure. The more clinical affiliates that we have the more opportunity we have for our students to fulfill these requirements.

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

**COST ANALYSIS:**

\$ 0.00

**ATTACHMENT:**

Resolution  
Affiliation Agreement

**A RESOLUTION APPROVING AND ADOPTING  
AN AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE  
AND  
TEAM REHABILITATION**

**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 (110 ILCS 805/1-1 et seq.) (the “Act”), as supplemented and amended; and

**WHEREAS**, Morton’s Physical Therapy Assistant Program (“Program”) has a clinical component; and

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

**WHEREAS**, Team Rehabilitation (“TR”) is a network of therapist-owned outpatient physical therapy clinics in Michigan, Illinois, Indiana, Wisconsin and Georgia that is able to provide students a clinical setting to satisfy the clinical component of the Program; and

**WHEREAS**, Morton desires to enter into the affiliation agreement with TR to provide Morton students a clinical setting to satisfy the clinical component of the Program (and said Agreement is attached hereto as Exhibit A and is hereinafter referred to as the “Agreement”); and

**WHEREAS**, TR desires to enter into the Agreement with Morton to provide students with a clinical setting so they can satisfy the clinical component of the Program; and

**WHEREAS**, based on the foregoing, the Board of Trustees of Community College District No. 527 (“Board”) has determined that it is in the best interests of Morton to enter into

the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Community College District No. 527 that:

**Section 1. Incorporation of Preambles.**

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

**Section 2. Purpose.**

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

**Section 3. Authorization.**

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

**Section 4. Headings.**

The headings of the articles, sections, paragraphs, and sub-paragraphs of this Resolution



are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 5. Severability.**

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

**Section 6. Superseder.**

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

**Section 7. Effective Date.**

This Resolution shall be effective and in full force August \_\_\_, 2021.

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this \_\_\_\_ day of August 2021.

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

Attest:

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

**EXHIBIT A**

# **Standard Clinical Affiliation Agreement**

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

# AFFILIATION AGREEMENT

## BETWEEN MORTON COLLEGE AND Team Rehabilitation

**THIS AGREEMENT** (the "Agreement") is entered into this \_\_\_1st day of \_\_\_September\_\_\_ by and between \_\_\_Team Rehabilitation and all Affiliates\_\_\_  
("the Facility") and Morton Community College District No. 527 ("the School").

**WHEREAS**, the School desires to utilize the various Facility sites listed in the attached Exhibit A that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (see attached Exhibit B for a list of programs and attached Exhibit C for program-specific requirements) for students of the School; and

**WHEREAS**, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

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

### **A. SCHOOL RESPONSIBILITIES:**

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and

a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

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

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

## **B. FACILITY RESPONSIBILITIES:**

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

#### **C. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the parties, abide by the conditions and requirements stated in the attached Exhibit D through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
  - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
  - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

#### **D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on \_\_\_\_\_Sept. 1, 2021\_\_\_\_\_and terminate on \_\_\_\_\_August 31, 2024\_\_\_\_\_. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

#### **E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in the attached Exhibit C to this agreement.
3. **Indemnification.** Each party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents or contractors or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive the termination, expiration or cancellation of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, promotion of students or personnel engaged in the performance of this Agreement, or any other protected category.



10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

33900 Harper Ave., Suite 104  
Clinton Twp, MI 48035  
Attention: Robin Wilenius  
Fax: (248) 381-8889

With a Copy to:

NA

If to the School:

Office of the President  
Morton College  
3801 S. Central Avenue  
Cicero, IL 60804-4398  
Facsimile: (708) 656-0719

and to:

Morton College PTA Program  
3801 S. Central Avenue  
Cicero, IL 60804-4398  
Attention: Dr. Alison Gehrke, PT, DPT  
Program Director  
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:  
Del Galdo Law Group, LLC  
1441 S. Harlem Avenue  
Berwyn, IL 60402  
Telephone: 708-656-7000  
Facsimile: 708-656-7001

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

**Team Rehabilitation and All Affiliates**

**MORTON COLLEGE:**

Printed Name: Robin Wilenius PT, DPT, OMPT

Printed Name: \_\_\_\_\_

Title: SCCCE for Team Rehab

Title: \_\_\_\_\_

Date: August 11, 2021

Date: \_\_\_\_\_

Physical Therapist Assistant Program:

Printed Name: Alison Gehrke, PT, DPT

Title: Program Director

Date: \_\_\_\_\_

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Valid for all clinics in all five states

## **EXHIBIT B**

### **LIST OF PROGRAMS:**

Physical Therapist Assistant Program

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Team Rehabilitation

School: Morton College

Program: Physical Therapy Assistant

Facility requires:	Yes	No
Please check box to indicate requirements		
1. Proof of student professional and general liability insurance (paragraph A.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)		
a. Current CPR health care provider card	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Hepatitis vaccination	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood born pathogens and TB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Other: <u>Rubella, Rubeola, Mumps, Varicella (with proof of immunization or titer), and negative annual TB skin test</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check ___As per state guidelines_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening_____	<input type="checkbox"/>	<input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required -	<input type="checkbox"/>	<input type="checkbox"/>
_____		
9. Other_____	<input type="checkbox"/>	<input type="checkbox"/>

### School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Other_____	<input type="checkbox"/>	<input type="checkbox"/>

## EXHIBIT D

### Confidentiality of Protected Health Information

#### 1. Definitions

The following definitions apply only to this Exhibit.

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

#### 2. Obligations of Business Associate

- a. The Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- b. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Agreement.
- d. The Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to *45 CFR §164.526* at the request of the Facility or an Individual, and in the mutually agreed time and manner.
  - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
  - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
  - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
- a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with *45 CFR §164.520*, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
  - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
  - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with *45 CFR §164.522*, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility.** The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination**
- a. **Term.** The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

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



**PROPOSED ACTION:**

**THAT THE BOARD APPROVE A RENEWED RESOLUTION APROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE DISTRICT 527 AND SYMBRIA REHAB, INC.**

**RATIONALE:**

CAPTE and the State of Illinois require all PTA students to complete a certain amount of clinical education hours in order to graduate and obtain licensure. The more clinical affiliates that we have the more opportunity we have for our students to fulfill these requirements.

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

**COST ANALYSIS:**

\$ 0.00

**ATTACHMENT:**

Resolution  
Affiliation Agreement

**A RESOLUTION APPROVING AND ADOPTING  
AN AFFILIATION AGREEMENT  
BETWEEN  
MORTON COMMUNITY COLLEGE DISTRICT 527  
AND  
SYMBRIA REHAB, INC.**

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

**WHEREAS**, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (110 ILCS 805/1-1 et seq.) (the “Act”), as supplemented and amended; and

**WHEREAS**, Section 10 of Article VI of the Constitution of the State of Illinois provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency in the State of Illinois; and

**WHEREAS**, Symbria Rehab, Inc. (“Symbria”) may be a unit of local government and public agency of the State of Illinois; and

**WHEREAS**, the educational program at Morton for Physical Therapist Assistant (“Program”) has a clinical component; and

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

**WHEREAS**, Symbria operates rehabilitation facilities licensed in the State of Illinois and is able to provide students a clinical setting to satisfy the clinical component of the Program;

and

**WHEREAS**, Morton desires to enter into the affiliation agreement with Symbria to provide Morton students a clinical setting to satisfy the clinical component of the Program (and said Agreement is attached hereto as Exhibit A and is hereinafter referred to as the “Agreement”); and

**WHEREAS**, Symbria desires to enter into the Agreement with Morton to provide students with a clinical setting so they can satisfy the clinical component of the Program; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Community College District No. 527 that:

**Section 1.     Incorporation of Preambles.**

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

**Section 2.     Purpose.**

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

**Section 3.     Authorization.**

The Board hereby authorizes and directs the President or his designee to enter into and

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

**Section 4. Headings.**

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

**Section 5. Severability.**

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

**Section 6. Superseder.**

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

**Section 7. Effective Date.**

This Resolution shall be effective and in full force August 25, 2021.

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this 25<sup>th</sup> day of August 2021.

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

Attest:

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

**EXHIBIT A**

# **Standard Clinical Affiliation Agreement**

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

# AFFILIATION AGREEMENT

## BETWEEN MORTON COLLEGE AND SYMBRIA REHAB, INC.

**THIS AGREEMENT** (the "Agreement") is entered into this 1<sup>st</sup> day of September, 2021 by and between **Symbria Rehab, Inc.** ("the Facility") and **Morton Community College** District No. 527 ("the School").

**WHEREAS**, the School desires to utilize the various Facility sites listed in the attached Exhibit A that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (see attached Exhibit B for a list of programs and attached Exhibit C for program-specific requirements) for students of the School; and

**WHEREAS**, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

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

### **A. SCHOOL RESPONSIBILITIES:**

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and



a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

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

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

## **B. FACILITY RESPONSIBILITIES:**

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, *20 USC 1232 (g)*, otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

#### **C. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). The parties agree that for HIPAA compliance purposes only, students shall be deemed to be part of Facility's "workforce"

and involved in Facility's "healthcare operations," as such terms are defined under HIPAA. Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the parties agree to use their best efforts to negotiate and enter into a Business Associate Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
  - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
  - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

#### **D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on September 1, 2021 and terminate on August 31, 2024. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

## E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in the attached Exhibit C to this agreement.
3. **Indemnification.** Each party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents or contractors or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive the termination, expiration or cancellation of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, promotion of students or personnel engaged in the performance of this Agreement, or any other protected category.

10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:  
Symbria, Inc.  
Attn: Legal Department  
28100 Torch Parkway, Suite 600  
Warrenville, IL 60555

If to the School:  
Office of the President  
Morton College  
3801 S. Central Avenue  
Cicero, IL 60804-4398  
Facsimile: (708) 656-0719

and to:  
Morton College PTA Program  
3801 S. Central Avenue  
Cicero, IL 60804-4398  
Attention: Dr. Alison Gehrke, PT, DPT  
Program Director  
Facsimile: (708) 656-8031

With a Copy to:  
The School Legal Counsel at:  
Del Galdo Law Group, LLC  
1441 S. Harlem Avenue  
Berwyn, IL 60402  
Telephone: 708-656-7000  
Facsimile: 708-656-7001

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

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

**SYMBRIA REHAB, INC.**

**MORTON COLLEGE:**



Printed Name: Thomas J. Kiser

Title: General Counsel

Date: August 4, 2021

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Physical Therapist Assistant Program:

Printed Name: Alison Gehrke, PT, DPT

Title: Program Director

Date: \_\_\_\_\_

## **EXHIBIT A**

### **NAME/LOCATION OF FACILITY SITES:**

\*Symbria Rehab, Inc.  
28100 Torch Parkway, Suite 600  
Warrenville, IL 60555

\*Multiple sites. Please contact for information regarding current sites taking interns.

## **EXHIBIT B**

### **LIST OF PROGRAMS:**

Physical Therapist Assistant Program



## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Symbria Rehab, Inc.

School: Morton College

Program: Physical Therapy Assistant

Facility requires:	Yes	No
Please check box to indicate requirements		
1. Proof of student professional and general liability insurance (paragraph A.2)	X	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input type="checkbox"/>	X
3. Verification that students have met requirements for: (paragraph A.4)		
a. Current CPR health care provider card	<input type="checkbox"/>	X
b. Hepatitis vaccination	<input type="checkbox"/>	X
c. OSHA compliance for prevention of transmission of blood born pathogens and TB	X	<input type="checkbox"/>
d. Other: <u>Rubella, Rubeola, Mumps, Varicella (with proof of immunization or titer), and negative annual TB skin test</u>	X	<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check_____	X	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening_____	<input type="checkbox"/>	X
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	X
7. Evidence of relevant faculties' certifications or licensures (paragraph E.4)	<input type="checkbox"/>	X
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	X
9. Other_____	<input type="checkbox"/>	<input type="checkbox"/>

### School requires:

1. Copy of relevant Facility policies (paragraph B.8)	X	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	X	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**PROPOSED ACTION:**

THAT THE BOARD APPROVE A RENEWAL OF THE EDUCATIONAL AFFILIATION AGREEMENT WITH GOTTLIEB HOSPITAL. THIS IS A CLINICAL SITE FOR CLINICAL ROTATIONS FOR NURSING STUDENTS.

**RATIONALE:**

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

**COST ANALYSIS:** None

**ATTACHMENT:** AFFILIATION AGREEMENT

## EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement ("Agreement") is entered into by and between **Gottlieb Memorial Hospital**, an Illinois nonprofit corporation ("Organization"), and **Morton Community College District 527**, a public agency of the State of Illinois ("School"), on September 1, 2021 ("Effective Date"). (For convenience, the Organization and School are sometimes hereinafter referred to individually as a "Party and collectively as the "Parties".)

**WHEREAS**, School offers a course of education which requires that nursing and certified nursing assistant students receive clinical experience as part of their professional preparation;

**WHEREAS**, Organization has an interest in, and resources for, providing a clinical experience consistent with the School's requirements; and

**WHEREAS**, School wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such clinical experience.

**NOW, THEREFORE**, the Parties agree as follows:

### **I. SCHOOL DUTIES**

- A. Clinical Experience. School shall determine which students, and the number of students who, will participate in each clinical experience rotation at Organization pursuant to this Agreement (each, a "Student", and, collectively, the "Students"), which determination shall be subject to approval by Organization. School shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.
- B. Student Records and Family Education Rights and Privacy Act ("FERPA"). School shall maintain all educational records and reports relating to Student's clinical training at Organization. School shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA and since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the School is solely responsible for FERPA compliance. School is responsible for all record keeping related to any required documentation of Organization's access to student records and/or School's disclosure of personally identifiable information from student records to Organization or to other third parties without the eligible Student's written consent. School further acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students as required by FERPA.
- C. Supervision. School shall supervise all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All student observations and/or educational experience at Organization shall be subject to the approval of the Organization.
- D. Training. School shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the clinical experience program only those Students who meet the

requirements for participation established by School and Organization.

- E. Policies. School shall assure that Students comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times.
- F. OSHA Training. All School employees involved in the clinical experience with Organization and Students shall document appropriate training concerning applicable OSHA requirements, including without limitation, blood borne pathogens.
- G. Health Certification of Students. When applicable, in Organization's sole discretion, School shall ensure each student assigned to Organization shall provide Organization with the following prior to the beginning of the education experience rotation:
  - 1. Tuberculin skin test (must be completed not more than one (1) year prior to start date); the Tuberculin Assessment Form must be completed if previous Tuberculin test was positive;
  - 2. If born before January 1, 1957, documentation of measles, mumps and rubella titers showing immunity. If non-immune, two MMR vaccinations;
  - 3. If born on or after January 1, 1957, documentation of two MMR vaccinations;
  - 4. Attestation of having had the chicken pox or varicella titer as showing immunity; and
  - 5. School will provide Organization with evidence that the student(s) has received the vaccination against Hepatitis B, proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by the student that expressly holds the Organization harmless for any Hepatitis B exposure or infection that may result from the Student's education experience at Organization) and/or such other immunization and health-related testing as may be required by the applicable state level health department or the Occupation Health and Safety Administration for each student assigned to Organization, as these requirements may change from time to time; for purposes of this Agreement, a student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one (1) injection of the vaccine and is in the process of completing the required services of three injections.
  - 6. School will provide Organization with Evidence that the student(s) has received a flu vaccine for the season of the rotation.
- H. Confidentiality. School will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School will also advise all

Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.

- I. Notification. School shall notify the Organization at least thirty (30) calendar days prior to the date it desires to establish a clinical experience for the Students. Such notification shall include the names, addresses and other information required in this Section I and the requirements of the Students' clinical experience at Organization. After opportunity to review each Student's academic and experience record and other information provided by School, Students participation in the clinical experience at Organization shall be subject to final approval of Organization.
- J. Control of Academic Program. School shall have complete control over all academic aspects of the clinical experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations and discipline.
- K. Participation Agreement. School shall require and ensure that each Student selected to participate in the clinical experience at Organization signs the "Student Participation Agreement" attached hereto and incorporated herein as Exhibit A.
- L. Personal Protective Equipment ("PPE"). School will advise each Student and Faculty that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, and such guidance will adhere to CDC, Illinois Department of Public Health and local health department requirements.

## **II. ORGANIZATION DUTIES**

- A. Professional Experience. Organization shall provide Students with supervised clinical experience appropriate for up to such number of Students and clinical experience contact hours per semester as agreed upon by the Parties. Each Student's educational experiences shall be outlined in the form of an "Affiliating School's Record of Clinical Experience attached hereto and incorporated herein as Exhibit B. Organization shall provide the appropriate use of its facilities by Students enrolled in the School or otherwise provided by School.
- B. Participation. During educational experiences, the Students shall be permitted to participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of Organization and School. The scope of the Students' participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff.
- C. Emergency. In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.

- D. Student Removal. Organization, in its sole discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that the Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify School of any such removal, suspension or termination.
- E. Laws. Organization shall comply with all applicable laws and regulations.
- F. Background Check. Organization shall perform a criminal background check on each Student where required by applicable law. Such criminal background check may include fingerprinting pursuant to the laws of the state where Organization is located. Any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, may preclude a student from being accepted. Other situations will be considered on a case-by- case basis, taking into account risks to patients, employees, and the organization.
- G. Non-Teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.
- H. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify School in writing of its refusal to accept a student and the basis for the refusal; School shall not thereafter submit such student for clinical experience at Organization. Organization shall retain the right to decline the assignment of students from School at anytime for operational reasons.

### **III. MUTUAL DUTIES**

- A. Student Assignment. The School and Organization shall mutually agree upon assignment of Students to particular Organization facilities.
- B. Non-discrimination. No Student shall, on the grounds of race, color, sex, creed, age, sexual orientation, national origin, or any other legally protected category be excluded from participation in, be denied the benefitsof, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a Student is qualified, neither Organization nor School shall discriminate against any Student because of physical or mental disability. Each Party agrees to treat qualified disabled students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the School.
- C. Liaison and Supervision Requirements. Each Party will appoint a liaison to serve as a communication link between the Parties. Each Party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

#### **IV. RELATIONSHIP OF THE PARTIES**

- A. Legal Status of Students. It is understood and agreed that the Students are enrolled in a professional education program offered by School. The Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times students of School. Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sicktime or any other benefit of employment, directly or indirectly.
- B. Independent Contractor Status. It is mutually understood and agreed that Organization and School are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and School and any relationship between Parties is nothing other than that of educational affiliates. Neither Party shall have the right to bind the other to any contractual or other obligation.

#### **V. TERM AND TERMINATION**

- A. Term and Extension Period. This Agreement shall commence on September 1, 2021 ("Effective Date") and shall remain in effect for a term of three years expiring on August 31, 2024 ("Expiration Date"). This is the "Term". At the end of the Term, the Parties may, by mutual written agreement, agree to extend this Agreement for a period of no more than one (1) year. This is the "Extension Period".
- B. Termination by Either Party. During the Term of the Agreement it may be terminated with or without cause by either Party on thirty (30) calendar days prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an clinical experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter of: (i) the end of the semester; or (ii) six (6) months from the date of the notice of termination, during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' education experiences.
- C. Termination for Breach. In the event that either Party gives notice to the other Party that the other Party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) calendar days following the giving of such notice, the Party giving such notice will have the right to terminate this Agreement immediately.
- D. Legal Opinion. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may

terminate this Agreement by providing written notice to School. Within ten (10) calendar days of such notice, the Parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the Parties are unable to reach agreement on new terms within twenty (20) calendar days of their meeting, this Agreement shall automatically terminate.

- E. *Force Majeure.* If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire, pandemics or other casualty, emergency, closure of a facility or department or any other cause beyond the reasonable control of the Party, such non-performing Party shall be excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a Party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) calendar days or longer.

## **VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION**

- A. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law.
- B. *Patient Identification.* The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by the School or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, the School agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and its related regulations ("HIPAA").
- C. *Records.* Organization shall have custody and control of all medical records and charts in patient files. Neither School nor its Students may remove or copy such records except with written permission of Organization.
- D. *Studies and Research.* All reports, projects, or theses, and publications based upon studies and research arising out of the cooperative clinical experience permitted by this Agreement shall be reviewed and approved prior to release by means of such of procedures as Organization shall designate. Approval of the Organization shall not be unreasonably withheld.
- E. *Ownership of Work.* Any and all work product created or developed by Students in the performance of their clinical experience under this Agreement shall be the sole and exclusive property of Organization. School hereby irrevocably conveys, transfers, and assigns to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright



Act. School irrevocably waives any and all claims School may now or hereafter have in any jurisdiction to so called “moral rights” with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization’s and its affiliate’s rights in the work product hereunder.

## **VII. INDEMNIFICATION AND INSURANCE**

- A. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, including, but not limited to, their officers, employees, directors and agents (collectively, the “Indemnified Party”), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which Indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses or the Indemnified Party may tender the defense to the Indemnifying Party, which shall assume it.
- B. Notification. Each Party shall notify the other within ten (10) calendar days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.
- C. Professional Liability Insurance. The School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate professional liability insurance coverage with policy limits of \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
- D. General Liability Insurance. The School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate general liability insurance coverage with policy limits of \$1,000,000 per occurrence and \$3,000,000 aggregate per year, adding the Organization as an additional insured with respects to this Agreement.
- E. Workers Compensation Insurance. The School shall not assign any Students or instructors to Organization until the School can demonstrate workers compensation insurance in amounts required in accordance with applicable laws within the state where the clinical experience is being performed.
- F. Student Health Insurance. School will inform Students that it is the responsibility of each Student participating in the clinical experience at Organization to have health insurance to cover emergency health care for illnesses or injuries resulting from the Student’s field experience at Organization. It shall be the responsibility of the Student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care. Organization may request each Student to provide proof of insurance prior to beginning the clinical experience with Organization.
- G. Proof of Insurance. Attached to this Agreement as Exhibit C is a copy of School’s certificates of insurance required under this section. School shall provide Organization Facilities with updated certificates of insurance annually and upon request, to maintain compliance with the terms of this Agreement. Said

certificates of insurance shall not be materially amended or cancelled without thirty (30) calendar days' prior written notice to Organization.

- H. Organization Insurance. Organization will maintain professional liability and commercial general liability insurance for itself and its employees, which covers Hospital's operations at all sites where services are performed, with limits as follows: General Liability of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate and Umbrella coverage of at least Five Million Dollars (\$5,000,000.00) and Professional Liability of One Million Dollars (\$1,000,000) per each claim and Three Million Dollars (\$3,000,000) in the aggregate.

### **VIII. MISCELLANEOUS**

- A. Governing Law. The laws of the state where the services are to be performed govern this Agreement.
- B. Venue. Venue shall be proper only in the jurisdiction where the services were performed or delivered.
- C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by each of the Parties.
- D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.
- E. Reformation. The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.
- F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.
- G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.
- H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or School at the addresses below or upon actual receipt by the other Party. Facsimile notices shall be delivered during the receiving Party's normal business hours and shall be effective only if the sending Party maintains written confirmation of facsimile receipt. Either Party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

**Organization:** Gottlieb Memorial Hospital  
701 W. North Avenue  
Melrose Park, IL 60160  
Attn. President

**Copy to:** Loyola University Health System  
One Westbrook Center  
Suite 840  
Westchester, IL 60154  
Attn. Office of the General Counsel

**School:** Morton College  
3801 S. Central Avenue  
Cicero, IL 60804  
Attn. Interim Director, Department of Nursing

**Copy to:** Del Galdo Law Group, LLC.  
1441 S. Harlem Ave.  
Berwyn, IL 60402  
Attn. Micael T. Del Galdo, Esq.

- I. Enforceability. This Agreement is intended for the benefit of the Parties only. There are no other intended third-party beneficiaries.
- J. Presumption. There is no presumption for or against either Party as a result of such Party being the principal drafter of this Agreement.
- K. Entire Agreement. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the Parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.
- L. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original, but all of which, when taken together, shall constitute on and the same Agreement.
- M. Assignment. This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the Parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

**\*The signature page follows\***

**ORGANIZATION**

By: Elizabeth Early

Elizabeth Early

Title: President

Date: 8-4-21

**SCHOOL**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### **Student Participation Agreement**

I, \_\_\_\_\_ ("Student"), in consideration of participating in the clinical experience program provided by Gottlieb Memorial Hospital ("Organization"), through my participation in Organization's training program, hereby agree to the following:

1. I will comply with all applicable, policies, procedures, rules and regulations of Organization, and the instructions of Organization supervisors, including but not limited to, those governing patient confidentiality. I will further observe conservative and professionally appropriate modes of dress, behavior and grooming at all times.

2. I will participate in education and training opportunities in accordance with the instructions of Organization supervisors.

3. I will submit proof of a negative status of TB confirmed by either TB test or CXR and an immunization record I understand that if I refuse any immunizations or health-related testing, I may be terminated from the training program at Organization. In the event, however, that I refuse the Hepatitis B vaccination, I will not be terminated from the Program if I promptly sign a written waiver expressly holding Organization harmless for any Hepatitis B exposure or infection that might result from my educational experience at Organization.

4. I understand and acknowledge that Organization has the right to take certain actions, including but not limited to, the right to suspend or terminate me from, or limit my participation in, the clinical experience program, or to evaluate me unfavorably, if in its exclusive judgment I have failed to observe applicable policies, procedures, rules, regulations, or the instructions of Organization supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming and behavior. **I hereby voluntarily release Organization and its directors, officers, employees, agents and representatives from any and all liability based on such actions.**

5. I acknowledge that the clinical experience received by me from Organization shall be received as a student at Morton Community College District 527 as a part of my professional training, and not as an employee of Organization. I understand that as a participant in this educational program, I shall not be entitled to compensation or employee benefits, nor shall I be considered an employee of Organization for purposes of unemployment compensation, minimum wage laws, workers' compensation, income tax withholding, Social Security benefits, or any other purpose or benefit.

6. I understand that any and all work product created or developed by me in the performance of my clinical experience program at Organization shall be the sole and exclusive property of Organization and that I agree to abide by Organization's policies and procedures in such regard. I hereby irrevocably convey, transfer, and assign to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. I irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all

assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder.

7. I understand and acknowledge Morton Community College District 527 shall have complete control over all academic aspects of the educational program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release Organization and its directors, officers, employees, agents and representative from any and all liability based on such actions.

8. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and have it explained to me before signing it.

\_\_\_\_\_  
Student's Signature

Date: \_\_\_\_\_

## **Exhibit B**

### **Affiliating School's Record of Clinical Experience**

#### **Student/School Information**

Student Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
\*License #: \_\_\_\_\_  
\*License Expiration Date: \_\_\_\_\_  
School: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Course Name and Number: \_\_\_\_\_  
\_\_\_\_\_  
Faculty Liaison/Coordinator: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Practicum Dates: \_\_\_\_\_ through \_\_\_\_\_  
Projected Education Experience Hours: \_\_\_\_\_

#### **Organization Supervisor/Preceptor Information**

Supervisor/Preceptor Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
Dept.: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
\*License #: \_\_\_\_\_  
\*License Expiration Date: \_\_\_\_\_  
\_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_

Immunization/CPR Status	TB Evaluation Date Completed	Mumps	Rubella Date	Rubeola Date	Varicella Zoster Date	Hepatitis B Vaccine Date/Declination	Influenza Vaccine	Patient Rights Reviewed (Y or N)
School Supervisor/Preceptor Name (only necessary if school supervisor/preceptor will be onsite during educational experience)**								
Student Name**								

**EXHIBIT C**

**ORGANIZATION CERTIFICATE OF INSURANCE**

**(See Attached)**





MORTCOL-01

AOCHOA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2021

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. Mesriow Insurance Services, Inc 353 N Clark St 11th Fl Chicago, IL 60654	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (619) 238-1828 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Illinois Counties Risk Management Trust</td> <td>00000</td> </tr> <tr> <td>INSURER B : Illinois Public Risk Fund</td> <td>00000</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois Counties Risk Management Trust	00000	INSURER B : Illinois Public Risk Fund	00000	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Morton College 3801 S. Central Avenue Cicero, IL 60804															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The above Named Insured is a member of the Illinois Counties Risk Management Trust.

**CERTIFICATE HOLDER****CANCELLATION**

Gottlieb Memorial Hospital, Rehab. Dept.  
 701 W. North Ave.  
 Melrose Park, IL 60629

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



**PROPOSED ACTION:**

THAT THE BOARD APPROVE A RENEWAL OF THE EDUCATIONAL AFFILIATION AGREEMENT WITH MEADOWBROOK LAGRANGE . THIS IS A CLINICAL SITE FOR CLINICAL ROTATIONS FOR NURSING STUDENTS.

**RATIONALE:**

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

**COST ANALYSIS:** None

**ATTACHMENT:** EDUCATION AFFILIATION AGREEMENT

# **Standard Clinical Affiliation Agreement Nursing (Revised)**

**2020**

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

**AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE AND  
MEADOWBROOK REHABILITATION dba  
MEADOWBROOK LaGRANGE**

**THIS AGREEMENT** (the “**Agreement**”) is entered into this 1 day of August 2021, by, and between Meadowbrook Rehabilitation dba Meadowbrook LaGrange (the “**Facility**”) and Morton College (the “**School**”).

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

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

**A. SCHOOL RESPONSIBILITIES:**

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

2. **Student professional liability insurance.**

(i) State Colleges and Universities

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

(a) General Liability: Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars



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

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

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

**4. Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B and influenza vaccinations, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.

**5. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

**6. School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.

(g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

## **B. FACILITY RESPONSIBILITIES:**

**1. Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

**2. Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

**3. Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

**4. Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

**5. Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

**6. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

**7. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by



representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

**8. Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

**9. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

### **C. OTHER RESPONSIBILITIES:**

**1. Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.

**2. Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

**3. Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

**4. Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility.

Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

#### **5. Removal of students.**

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

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

#### **D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on, 2020 and terminate on, 2023 either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

#### **E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Indemnification.** Each party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents, students or contractors, or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement
3. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.
4. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

6. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

9. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, ancestry, military status, sexual orientation, physical or mental disability, order of protection status, marital status or other legally protected category in the placement/removal, employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:  
Meadowbrook LaGrange  
Attn.: Lisa Williams, Administrator  
339 S. 9<sup>th</sup> Ave.  
LaGrange, IL 60525

Phone: (708)354-4660

If to the School:

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

With a Copy to:

The School Legal Counsel at:  
DelGaldo Law Group, LLC  
1441 S. Harlem Ave.  
Berwyn, IL 60402  
(708) 222-7000

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

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

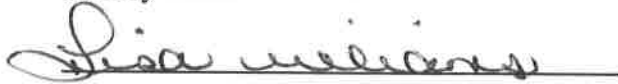
15. **Agreement binding on parties' successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**Meadowbrook Rehabilitation dba  
Meadowbrook LaGrange**  
Facility Name



**Administrator**

Title: Administrator

Date: 8/3/2021

**Morton College**  
School Name

\_\_\_\_\_  
**President**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **[LOCATION OF FACILITY SITES]**

Meadowbrook LaGrange 339 S. 9<sup>th</sup> Ave.  
LaGrange, IL 60525  
(P)708.354.4660



**EXHIBIT B**

**[LIST OF PROGRAMS]**

**Nursing**

Morton College  
3801 S. Central Avenue  
Cicero, IL 60804

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Meadowbrook  
School: \_\_\_\_\_  
Program: \_\_\_\_\_

#### Facility requires:

	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)		
a. Negative annual TB test or chest x-ray	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Rubella, Rubeola and Mumps with proof of immunization or titer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Varicella with proof of immunization or titer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Hepatitis B with proof of disease/immunization or immunity by titer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Current American Heart Association Healthcare Provider CPR card	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. OSHA compliance for prevention of transmission of bloodborne pathogens and TB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other _____		<input type="checkbox"/>
4. Criminal background check (paragraph A.5)		<input type="checkbox"/>
If yes, type of check <u>school provided</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5)		<input checked="" type="checkbox"/>
If yes, type of screening _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2)		<input type="checkbox"/>
If yes, type of insurance and coverage required _____	<input type="checkbox"/>	<input type="checkbox"/>
9. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

#### School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input type="checkbox"/>	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

## EXHIBIT D

### Confidentiality of Protected Health Information

#### 1. Definitions

The following definitions apply to this Exhibit to the Agreement.

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

#### 2. Obligations of Business Associate

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. If Business Associate obtains PHI in a Designated Record Set, Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. If Business Associate obtains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

j. Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

3. **Permitted Uses and Disclosures by Business Associate** Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

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

a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Facility shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Permissible Requests by the Facility** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. **Term and Termination**

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

b. **Termination for Cause** Upon the Facility's knowledge of a material breach of this Attachment by Business Associate, the Facility shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

(ii) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.

c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

**PROPOSED ACTION:**

**THAT THE BOARD APPROVE A RENEWED RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE DISTRICT 527 AND MARKLUND.**

**RATIONALE:**

CAPTE and the State of Illinois require all PTA students to complete a certain amount of clinical education hours in order to graduate and obtain licensure. The more clinical affiliates that we have the more opportunity we have for our students to fulfill these requirements.

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

**COST ANALYSIS:**

\$ 0.00

**ATTACHMENT:**

Resolution  
Affiliation Agreement

**A RESOLUTION APPROVING AND ADOPTING  
AN AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE  
AND  
MARKLUND**

**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 (110 ILCS 805/1-1 et seq.) (the “Act”), as supplemented and amended; and

**WHEREAS**, Morton’s Physical Therapy Assistant Program (“Program”) has a clinical component; and

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

**WHEREAS**, Marklund is a nonprofit organization that owns and operates facilities that service infants, children, teens and adults with serious and profound developmental disabilities and special healthcare needs, and is able to provide students a clinical setting to satisfy the clinical component of the Program; and

**WHEREAS**, Morton desires to enter into the affiliation agreement with Marklund to provide Morton students a clinical setting to satisfy the clinical component of the Program (and said Agreement is attached hereto as Exhibit A and is hereinafter referred to as the “Agreement”); and

**WHEREAS**, Marklund desires to enter into the Agreement with Morton to provide students with a clinical setting so they can satisfy the clinical component of the Program; and

**WHEREAS**, based on the foregoing, the Board of Trustees of Community College

District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Community College District No. 527 that:

**Section 1. Incorporation of Preambles.**

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

**Section 2. Purpose.**

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

**Section 3. Authorization.**

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

**Section 4. Headings.**



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

**Section 5. Severability.**

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

**Section 6. Superseder.**

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

**Section 7. Effective Date.**

This Resolution shall be effective and in full force June 23, 2021.

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this 25<sup>th</sup> day of August, 2021.

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

Attest:

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

**EXHIBIT A**

# **Standard Clinical Affiliation Agreement**

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

# AFFILIATION AGREEMENT

## BETWEEN MORTON COLLEGE AND MARKLUND

**THIS AGREEMENT** (the "Agreement") is entered into this 1st day of Sept, 2021 by and between Marklund ("the Facility") and Morton Community College District No. 527 ("the School").

**WHEREAS**, the School desires to utilize the various Facility sites listed in the attached Exhibit A that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (see attached Exhibit B for a list of programs and attached Exhibit C for program-specific requirements) for students of the School; and

**WHEREAS**, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

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

### **A. SCHOOL RESPONSIBILITIES:**

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and

a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

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

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

## **B. FACILITY RESPONSIBILITIES:**

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, *20 USC 1232 (g)*, otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

#### **C. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the parties, abide by the conditions and requirements stated in the attached Exhibit D through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
  - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
  - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

#### **D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on Sept 1, 2021 and terminate on August 31, 2024. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

## **E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in the attached Exhibit C to this agreement.
3. **Indemnification.** Each party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents or contractors or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive the termination, expiration or cancellation of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, promotion of students or personnel engaged in the performance of this Agreement, or any other protected category.



10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Marklund  
1S450 Wyatt Dr.  
Geneva, IL 60134

With a Copy to:

NA

If to the School:

Office of the President  
Morton College  
3801 S. Central Avenue  
Cicero, IL 60804-4398  
Facsimile: (708) 656-0719

and to:

Morton College PTA Program  
3801 S. Central Avenue  
Cicero, IL 60804-4398  
Attention: Dr. Alison Gehrke, PT, DPT  
Program Director  
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:  
Del Galdo Law Group, LLC  
1441 S. Harlem Avenue  
Berwyn, IL 60402  
Telephone: 708-656-7000  
Facsimile: 708-656-7001

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

**Marklund**



Printed Name: LOIS SHEAFFER

Title: Staff/Training development mgr

Date: 6/29/21

**MORTON COLLEGE:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Physical Therapist Assistant Program:

\_\_\_\_\_  
Printed Name: Alison Gehrke, PT, DPT

Title: Program Director

Date: \_\_\_\_\_

## **EXHIBIT A**

### **NAME/LOCATION OF FACILITY SITES:**

Marklund Hyde Center  
1S450 Wyatt Dr.  
Geneva IL 60134

Marklund Wasmond Center  
1435 Summit St  
Elgin IL 60120

## **EXHIBIT B**

### **LIST OF PROGRAMS:**

Physical Therapist Assistant Program

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Marklund Facilities (ALL)

School: Morton College

Program: Physical Therapy Assistant

#### Facility requires:

Please check box to indicate requirements

	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	<input type="checkbox"/>	✓ <input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input type="checkbox"/>	✓ <input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)	✓ <input type="checkbox"/>	<input type="checkbox"/>
a. Current CPR health care provider card	<input type="checkbox"/>	✓ <input type="checkbox"/>
b. Hepatitis vaccination	✓	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood born pathogens and TB Only	✓	✓ <input type="checkbox"/>
d. Other: <u>Rubella, Rubeola, Mumps, Varicella (with proof of immunization or titer), and negative annual TB skin test</u>		
4. Criminal background check (paragraph A.5) If yes, type of check <b>Finger Print Background Check</b>	✓ <input type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening _____	<input type="checkbox"/>	✓ <input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	✓ <input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.4)	<input type="checkbox"/>	✓ <input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	✓ <input type="checkbox"/>
<hr style="border: 0.5px solid black;"/>		
9. Other COVID 19 VACCINE REQUIRED	✓ <input type="checkbox"/>	<input type="checkbox"/>

#### School requires:

1. Copy of relevant Facility policies (paragraph B.8)	X	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	X	<input type="checkbox"/>



## EXHIBIT D

### Confidentiality of Protected Health Information

#### 1. Definitions

The following definitions apply only to this Exhibit.

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

#### 2. Obligations of Business Associate

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

- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.
  - g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to *45 CFR §164.526* at the request of the Facility or an Individual, and in the mutually agreed time and manner.
  - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
  - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
  - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
  4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
    - a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with *45 CFR §164.520*, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
    - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
    - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with *45 CFR §164.522*, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
  5. **Permissible Requests by the Facility.** The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
  6. **Term and Termination**
    - a. **Term.** The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the



Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

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



**PROPOSED ACTION:**

THAT THE BOARD APPROVE A RENEWAL OF THE EDUCATIONAL AFFILIATION AGREEMENT WITH OLIVET WHICH WILL ALLOW STUDENTS IN THE MSN PROGRAM TO BE PRECEPTED BY A NURSING FACULTY MEMBER AT MORTON COLLEGE.

**RATIONALE:**

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

**COST ANALYSIS:** None

**ATTACHMENT:** AFFILIATION AGREEMENT

**AFFILIATION AGREEMENT  
BETWEEN  
MORTON COMMUNITY COLLEGE DISTRICT 527  
AND  
OLIVET NAZARENE UNIVERSITY**

**THIS AGREEMENT** (the "Agreement") is entered into by and between **MORTON COMMUNITY COLLEGE DISTRICT 527** (the "Organization") **OLIVET NAZARENE UNIVERSITY** (the "School"). (For convenience, the Organization and School are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties.")

1. **RECITALS:** The Organization and the School stipulate and declare as follows:
  - (a) The School is an institution of higher education that provides a course of study in nursing, including a program designed to meet the requirements for nurse licensure in the State of Illinois.
  - (b) The Organization is a community college, organized under the laws of the State of Illinois.
  - (c) The nursing curriculum of the School includes placing students enrolled at the School ("Students") in practicum settings with educators in higher education.
  - (d) The School desires to place with the Organization from time to time, and the Organization desires to accept placement from time to time, nursing Students of the School for practicum experiences on the terms and conditions contained in this agreement.
2. **PLACEMENT:** The School shall place with the Organization from time to time, and the Organization shall accept placement from the School from time to time, nursing Students of the School for practicum experiences. The frequency and number of such placements shall be as is agreed from time to time by the School and the Organization. The School shall not be required to compensate the Organization for such placements, and the Organization shall not be required to compensate either the nursing Students or the School for the services performed by such Students during the placements. All Students who are placed with the Organization for practicum experiences shall only be permitted to participate under the direct supervision of a nursing faculty member of the School and shall only carry out their practicum duties and participate in such educational and health care activities as are permitted by Illinois law and the rules, regulations, policies, and procedures of the Organization in effect from time to time.
3. **DUTIES OF SCHOOL:** The School shall have the following duties:

- (a) **Foundational Curriculum.** To have the total responsibility for planning and determining the adequacy of the educational experience of Students in theoretical background, basic skill, professional ethics, attitude, and behavior and to assign to the Organization only those Students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
- (b) **Designation of Liaison to Organization.** To designate a faculty or other professional staff member of the School to coordinate and act as the School's liaison to the Organization and to notify the Organization in writing of any change in such liaison from time to time. The assignments to be undertaken by the Students shall be mutually agreed between the liaison and the Organization from time to time and a regular exchange of information between the Organization and the School shall be maintained by the liaison by on-site visits when practical or by letter, telephone, or email in other instances.
- (c) **Student Professional Liability Insurance.** To require Students participating in the practicum to maintain, and the School shall provide proof to the Organization of, a Student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate. Such insurance coverage may be either by an individual Student policy or a group policy maintained by the School and shall be placed with an insurance carrier acceptable to the Organization. A certificate of insurance evidencing this insurance coverage must be provided to the Organization prior to the Student participation in the program. If this insurance certificate is not provided or the insurance coverage is cancelled, the Organization may terminate the placement of the Student.
- (d) **Student Health Insurance, Vaccinations, and Certifications.** To require Students participating in the program to maintain and provide evidence of comprehensive health insurance coverage, Hepatitis B and tuberculosis vaccinations, OSHA compliance for prevention of transmission of blood borne pathogens, CPR certification, and such other vaccinations and certifications as the Organization requires for Students from time to time. If a certificate of the insurance coverage is not provided or the insurance coverage is cancelled, the Organization may terminate the placement of the Student(s).
- (e) **Criminal Background Check and Drug Screen Compliance.** To provide a criminal background check and drug screen for each Student as required by and acceptable to the Organization. It is the School's responsibility to ensure that the background check and drug screening have been completed and that Students with unacceptable results will not participate at sites where Students with such results are forbidden by Organizational policy.
- (f) **School Notices to Students.** To notify each Student prior to his/her arrival at the Organization that he/she is required to:

- (i) Follow the administrative policies, standards, and practices of the Organization.
- (ii) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Organization.
- (iii) Provide his/her own transportation and living arrangements.
- (iv) Report to the Organization on time and follow all established regulations during the regularly scheduled operating hours of the Organization.
- (v) Conform to the standards and practices established by the School while functioning at the Organization.
- (vi) Obtain prior written approval of the Organization and the School before publishing any material relating to the practicum learning experience.
- (vii) Meet the personal, ethical and professional standards required of employees of the Organization and consistent with the applicable professional Code of Ethics and the applicable standards of the Joint Commission and/or other relevant accrediting or regulatory bodies.
- (viii) **FERPA Compliance.** Comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 and Buckley Amendment as in effect from time to time ("FERPA"), and take all measures necessary to ensure the confidentiality of any and all information in the possession of the School regarding the School's Students.

4. **DUTIES OF FACILITY:** The Organization shall have the following duties:

- (a) **Provision of Facilities.** To make the appropriate facilities available to the School in order to provide supervised practicum experiences for the School's Students including an environment conducive to the learning process of the Students as intended by the terms of this Agreement and conforming to customary Organizational procedures.
- (b) **Designation of Liaison to School.** To designate an Organization employee as the liaison of the Organization responsible for coordinating the Student practicum placements and to notify the School in writing of any change in such liaison from time to time.
- (c) **Patient Care.** To not use Students to replace or be responsible to perform the duties of Organization staff or to otherwise render patient care. Students may participate in these duties as identified for educational value and delineated in the jointly planned

educational experiences. Any direct contact between a Student and a patient, or between a Student and an Organization student, shall be under the direct and proximate supervision of a member of the staff of the Organization. The Organization shall at all times remain responsible for patient care, supervision of patient care, and the education of its own students.

- (d) **Student Emergency Treatment.** To, in the case of medical or other emergency, follow the Organization's procedures in place for obtaining treatment for the Student as applicable to the Organization's employees generally. However, it is the Student's responsibility to bear the cost of the Student's own emergency treatment.
  - (e) **Organization Licensure and Accreditation.** To maintain continuously the Organization's licensure with the State of Illinois for the type and level of education provided at the Organization and to maintain all current accreditations of the Organization. Organization will notify School immediately if it loses its relevant licensure or accreditation.
  - (f) **Credentials of Organization Personnel.** To designate and submit in writing to the School from time to time the name and professional and academic credentials of all Organization employees overseeing Student experiences.
  - (g) **Organization Tours.** To, after reasonable request, permit tours of the Organization's facilities and services relative to Student practicum, learning experiences by Students, faculty, or other School representatives, and by agencies charged with responsibility for approval of the practicum facilities or accreditation of the curriculum.
  - (h) **Student Orientation.** To provide to the Students participating in the program and to the School's practicum program faculty orientation as to the physical facilities, rules, regulations, policies, procedures, schedules, and practices of the Organization in effect from time to time.
  - (i) **FERPA Compliance.** To comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 and Buckley Amendment as in effect from time to time ("FERPA"), and take all measures necessary to ensure the confidentiality of any and all information in the possession of the Organization regarding the School's Students.
5. **INSTRUCTIONAL PERIOD:** The course of instruction for Students participating in the program shall cover a period of time as arranged between the School and the Organization. The beginning dates and length of experience shall be mutually agreed upon by the School and the Organization from time to time.
6. **NUMBER OF PARTICIPATING STUDENTS:** The number of Students eligible to participate in the practicum placement program shall be determined and may be changed from time to time by mutual agreement of the School and the Organization. The Organization and the School agree and understand that the availability of practicum placements at the Organization during the term

of this Agreement may periodically be affected by a number of factors requiring changes. The Organization may reduce the number of Students eligible to participate in the practicum education program with prior notice to the School and after giving adequate time for the School to reassign the Students to another clinical site. The Organization shall accommodate Students of the School who are similarly displaced from other practicum affiliates of the School to the extent that practicum space is available at the Organization.

7. **EVALUATION OF PRACTICUM EXPERIENCES:** Evaluation of the practicum learning experiences of the Students shall be jointly conducted by the School and the Organization periodically. Appropriate School and Organization staff shall communicate on a regular basis for the purpose of reviewing and evaluating current practicum experiences offered to Students.
8. **REMOVAL OF STUDENTS:** The School shall have the right to remove a Student from the practicum education program at any time and shall notify the Organization of such removal in writing. In addition, the Organization may immediately remove any Student participating in the practicum education program from the Organization's premises for behavior that the Organization deems to be an immediate threat to the health or welfare of its Students, faculty members, staff members, visitors, or others, or operations, or for behavior that is in direct violation of official policies of the Organization. In such event, the Organization shall notify the School in writing of its actions and the reasons for its actions as soon as practical. If the Organization desires to remove a Student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the Student.
9. **TERM OF AGREEMENT:** The term of this Agreement ("Term") shall begin and end on the following dates:

07/22/2021

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(beginning date)

07/22/2022

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(ending date)

However, either the School or the Organization may terminate this Agreement: (a) without cause upon not less than ninety (90) calendar days prior written notice to the other Party; or (b) with cause after first giving to the other Party prior written notice of the instance or instances of default and not less than thirty (30) calendar days within which to cure such default. If this Agreement is terminated or not renewed for a subsequent term, Students who are participating in the practicum program at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth in this Agreement.

10. **MUTUAL INDEMNIFICATION:** Each Party to this agreement will indemnify and hold the other harmless from and against all claims, demands, suits, actions, judgments, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other and its respective members, managers, employees, parent organizations, affiliates, subsidiaries, officers, directors, attorneys and agents as a consequence of any and all negligent or willful and wanton

misconduct, acts or omissions by such Party, its employees or agents (or, in the case of the School, also its Students) or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive expiration, cancellation or termination of this Agreement.

11. **PATIENT PRIVACY LAWS:** The School shall abide by and shall require that its faculty and Students abide by all applicable federal and state laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act ("HIPAA"). In addition, the School and its faculty and Students shall comply with the Organization's policies and procedures regarding the confidentiality of student and patient information and the use of all such information. The Parties shall notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights, or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the Parties, abide by the conditions and requirements as stated in the remainder of the Term of this Agreement.
12. **RELATIONSHIP OF PARTIES:** This Agreement shall not be deemed to make the School and the Organization partners, joint venturers, or agents of each other in any manner. In addition, neither the School's faculty nor Students shall be in any way considered to be an employee or agent of the Organization nor be entitled to any wages, insurance coverage, or other benefits as provided to employees of the Organization from time to time, and shall not have the right to bind the other Party in any way.
13. **NON-DISCRIMINATION:** Neither the Organization nor the School shall make any practicum experience placements or otherwise take any action pursuant to this Agreement on the basis of race, color, religion, sex, national origin, ancestry, military status, sexual orientation, disability, or any other legally protected category. The Organization and the School shall at all times comply with all requirements of state, federal, and local laws, regulations and rules prohibiting any form of discrimination.
14. **NOTICES:** Notices given pursuant to this Agreement shall be in writing and given in any of the following ways: (1) actual delivery of the notice into the hands of the Party entitled to receive it; (2) transmittal by facsimile transmission to the facsimile numbers indicated below; (3) transmittal by electronic mail to the email addresses indicated below; (4) delivery by a nationally recognized overnight delivery service; or (5) mailing of the notice in the United States mail, certified mail, return receipt requested, addressed to the following addresses:

If to the Organization:  
Morton College  
Director of Nursing  
3801 S. Central Avenue  
Cicero, IL 60808  
(p)708.656.8000

With a Copy to:  
Del Galdo Law Group, LLC.  
Attn: Michael T. Del Galdo  
1441 S. Harlem Ave.  
Berwyn, IL 60402  
(p)708.222.7000

If to the School:  
Olivet Nazarene University  
Department of Nursing  
One University Ave.  
Bourbonnais, IL 60914  
Attn.: Tiffany Greer, PhD, MSN, RN  
Associate Dean of the School of Nursing  
(p)815.939.5322

With a Copy to:  
Olivet Nazarene University – SGCS  
2809 Butterfield Rd.  
Oak Brook, IL 60523  
Attn.: MSN Program Director  
(f)847.481.5957

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the Party entitled to it, in the case of transmittal by facsimile transmission upon receipt by the sending Party of confirmation of such facsimile transmission, in the case of electronic mail by transmittal of the sender of such electronic mail without such mail being returned to the sender as undeliverable, in the case of delivery by a nationally recognized overnight delivery service upon receipt of the usual delivery confirmation of such overnight delivery service, and in the case of mailing on the second day after the date of the mailing.

15. **ASSIGNMENT:** This Agreement shall not be assigned by either the Organization or the School without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed.
16. **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
17. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.



18. **NO THIRD-PARTY BENEFICIARIES:** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors, assigns, and legal representatives any rights, remedies, obligations or liabilities under or by reason of this Agreement.
19. **GENERAL PROVISIONS:** The captions or headings contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. In addition, all facsimile and digital signatures to this agreement shall be deemed originals.

ORGANIZATION:

**MORTON COLLGE**

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SCHOOL:

**OLIVET NAZARENE UNIVERSITY**, an  
Illinois not-for-profit corporation

By Suzanne H. Phipps

Printed Name: Suzanne Phipps, EdD, APRN,  
CNP, FNP-BC

Title: MSN Program Director

Date: 08/03/2021

**PROPOSED ACTION: THAT THE BOARD APPROVE CHANGE ORDER NUMBER 1 FOR TRI-ELECTRONICS, INC. IN THE AMOUNT OF A CREDIT OF \$24,390, AS SUBMITTED.**

**RATIONALE:**

**COST ANALYSIS:** CREDIT OF \$24,390 FOR THE ACCESS CONTROL & SECURITY CAMERA UPGRADES

**ATTACHMENT: CHANGE ORDER NUMBER 1**



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** (Name and address)  
Access Control & Security Camera  
Upgrades  
Morton College

**CONTRACT INFORMATION:**  
Contract For: General Construction

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001

Date: April 29, 2021

Date: June 15, 2021

**OWNER:** (Name and address)  
Morton College  
3801 S. Central Ave.  
Cicero, IL 60804

**ARCHITECT:** (Name and address)  
Demonica Kemper Architects, LLC  
125 N. Halsted Street, Suite 301  
Chicago, IL 60661

**CONTRACTOR:** (Name and address)  
Tri-Electronics, Inc.  
6231 Calumet Ave.  
Hammond, IN 46324

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

**CO-001:** Proposal to use Avigilon cameras in lieu of Axis cameras.

**DEDUCT (\$4,000)**

**PARKING LOT CAMERAS:** Alternate solution for the power and interconnectivity.

- Provide and install parking lot cameras in locations as described in the plans and specifications for "Alternate No. 2"
- In lieu of direct bore, fiber and power installation, Tri-Electronics will provide and install an alternative power solution with a

Point-to-Point wireless communication link.

**DEDCUT (\$20,390)**

**TOTAL CHANGE ORDER: DEDUCT (\$24,390)**

The original Contract Sum was	\$	948,370.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	948,370.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	24,390.00
The new Contract Sum including this Change Order will be	\$	923,980.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be unchanged

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor. in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Demonica Kemper Architects, LLC

**ARCHITECT** (Firm name)

**SIGNATURE**

Mr. Frank Carello, Assoc. AIA, LEED  
AP, Senior Associate

**PRINTED NAME AND TITLE**

**DATE**

Tri-Electronics, Inc.

**CONTRACTOR** (Firm name)

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

Morton College

**OWNER** (Firm name)

**SIGNATURE**

Dr. Stan Fields, President

**PRINTED NAME AND TITLE**

**DATE**

**PROPOSED ACTION: THAT THE BOARD APPROVE CHANGE ORDER NUMBER 1-2 FOR MICHAEL KAUTZ CARPET IN THE AMOUNT OF \$28,077, AS SUBMITTED.**

**RATIONALE:**

ADDED AREAS TO BE POLISHED

**COST ANALYSIS:** \$28,077.00

**ATTACHMENT: CHANGE ORDER NUMBER 1 & 2**

# **AIA® Document G701™ – 2017**

## **Change Order**

**PROJECT:** *(Name and address)*  
Corridor Floor Polishing  
Morton College

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: April 29, 2021

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: August 12, 2021

**OWNER:** *(Name and address)*  
Morton College  
3801 S. Central Ave.  
Cicero, IL 60804

**ARCHITECT:** *(Name and address)*  
Demonica Kemper Architects, LLC  
125 N. Halsted Street, Suite 301  
Chicago, IL 60661

**CONTRACTOR:** *(Name and address)*  
Michael Kautz Carpets & Designs, Inc.  
730 E. Northwest Highway  
Mount Prospect, IL 60056

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR-001: Supply and install 6" Johnsonite Wall Base  
ADD \$12,985.00

COR-002:

- Board Room: ADD \$17,685.00
- President's Suite: ADD \$30,770.00
- Existing Building C Entry: DEDUCT (\$13,363.00)
- Allowance 1: DEDUCT (\$20,000.00)

**TOTAL CHANGE ORDER ADD \$28,077.00**

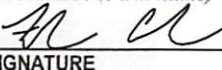
The original Contract Sum was	\$ 409,850.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 409,850.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 28,077.00
The new Contract Sum including this Change Order will be	\$ 437,927.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be unchanged

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Demonica Kemper Architects, LLC  
**ARCHITECT** *(Firm name)*

  
**SIGNATURE**

Mr. Frank Carello, Assoc. AIA, LEED  
AP, Senior Associate  
**PRINTED NAME AND TITLE**

8/13/2021  
**DATE**

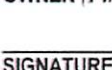
Michael Kautz Carpets & Designs, Inc.  
**CONTRACTOR** *(Firm name)*

  
**SIGNATURE**

JOE KAUTZ VP  
**PRINTED NAME AND TITLE**

8/13/21  
**DATE**

Morton College  
**OWNER** *(Firm name)*

  
**SIGNATURE**

Dr. Stan Fields, President  
**PRINTED NAME AND TITLE**

**DATE**

**PROPOSED ACTION:** THAT THE BOARD APPROVE A PARTNERSHIP AGREEMENT WITH BERWYN DEVELOPMENT CORPORATION (BDC) IN OFFERING MARKETING AND SOCIAL MEDIA OUTREACH INTERNSHIP OPPORTUNITY FOR MORTON COLLEGE STUDENTS.

**RATIONALE:** [Required by Board Policy 5.3.1 and *Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes*]  
Morton College will expand career experience opportunities for students.

**COST ANALYSIS:** None to Morton College. BDC will fund the program expenses.

**ATTACHMENT:** Partnership Agreement

**A RESOLUTION APPROVING AND ADOPTING A MEMORANDUM  
OF UNDERSTANDING BETWEEN MORTON COMMUNITY  
COLLEGE AND BERWYN DEVELOPMENT CORPORATION.**

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

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

**WHEREAS**, Berwyn Development Corporation (the “BDC”) is an Illinois not-for-profit corporation that provides economic opportunities and strives to develop new programs, services and events that promote the City of Berwyn; and

**WHEREAS**, Morton desires to enter into an agreement with the BDC to provide Morton students access to the Marketing and Social Media Outreach Internship (the “Internship”) under the terms of a certain memorandum of understanding (the “MOU”), attached hereto and incorporated herein as Exhibit A; 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 MOU with the BDC to provide the Internship.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Community College District No. 527 that:

**Section 1. Incorporation of Preambles.**

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

**Section 2. Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into the

MOU with the BDC, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the MOU and to ratify any steps taken to effectuate those goals.

**Section 3. Authorization.**

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

**Section 4. Renewal.**

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

**Section 5. Headings.**

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



**Section 6. Severability.**

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

**Section 7. Superseder.**

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

**Section 8. Effective Date.**

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

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this 25<sup>th</sup> day of August, 2021.

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

Attest:

---

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

**EXHIBIT A**

## **Memorandum of Understanding between the Berwyn Development Corporation and Morton College**

This Memorandum of Understanding ("MOU") is made and entered into on \_\_\_\_\_, 2021 ("Effective Date"), by and between the Berwyn Development Corporation (the "BDC"), an Illinois not-for-profit corporation, and Morton Community College District No. 527, an Illinois Community College District ("Morton College"). For convenience, the parties hereto may be referred to individually as a "Party", and collectively as the "Parties".

**WHEREAS**, Morton College is an Illinois public Community College District; and

**WHEREAS**, the BDC provides economic opportunities and strives to develop new programs, services and events that promote the City of Berwyn businesses and the community; and

**WHEREAS**, Morton College is entering into an agreement with the BDC, to help offer Morton College students an opportunity to contribute to the operations of the local small businesses in the City of Berwyn community to gain valuable on the job experience and develop professional network connections, specifically by creating the Marketing and Social Media Outreach Internship (the "Internship"), which description is attached hereto as Exhibit A; and

**WHEREAS**, Morton College and the BDC desire to enter into this MOU to provide Morton College students access to the Internship.

**NOW, THEREFORE**, it is hereby understood and agreed by the Parties as follows:

**1. General Terms.**

A. As part of this MOU, Morton College agrees to:

- Promote the Internship among the student community
- Recruit and screen potential candidates
- Create a business website utilizing a consistent platform
- Link the students with the businesses
- Collaborate with the businesses to monitor student progress
- Receive and distribute the internship fund to go towards the participating students' tuition

B. As part of this MOU, BDC agrees to:

- Promote the Internship among local businesses
- Recruit and screen potential Internship placement locations
- Provide the funds to students participating in the Internship that will go towards their Morton College tuition
- Collaborate with Morton College if any issues arise

**2. Termination.** Either party may terminate this agreement at any time. Notice of termination must be provided in writing.

**3. Liability.** Both parties agree to defend, indemnify, save and hold harmless fully the other party against any and all claims, suits, judgements, costs or expenses, to the extent that any such losses are caused by the negligent party, in connection with the terms of this MOU.

**4. Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**5. Severability.** If any provision of this MOU or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this MOU shall continue to be valid and enforceable to the fullest extent permitted by law.

6. **Governing Law.** This MOU shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles and venue shall be Cook County, Illinois.

7. **Notices.** All notices to the Parties shall be in writing and shall be sent as follows:

**a. If to BDC:**

Berwyn Development Corporation

Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**b. If to Morton College**

Morton College

Attention: Irina Cline, Director of Community and Continuing Education

3801 S. Central Avenue

Cicero, IL 60804

With Copy to:

Del Galdo Law Group, LLC

Attention: Michael T. Del Galdo

1441 S. Harlem Ave.

Berwyn, IL 60402

8. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Entire Agreement.** This document shall be the entire understanding and agreement between the Parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein are superseded hereby.

10. **Amendment.** No amendment or modification to this MOU, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by the Parties.

11. **Authorized Parties.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder.

Morton Community College

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Berwyn Development Corporation

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **The Marketing and Social Media Outreach Internship Morton College Student Requirements**

This is an opportunity for any Morton College student to be paid tuition for the Marketing and Social Media Outreach Internship.

#### **Student Qualifications:**

1. Morton College students majoring in Business Management, Computer Aided Design Technology, Computer Information Systems, Computer Network Security, Office Management Technology, Web Design, Web Site & Multimedia Design, or related field;
2. Successful completion of at least 1 semester of study at Morton College;
3. GPA of 3.0 or higher; and
4. Interest or previous experience in social media marketing.

#### **Internship Duties:**

1. Create a business website utilizing a consistent platform
2. Develop search engine optimization features
3. Develop website content
4. Design flyers and marketing materials
5. Create business social media platforms
6. Develop social media campaigns

**Location:** One or more small local business(es) in Berwyn.

**Time Commitment:** 2-3 hours per week during Fall 2021 and Spring 2022 semesters. Total number of Internship hours per semester - 36; total internship weeks per semester - 12-18 depending on the weekly commitment.

Morton College students who complete the Internship program will receive \$1,000 per semester to go towards their Morton College tuition.

**PROPOSED ACTION:** THAT THE BOARD APPROVE A PARTNERSHIP AGREEMENT WITH NATIONAL AUTONOMOUS UNIVERSITY OF MEXICO (UNAM) IN OFFERING SPANISH MEDICAL TERMINOLOGY, SPANISH FOR DUAL LANGUAGE PROFESSIONALS, FOOD MANAGER CERTIFICATION CLASSES, AND COOKING DEMO EVENT IN THE TOTAL ANNUAL AMOUNT NOT TO EXCEED \$50,000.00 FOR COURSES PAID FROM THE STUDENT REGISTRATION COST COLLECTED BY MORTON COLLEGE AND \$2,000 FOR THE EVENTS.

**RATIONALE:** [Required by Board Policy 5.3.1 and *Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes*]

Morton College will expand non-credit course offerings for Spanish speaking students and support bi-lingual education for the local community.

**COST ANALYSIS:** The total annual amount to be paid to UNAM will not exceed \$50,000.00 for courses paid from the registration cost collected by Morton College and \$2,000 for the events.

**ATTACHMENT:** Partnership Agreement



Register number: 57799-979-17-XI-20

**MORTON COMMUNITY COLLEGE  
AND  
NATIONAL AUTONOMOUS UNIVERSITY OF MEXICO**

**Partnership Agreement**

This partnership agreement, hereinafter "Agreement" by and between **MORTON COMMUNITY COLLEGE**, hereinafter "Morton" located in Cicero, Illinois, and **UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO**, hereinafter "UNAM", assisted by its branch **UNAM CHICAGO ("UNAM")** located in Chicago, Illinois, collectively referred to herein as the "Parties" in accordance with the following Witnesseth, Statements and Clauses:

**WITNESSETH**

**WHEREAS**, the Parties are both higher education institutions that service, among others, the Latino community; and

**WHEREAS**, Morton desires to offer certain non-credit college courses to its students and diverse college community in Spanish and/or which relate to Latin American culture ("Program"); and

**WHEREAS**, UNAM desires to partner with Morton to provide the curriculum and instructors for the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**STATEMENTS**

**1. UNAM declares that:**

- a.** It is a public cooperative decentralized from the Mexican State, endowed with full jurisdictional authority to govern itself in accordance with the Article 1<sup>st</sup> of UNAM's Organic Law published in the Official Gazette on January 6, 1945. Its objectives are to provide higher education to train professionals, researchers, university professors and technicians useful to society; to



Register number: 57799-979-17-XI-20

organize and carry out research, mainly on national conditions and problems, and to extend as much as possible, the benefits of culture.

- b. The legal representation of this institution is the responsibility of its Rector, Dr. Enrique Luis Graue Wiechers, according to the provisions of Articles 9 of the Organic Law and 30 of the General Statute.
- c. That Dr. Leonardo LOMELI VENEGAS in his capacity as Secretary General and Dr. Alberto Ken OYAMA NAKAGAWA in his capacity as Secretary for Institutional Development, have the authority to sign this Agreement, in accordance with the "Agreement" that delegates and distributes the capacity for signing agreements, contracts and other consensual instruments to which the University is a part of, published in Gaceta UNAM on September 5, 2011.
- d. That within its organic-administrative structure is the International Head Office, which has the necessary infrastructure and resources to comply with the purpose of this Agreement, represented by its Vice Provost for International Affairs Dr. Francisco José Trigo Tavera.
- e. That on September 27, 2018, the Gaceta UNAM published the agreement under which all abroad offices of the National Autonomous University of Mexico are integrated to the International Head Office, stated as School of Extension the UNAM-Chicago (hereinafter referred to as "UNAM-CHICAGO"), whose director is Dr. Javier Laguna Calderón.
- f. For the purposes of the present Agreement, it has the following legal address: 9o. piso de la Torre de Rectoría, Ciudad Universitaria, Coyoacán, C.P. -4510, Ciudad de México, México.

**2. Morton declares that:**

- a. It is a public agency of the State of Illinois, USA, 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 (110 ILCS 805/1-1 et seq.), as supplemented and amended.
- b. Its purpose is to enhance the quality of life of its diverse community through exemplary teaching and learning opportunities, community service, and life-long learning.





Register number: 57799-979-17-XI-20

- c. That Dr. Stanley Fields, in his capacity as President of “Morton”, has the necessary powers to sign this instrument, in accordance with sections a and c of the “Morton College Board Policy”.
- d. That for purposes of this Agreement, it has the following business address: 3801 South Central Avenue, Cicero, Illinois 60804, USA.

**3. Both Parties declare that:**

- a. They agree to sign this Agreement according to all of the terms contained in this Agreement.

## **C L A U S E S**

### **GENERAL TERMS AND CONDITIONS:**

- 1. Purpose.** The objective of this Agreement is to foster collaboration between both Parties, to offer certain non-credit college courses to its students and diverse college community in Spanish and/or which relate to Latin American culture.

This Agreement, and the attached Exhibit A (describing the four specific courses to be offered under the Program, tuition for each course and the Parties’ respective share of that tuition) which is hereby expressly incorporated into and made part of this Agreement, constitute the entire Agreement between the parties and supersede all prior and contemporaneous oral or written proposals, negotiations and agreements concerning such subject matter.

This Agreement must be fully executed prior to any students starting in the Program.

**2. RESPONSIBILITIES OF MORTON**

- a) To list, in semester course catalogs, the Program course provided by UNAM under this Agreement. The number and type of courses and semesters for which they will be offered is at the discretion Morton.
- b) To schedule and the Program courses for each semester, if any, according to the program-planning schedule established and provided by Morton.
- c) To register students for any of UNAM’s listed courses in accordance with registration policies and procedures established by Morton.



Register number: 57799-979-17-XI-20

- d) To collect tuition and fees in accordance with payment and fee policies established by Morton and which are consistent with Exhibit A.
- e) Morton may at its discretion promote the Program through Morton's website, social media, newsprint, brochures and fliers.
- f) Morton shall be entitled to examine the credentials of any instructor proposed by UNAM to be assigned to teach a particular course or courses in the Program, and to review and pre-approve course content as provided in paragraph 3.(b), below, for the purpose of ensuring that the course or courses involved will be consistent with Morton academic standards.
- g) Morton will maintain facilities that are ADA compliant and is committed to the policy that all persons shall have equal access to its programs, facilities and equipment without regard to race, color, creed, religion, national origin, sex, marital status, disability, public assistance status, veteran status, sexual orientation or any other legally protected category.

### **3. RESPONSIBILITIES OF UNAM**

- a) To provide to Morton any information required for successfully scheduling and executing Program courses. This information includes, but is not limited to, course titles, course descriptions, information regarding required instructional supplies, specialized audio visual or media needs, and UNAM's instructor information. Information shall be provided to Morton according to the program-planning schedule established and provided by Morton.
- b) To submit to Morton for approval, at least thirty (10) days prior to the start of classes, all course syllabi and credentials of instructor(s) for the purpose of enabling Morton to verify that the course(s) being provided will be consistent with Morton academic standards.
- c) UNAM guarantees that each provided UNAM instructor will conduct himself/herself according to Morton's applicable rules, procedures and standards, including but not limited to adhering to all scheduled classes for a full-time period of each class and providing quality instruction materials.
- d) To provide qualified instructors possessing all required state and local government certificates and licenses.



Register number: 57799-979-17-XI-20

- e) To distribute course evaluations in each Program course/section, where required, and provide copies of the evaluations within an agreed to timeframe after the end of each Program course/section.
  - f) To ensure that UNAM's employees inform and instruct students in the proper and safe usage of operator training equipment and tools prior to the start of each Program course/section.
  - g) UNAM agrees to add and maintain Morton as an additional insured on UNAM's General Liability and policy, and to provide Morton written proof that UNAM has done so upon Morton's request.
4. **Representations and Warranties.** UNAM represents, warrants and covenants that it has the right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein, and that the consummation of the transactions described in this Agreement are not subject to any agreement, law, regulation or pending or threatened litigation which would materially affect the consummation of the transactions contemplated hereunder. UNAM also represents, warrants and covenants that it will, at all times, comply with all U.S. federal and/or state rules and regulations relevant to the terms of this Agreement.
5. **Term and Termination.** The term of this agreement shall be one (1) year, commencing from its date of signature unless terminated earlier in accordance with the terms of this Agreement. The parties shall review the Agreement before the end of the Agreement term for the purpose of determining whether they are willing to new the Agreement and whether any revisions of the Agreement are necessary or advisable. Either Party may terminate this Agreement with one semester advance written notice to the other Party. Additionally, Morton may terminate this Agreement for breach or otherwise unsatisfactory performance of its provisions by UNAM, on fourteen (14) calendar days' written notice to UNAM identifying the performance deficiencies which are the basis for termination. This Agreement may be terminated at any time by the mutual Agreement of the parties, in writing. In the event of termination, students enrolled in the Program shall be allowed to complete their respective Program classes.
6. **Promotion/Marketing.** UNAM agrees to assist Morton in promoting and marketing the Program.
7. **Refund Policy.** UNAM agrees to comply with whatever refund policy Morton chooses to establish during the Term of this Agreement.



Register number: 57799-979-17-XI-20

8. **Student Payment Plan.** UNAM agrees that it will comply with whatever payment plan Morton establishes for students paying for Program costs without scholarship/grant assistance.
9. **Parties' Contacts.** The parties agree that Irina V. Cline, Morton's Director of Community and Continuing Education, or her designee, will be Morton's contact person for student registration, and Program payments and inquiries. Erika Erdely, UNAM Chicago's Academic Coordinator will be UNAM Chicago's contact for all matters related to this agreement. After registration, all enrolled students will work with "UNAM-Chicago" staff directly to complete Program requirements.
10. **Independent Entities.** Morton and the UNAM shall retain their respective rights, privileges, powers, and functions as autonomous and independent entities. Their legal, financial, education, and administrative policies and procedures shall be unaffected by the terms of this Agreement, except as is expressly provided for herein. UNAM faculty and employees shall not be deemed or considered to be employees of Morton and shall not replace Morton staff or render client services except as identified and delineated in the Program. UNAM agrees to provide and maintain all payroll services for any UNAM faculty and employees placed provided to staff the Program, to maintain payroll records and to withhold and remit all payroll taxes and social security payments.

Both Parties agree that staff assigned by each one for the undertaking of the present Agreement is understood to be assigned exclusively by the employing institution; thus, each institution assumes its responsibility as the employer of such assigned staff, and in no case shall the institutions be considered substitute or liable employers of the other's employees.

11. **Non-Discrimination.** UNAM hereby affirms that it is an equal opportunity employer which prohibits of race, sex, color, gender identity or expression, sexual orientation, religion, creed, ancestry, national origin, disability, age, marital status, military status, genetic information or any other status protected by applicable federal, state and/or local laws.
12. **Confidentiality of the Parties' information.** The Parties shall maintain the confidentiality of records, data and other information deemed confidential by either Party, subject to all applicable laws and regulations.
13. **Force Majeure.** In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement



Register number: 57799-979-17-XI-20

arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts or war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being further understood that UNAM shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances. Should an interruption of services under *Force Majeure* occur, Morton may transition to remote learning for all UNAM employees who are needed for the provision of such remote learning. UNAM agrees Morton will determine which contracted services are needed for the provision of remote learning.

14. **Indemnification.** To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Party, and such other Party's officers, agents, trustees, employees or volunteers individually and collectively from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses imposed upon or incurred by or asserted against the other Party and its officers, agents, trustees, employees or volunteers, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the Party, its officers, agents, volunteers or employees, relating to the actions undertaken pursuant to this Agreement.
15. **Limitation on Liability.** Any legal action or proceeding relating to or arising out of this Agreement must be brought by UNAM within one (1) year of the date the cause of action arose or it shall be expressly time barred.
16. **Severability.** If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
17. **Survival.** The Parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
18. **Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions thereof. Both Parties agree that any action arising under or otherwise





Register number: 57799-979-17-XI-20

relating to this Agreement shall be filed in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois.

19. **Confidentiality of Student Information.** The Parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232(g) *et seq.*, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding Morton's students. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities under this Agreement.

20. **Intellectual Property.** The right to intellectual property shall devolve upon the Party whose staff shall have carried out the work to be published, giving due acknowledgment to those who shall have contributed to the execution of said work. Publications of various kinds (such as books, pamphlets, articles, research papers, web pages, data bases, *etc.*), as well as co-productions of such materials and their distribution that may be produced as a result of this Agreement will be carried out by common consent. It is expressly understood that both parties may use the results obtained from the activities authorized by this Agreement for academic purposes.

For the use of the trademarks, logos or emblems of the Parties, they may not appear on the same side, or one on top of the other, denoting an association of trademarks; In addition, they will not be larger than one another; They should only be used during the term of this instrument.

21. **Modifications.** This Agreement may not be amended or modified in any way except by a further written agreement signed by both Parties to this Agreement specifically referencing this Agreement.

22. **Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.



Register number: 57799-979-17-XI-20

23. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
24. **Headings.** The headings contained in this Agreement are for convenience of reference only, and do not define, describe, or limit the scope of this Agreement or any of its provisions.
25. **Not to Be Construed Against The Drafter.** Both Parties to this Agreement acknowledge that they have had an adequate opportunity to review each and every provision of this Agreement, that they have participated equally in the drafting hereof and that they have had adequate time to submit the same to legal counsel for review and advice. Based on said review and consultation, the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.
26. **Authority.** The Parties both represent and warrant to each other that the undersigned has the authority to bind each respective Party. To the extent applicable, the Parties represent and warrant that this Agreement has been formally approved by both Party's governing body and in accordance with applicable law.
27. **Notices.** Any notice required to be given to a party to this Agreement shall be in writing and shall be considered effective as of the date of receipt by the notified party. All such notices shall be sent by U.S. mail, certified mail, return receipt requested, postage prepaid, addressed as set forth below:

**If to the UNAM:**

Erika Erdely  
Academic Coordinator  
UNAM Chicago  
350 West Erie Ave.  
Chicago, IL 60654

**If to the Morton:**

Ms. Irina Cline, M.A.  
Director of Community and Continuing Education  
Morton Community College  
3801 South Central Avenue, Office 245C  
Cicero, IL 60804



Register number: 57799-979-17-XI-20

Having read this document and with the Parties aware of its content and scope of all its Clauses, it is signed in duplicate in English and in Spanish, both original versions, on the dates set forth below.

UNAM acknowledges and agrees that it translated the English version of this Agreement into Spanish and represents that both versions are substantially identical. To the extent that there is a conflict between the Spanish and English versions of the Agreement, the English version shall control.

IN WITNESS THEREOF, the Parties hereunder apply their authorized signatures:

**FOR "MORTON"**

**DR. STANLEY FIELDS  
PRESIDENT**

**FOR "UNAM"**

**DR. LEONARDO LOMELÍ VANEGAS  
SECRETARY GENERAL**

**DR. ALBERTO KEN OYAMA  
NAKAGAWA  
SECRETARY FOR INSTITUTIONAL  
DEVELOPMENT**

**DR. FRANCISCO JOSE TRIGO TAVERA  
VICE-PROVOST FOR INTERNATIONAL  
AFFAIRS**

**DR. JAVIER LAGUNA CALDERÓN  
UNAM-CHICAGO DIRECTOR**

**Date:**

**Date:**





Register number: 57799-979-17-XI-20

**EXHIBIT A**  
**(Offered Courses; Tuition; Revenue Sharing)**

The following courses will be offered for the 2020-2021 school year at the following tuition and revenue sharing rates:

- 1) **Spanish Medical Terminology class: Beginning and Advanced.**
  - a) Participants develop communicative and socio-cultural competencies and strategies to better communicate with Spanish speakers within the context of healthcare.
  - b) This program offers five 30-hour courses in five levels: Basic 1, Basic 2, Pre-intermediate and Advanced, with sessions meeting once per week, for fifteen (15) weeks.
  - c) **Total tuition per student and revenue sharing: \$380 (UNAM (\$350) and Morton (\$30)).**
  
- 2) **Spanish for Dual Language instructors and staff professional development course.**
  - a) Participants learn and review accentuation and basic orthography while learning about the varieties of the Spanish spoken throughout the United States (mainly geographical difference and social uses).
  - b) This is a 30-hour course, meeting two hour per week, for fifteen (15) weeks.
  - c) **Total tuition per course with up to 22 participants and revenue sharing: \$3,500. (UNAM (\$3,300) and Morton (\$200)).**
  
- 3) **Food Manager certification course in Spanish**
  - a) This is a one-day, eight-hour course, which includes preparation for, as well as administration of the Food Manager Certification test.
  - b) Upon successful completion of the test, meeting all applicable State guidelines, participants will be issued their Food Manager Certificate, as provided by the State of Illinois.
  - c) **Total tuition per student and revenue sharing: \$130 (UNAM (\$120) and Morton (\$10)).**
  
- 4) **Cooking DEMO Event (and potential cooking class)**
  - a) Offer a cooking demonstration with a focus on Latin American cuisine.
  - b) Upon feedback from event, it will be determined if there is enough interest to offer a cooking class. Details for the class, including scheduling, costs and credentials for participating, to be determined.




Register number: 57799-979-17-XI-20


c) Total Cooking DEMO Event cost paid to UNAM will not exceed \$200.

**FOR "MORTON"**

  
**DR. STANLEY FIELDS**  
**PRESIDENT**

**FOR "UNAM"**

  
**DR. LEONARDO LOMELÍ VANEGAS**  
**SECRETARY GENERAL**

  
**DR. ALBERTO KEN OYAMA NAKAGAWA**  
**SECRETARY FOR INSTITUTIONAL**  
**DEVELOPMENT**

  
**DR. FRANCISCO JOSE TRIGO TAVERA**  
**VICE-PROVOST FOR INTERNATIONAL**  
**AFFAIRS**

  
**DR. JAVIER LAGUNA CALDERÓN**  
**UNAM-CHICAGO DIRECTOR**

**Date:**

**Date:**



No. de registro: 57799-979-17-XI-20

**MORTON COMMUNITY COLLEGE  
Y  
UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO**

**Convenio de Colaboración**

Convenio de Colaboración en adelante “el Convenio”, que celebran el **MORTON COMMUNITY COLLEGE** en adelante “Morton” ubicado en Cicero Illinois y la **UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO**, en adelante “UNAM” asistida por su sede **UNAM-CHICAGO (“UNAM”)** ubicada en Chicago Illinois adelante la “UNAM”; a quienes se les denominará de manera conjunta como “las Partes”, al tenor de los Considerandos, Declaraciones y Cláusulas siguientes:

**CONSIDERANDOS**

**CONSIDERANDO** que ambas “Partes” son instituciones de educación superior que prestan servicios académicos, entre otros, a la comunidad latina; y

**CONSIDERANDO** que “Morton” desea ofrecer ciertos cursos universitarios de valor de cero créditos a sus estudiantes y a la diversa comunidad estudiantil en español y/o que se relacionan con la cultura latinoamericana (“Programa”); y

**CONSIDERANDO** que la “UNAM” desea colaborar con “Morton” para proveer el currículo y los instructores del Programa.

**AHORA, POR LO TANTO**, en consideración a los compromisos mutuos contenidos en el presente Convenio, y otras consideraciones realizadas en buena fe, de las cuales se acusa recibo y suficiencia, “las Partes” declaran lo siguiente:

**DECLARACIONES**

**1. Declara la “UNAM”:**

- a) Que de conformidad con el artículo 1º de su Ley Orgánica publicada en el Diario Oficial de la Federación del 6 de enero de 1945, es una corporación pública, organismo descentralizado del Estado, dotada de plena capacidad jurídica, que tiene por fines impartir educación superior para formar profesionistas, investigadores, profesores universitarios y técnicos útiles a la sociedad; así como organizar y realizar investigaciones, principalmente acerca de las condiciones y problemas nacionales, y extender con la mayor amplitud posible los beneficios de la cultura.



No. de registro: 57799-979-17-XI-20

- b) Que la representación legal de esta Casa de Estudios recae en su Rector, Dr. Enrique Luis Graue Wiechers, según lo dispuesto en los artículos 9º de su Ley Orgánica y 30 de su Estatuto General; teniendo, conforme a la fracción I del artículo 34 del propio Estatuto, facultades para delegarla.
- c) Que el presente instrumento será suscrito en representación de esta Casa de Estudios por el Dr. Leonardo LOMELÍ VANEGAS y el Dr. Alberto Ken OYAMA NAKAGAWA en su carácter de Secretario General y Secretario de Desarrollo Institucional, respectivamente, quienes cuentan con las facultades necesarias para suscribir este instrumento, de conformidad con el Acuerdo que delega y distribuye competencias para la suscripción de convenios, contratos y demás instrumentos consensuales en que la Universidad sea parte, publicado en Gaceta UNAM el 5 de septiembre de 2011.
- d) Que dentro de la estructura orgánico-administrativa, se encuentra la Coordinación de Relaciones y Asuntos Internacionales, la cual cuenta con la infraestructura y los recursos necesarios para dar cumplimiento al objeto del presente documento, cuyo titular es el Dr. Francisco José Trigo Tavera.
- e) Que el 27 de septiembre de 2018, se publicó en Gaceta UNAM el Acuerdo por el que las Sedes de la Universidad Nacional Autónoma de México en el extranjero, se integran a la Coordinación de Relaciones y Asuntos Internacionales, el cual establece dentro de las Escuelas de Extensión a la sede UNAM-Chicago (a la que en lo sucesivo se le denominará «UNAM-CHICAGO»), cuyo titular es el Dr. Javier Laguna Calderón.
- f) Que señala como su domicilio legal el 9º piso de la Torre de Rectoría, en Ciudad Universitaria, Alcaldía Coyoacán, Ciudad de México, Código Postal 04510.

## **2. Declara “Morton”:**

- a) Que es que es una agencia pública del Estado de Illinois, Estados Unidos, creada bajo las provisiones de las leyes del Estado de Illinois y ahora está operando bajo las provisiones de la Ley de universidades públicas del Estado de Illinois (110 ILCS 805/1-1 et seq), complementado y modificado.
- b) Que tiene como objetivo mejorar la calidad de vida de una comunidad diversa a través de oportunidades ejemplares de enseñanza y aprendizaje, servicio comunitario, y el aprendizaje permanente.
- c) Que el Dr. Stanley Fields, en su carácter de Presidente de “Morton”, cuenta con las facultades necesarias para suscribir el presente instrumento, conforme a los incisos a y c de las “Políticas de la Junta Directiva de Morton College”.
- d) Que señala como su domicilio legal el ubicado en 3801 Outh Central Avenue, Cicero, Illinois 60804, Estados Unidos.

## **3. Declaran “las Partes”:**



No. de registro: 57799-979-17-XI-20

ÚNICO. Acuerdan firmar el presente Convenio conforme con todos los términos contenidos en este.

## CLÁUSULAS

### TÉRMINOS Y CONDICIONES GENERALES

1. **Objeto.** El objeto del presente Convenio es la colaboración entre “las Partes” con el fin de ofrecer cursos universitarios de valor de cero créditos a sus estudiantes y a la diversa comunidad estudiantil en español y/o que se relacionen con la cultura latinoamericana.

El presente Convenio, y el Anexo A adjunto (que describe los cuatro cursos específicos que se ofrecerán en el marco del Programa, la cuota de cada curso y la respectiva participación de las Partes en dicha cuota), que por la presente se incorpora expresamente al presente Convenio y forma parte del mismo, constituyen el Convenio completo entre “las Partes” y sustituye a todas las propuestas, negociaciones y acuerdos anteriores y contemporáneos, orales o escritos, relativos a dicha materia.

El presente Convenio deberá ser implementado en su totalidad antes de que los alumnos comiencen el Programa.

### 2. RESPONSABILIDADES DE MORTON

- a. Enumerar, en los catálogos semestrales de cursos, el curso del Programa proporcionado por la UNAM en virtud del presente Convenio. El número y tipo de cursos y semestres para los que se ofrecerán es a discreción de Morton.
- b. Calendarizar y programar los cursos del Programa para cada semestre, si los hubiere, de acuerdo con el calendario de programación establecido y proporcionado por Morton.
- c. Inscribir a los alumnos en cualquiera de los cursos listados por la UNAM de acuerdo con las políticas y procedimientos de inscripción establecidos por Morton.
- d. Cobrar la colegiatura y las cuotas de acuerdo con las políticas de pago y cuotas establecidas por Morton y que son consistentes con el Anexo A.
- e. Morton puede, a su discreción, promover el Programa a través de su página web, redes sociales, prensa escrita, folletos y volantes.
- f. Morton tendrá derecho a examinar las referencias credenciales de cualquier instructor propuesto por la UNAM para ser asignado a impartir un curso o cursos particulares en el Programa, y a revisar y preaprobar el contenido del curso según lo dispuesto en el inciso III.2, a continuación, con el fin





No. de registro: 57799-979-17-XI-20

de garantizar que el curso o los cursos en cuestión serán coherentes con las normas académicas de Morton.

- g. Morton mantendrá instalaciones que cumplan con las reglas de la ADA y se compromete a la política de que todas las personas tendrán igual acceso a sus programas, instalaciones y equipos sin importar su raza, color, credo, religión, nacionalidad, sexo, estado civil, discapacidad, estado de asistencia pública, condición de veterano, orientación sexual o cualquier otra categoría legalmente protegida.

### **3. RESPONSABILIDADES DE LA UNAM**

- a. Proporcionar a Morton cualquier información necesaria para programar y realizar con éxito los cursos del Programa. Esta información incluye, pero no se limita a, nombres de cursos, descripciones de cursos, información sobre los materiales de instrucción requeridos, necesidades audiovisuales o de medios especializados, e información sobre el instructor de la UNAM. La información se proporcionará a Morton de acuerdo con el calendario de planificación del programa establecido y proporcionado por Morton.
- b. Presentar a Morton para su aprobación, por lo menos treinta (30) días antes del inicio de las clases, todos los programas de estudio de los cursos y las referencias credenciales de los instructores con el propósito de permitir a Morton verificar que el curso o los cursos que se proporcionen serán consistentes con los estándares académicos de Morton.
- c. La UNAM garantiza que cada instructor de la UNAM que se presente a impartir clase se comportará de acuerdo con las reglas, procedimientos y estándares aplicables de Morton, incluyendo, pero no limitándose a adherirse a todas las clases programadas durante un período de tiempo completo de cada clase y a proporcionar materiales de instrucción de calidad.
- d. Ofrecer instructores calificados que posean todos los certificados y licencias requeridos por los gobiernos estatales y locales.
- e. Distribuir las evaluaciones de los cursos en cada curso/sección del Programa, cuando sea necesario, y proporcionar copias de las evaluaciones en un plazo acordado después de la finalización de cada curso/sección del Programa.
- f. Asegurar que los empleados de la UNAM informen e instruyan a los estudiantes en el uso adecuado y seguro de los equipos y herramientas de capacitación de operadores antes del inicio de cada curso/sección del Programa.
- g. La UNAM acuerda agregar y mantener a Morton como asegurado adicional en la póliza de Responsabilidad Civil General de la UNAM, y proporcionar a Morton una prueba escrita de que la UNAM lo ha hecho a petición de Morton.



No. de registro: 57799-979-17-XI-20

4. **Representaciones y garantías.** La “UNAM” declara, garantiza y acuerda que tiene el derecho, el poder y la autoridad para celebrar este Convenio y consumir las transacciones contempladas en el mismo, y que la consumación de las transacciones descritas en este Convenio no están sujetas a ningún Convenio, ley, reglamento o litigio pendiente o amenazado que pudiera afectar materialmente la consumación de las transacciones contempladas en el mismo. La “UNAM” también declara, garantiza y se compromete a cumplir en todo momento con todas las normas y reglamentos federales y/o estatales de los Estados Unidos pertinentes a los términos del presente Convenio.
5. **Vigencia y terminación.** La vigencia de este Convenio será de un (1) año, a partir de su fecha de firma, a menos que se rescindiera antes conforme con los términos de este Convenio. “las Partes” examinarán el Convenio antes de que finalice su plazo con el fin de determinar si están dispuestas a renovar el Convenio y, si es necesario o aconsejable, revisarlo. Cualquiera de “las Partes” podrá rescindir el presente Convenio mediante notificación por escrito a la otra Parte con un semestre de antelación. Además, “Morton” podrá rescindir el presente Convenio por incumplimiento o por cualquier otro motivo de cumplimiento insatisfactorio de sus disposiciones por parte de la “UNAM”, mediante notificación por escrito a la “UNAM” con catorce (14) días naturales de antelación, en la que se identifiquen las deficiencias de cumplimiento que constituyen la base de la terminación. El presente Convenio podrá ser rescindido en cualquier momento por Convenio mutuo de “las Partes”, por escrito. En caso de terminación, los alumnos inscritos en el Programa podrán completar sus respectivas clases del Programa.
6. **Promoción/Mercadotecnia.** La “UNAM” se compromete a ayudar a “Morton” a promover e impartir el Programa.
7. **Política de reembolso.** La “UNAM” acepta cumplir con cualquier política de reembolso que “Morton” decida establecer durante la vigencia de este Convenio.
8. **Plan de pago para alumnos.** La “UNAM” acepta cumplir con cualquier plan de pago que “Morton” establezca para los alumnos, para pagar los costos del Programa sin ayuda de becas o subsidios.
9. **Contactos de “las Partes”.** “las Partes” acuerdan que Irina V. Cline, Directora de Educación Comunitaria y Continua de “Morton”, o la persona que ella designe, será la persona de contacto de “Morton” para el registro de los alumnos y los pagos y consultas sobre el Programa. Por su parte, Erika Erdely, Secretaria Académica de la UNAM, será la persona de contacto para todos los asuntos relacionados con el presente Convenio. Tras su inscripción, todos los alumnos inscritos interactuarán con el personal de la “UNAM-Chicago” directamente para completar los requisitos del Programa.
10. **Entidades independientes.** “Morton” y la “UNAM” conservarán sus respectivos derechos, privilegios, facultades y funciones como entidades autónomas e independientes. Sus políticas y procedimientos jurídicos, financieros, educativos y administrativos no se verán afectados por los términos del presente Convenio, salvo que se disponga expresamente en él. El personal docente y los empleados de la “UNAM” no se considerarán ni serán considerados empleados de “Morton” y no sustituirán al personal de “Morton” ni prestarán servicios a los clientes, salvo en los casos que se identifiquen y definan en el Programa. La “UNAM” acuerda proporcionar y mantener todos los servicios de nómina de sueldos para cualquier docente



No. de registro: 57799-979-17-XI-20

y empleados de la "UNAM" asignados al personal del Programa, mantener los registros de nómina de sueldos y retener y remitir todos los impuestos de nómina de sueldos y pagos de seguro social.

"las Partes" convienen que el personal aportado por cada una para la realización del presente Convenio, se entenderá relacionado exclusivamente con aquella que lo empleó; por ende, cada una de ellas asumirá su responsabilidad por este concepto, y en ningún caso serán consideradas como patrones solidarios o sustitutos.

11. **No discriminación.** La "UNAM" afirma que es un empleador que ofrece igualdad de oportunidades y que prohíbe la discriminación por raza, sexo, color, identidad o expresión de género, orientación sexual, religión, credo, ascendencia, origen nacional, discapacidad, edad, estado civil, estado militar, información genética o cualquier otra condición protegida por las leyes federales, estatales y/o locales aplicables.
12. **Confidencialidad de la información de "las Partes".** "las Partes" mantendrán la confidencialidad de los registros, datos y otra información considerada confidencial por cualquiera de las Partes, sujeto a todas las leyes y regulaciones aplicables.
13. **Fuerza mayor.** En ningún caso ninguna de "las Partes" será responsable de ningún fallo o retraso por su parte en el cumplimiento de cualquiera de sus obligaciones en virtud del presente Convenio que se derive o esté causado por fuerzas que escapen a su control, ya sea directa o indirectamente, incluidas, pero no limitadas a huelgas, paros laborales, accidentes, actos o guerra o terrorismo, disturbios civiles o militares, catástrofes nucleares o naturales, pandemias o casos fortuitos, e interrupciones, pérdidas o fallos de funcionamiento de los servicios públicos, de comunicaciones o informáticos (software o hardware); quedando entendido además que la "UNAM" hará esfuerzos razonables que sean compatibles con las prácticas aceptadas en la industria aplicable para reanudar el desempeño tan pronto como sea posible en todas las circunstancias. En caso de que se produzca una interrupción de los servicios por motivos de fuerza mayor, "Morton" podrá hacer la transición al aprendizaje a distancia para todos los empleados de la "UNAM" que sean necesarios para la prestación de dicho aprendizaje a distancia. La "UNAM" está de Convenio en que "Morton" determinará qué servicios contratados son necesarios para la provisión de aprendizaje a distancia.
14. **Indemnización.** En la mayor medida permitida por la ley, cada una de "las Partes" acuerda defender, indemnizar y eximir de responsabilidad a la otra Parte, y a los funcionarios, agentes, consejeros, empleados o voluntarios de la otra Parte, individual y colectivamente, de cualquier reclamación, demanda, pleito, pérdida, daño, lesión y responsabilidad, incluidos los honorarios de los abogados, los costos y gastos impuestos a la otra Parte y sus funcionarios, agentes, consejeros, empleados o voluntarios, o en los que éstos incurran o se hagan valer, incluidos los honorarios y gastos razonables de abogados, que se deriven de los actos u omisiones de la Parte, sus funcionarios, agentes, voluntarios o empleados, en relación con las acciones emprendidas en virtud del presente Convenio.
15. **Limitación de responsabilidad.** Cualquier acción o procedimiento legal relacionado o que surja del presente Convenio debe ser presentado por la "UNAM" dentro de un (1) año a partir de la fecha en que se produjo la causa de la acción o prescribirá expresamente.





No. de registro: 57799-979-17-XI-20

16. **Separabilidad.** Si alguna disposición de este Convenio o la aplicación del mismo a cualquier persona o situación se considerara, en cualquier medida, inválida o inaplicable, el resto del Convenio, y la aplicación de dicha disposición a personas o situaciones distintas de aquellas a las que se ha considerado inválida o inaplicable, no se verá afectada por ello, y que seguirá siendo válida y aplicable en la medida máxima permitida por la ley.
17. **Supervivencia.** Las obligaciones de "las Partes" en virtud del presente Convenio que por su naturaleza continúen más allá de la terminación, cancelación o expiración del mismo, seguirán vigentes tras la terminación, cancelación o expiración del presente Convenio.
18. **Lev aplicable; Lugar.** El presente Convenio se interpretará y aplicará de conformidad con las leyes del Estado de Illinois, sin tener en cuenta el conflicto de las disposiciones legales del mismo. Ambas "Partes" acuerdan que cualquier acción que surja o se relacione de alguna manera con el presente Convenio se presentará en el Tribunal de Circuito del Condado de Cook, Illinois o en el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de Illinois.
19. **Confidencialidad de la información del estudiante.** "las Partes" cumplirán con las disposiciones aplicables de la Ley de Derechos Educativos y Privacidad de la Familia de 1974 ("FERPA" por sus siglas en inglés), 20 U.S.C. §1232(g) y siguientes, y tomarán todas las medidas necesarias para asegurar la confidencialidad de toda la información en su posesión con respecto a los estudiantes de "Morton". En la medida en que lo permita la ley, nada de lo aquí contenido se interpretará como un impedimento para que cualquiera de "las Partes" entregue dicha información a la otra, de modo que cada una pueda cumplir con sus respectivas responsabilidades en virtud del presente Convenio.
20. **Propiedad Intelectual.** Los derechos de propiedad intelectual recaerán en la Parte cuyo personal haya realizado el trabajo a publicar, dando el debido reconocimiento a aquellos que hayan contribuido en la ejecución de dicho trabajo. Las publicaciones de distintos tipos (como libros, panfletos, artículos, trabajos de investigación, páginas de internet, bases de datos, etc.) al igual que co-producciones, materiales y su distribución que puedan ser producidas como resultados del presente Convenio serán llevadas a cabo de común acuerdo. En el expreso entendimiento de ambas partes pueden usar los resultados obtenidos de las actividades autorizadas por este Convenio para propósitos académicos.  
  
Para el uso de las marcas, logotipos o emblemas de "las Partes", no podrán aparecer del mismo lado, o una encima de la otra denotando una asociación de marcas; además de que no serán de mayor tamaño una respecto de la otra; debiendo ser únicamente utilizadas durante la vigencia del presente instrumento.
21. **Modificaciones.** Este Convenio no podrá ser enmendado o modificado de ninguna manera excepto mediante un acuerdo escrito firmado por las Partes de este Convenio, refiriendo a la modificación de este mismo.
22. **Asignación.** El presente Convenio no podrá ser asignado sin el consentimiento previo y por escrito de la otra parte, el cual no será denegado injustificadamente. El presente Convenio redundará en beneficio de "las Partes" y será vinculante para ellas y sus respectivos sucesores, cesionarios, ejecutores y representantes



No. de registro: 57799-979-17-XI-20

legales. Nada de lo dispuesto en el presente Convenio, expresa o implícitamente, tiene por objeto conferir a cualquier persona que no sea “las Partes” del presente o sus respectivos sucesores y cede ningún derecho, recurso, obligación o responsabilidad en virtud o por razón del presente Convenio.

23. **Ejecución en Contrapartes.** El presente Convenio podrá ejecutarse en una o más contrapartes, cada una de las cuales se considerará como un original, pero todas ellas juntas constituirán un solo y mismo instrumento.
24. **Encabezados.** Los encabezados que figuran en el presente Convenio son únicamente para facilitar la referencia y no definen, describen o limitan el alcance del presente Convenio o de ninguna de sus disposiciones.
25. **Para no ser interpretado en contra del redactor.** Ambas “Partes” en el presente Convenio reconocen que han tenido una oportunidad adecuada de examinar todas y cada una de las disposiciones del mismo, que han participado por igual en su redacción y que han tenido tiempo suficiente para presentarlas a un asesor jurídico para su revisión y asesoramiento. Sobre la base de dicha revisión y consulta, la norma de interpretación de que un contrato se interprete en contra del redactor, si la hubiere, no se aplicará en la interpretación y construcción del presente Convenio.
26. **Autoridad.** “las Partes” se declaran y garantizan mutuamente que los que suscriben tienen la autoridad para obligar a cada una de las respectivas “Partes”. En la medida en que sea aplicable, “las Partes” declaran y garantizan que el presente Convenio ha sido aprobado oficialmente por el órgano rector de ambas “Partes” y de conformidad con la legislación aplicable.
27. **Avisos.** Toda notificación que deba hacerse a una parte en el presente Convenio se hará por escrito y se considerará efectiva a partir de la fecha de su recepción por la parte notificada. Todas esas notificaciones se enviarán por correo de los Estados Unidos, por correo certificado, con acuse de recibo, con franqueo pagado y con la dirección que se indica a continuación:

**Si se refiere a la “UNAM”:**

Erika Erdely  
Secretaria Académica  
UNAM-Chicago  
350 W Erie St., Ste. 100  
Chicago, IL 60654

**Si se refiere a “Morton”:**

Srita. Irina Cline, M.A.  
Directora de Educación Comunitaria y Continua  
Morton Community College  
3801 South Central Avenue, Office 245C  
Cicero, IL 60804



No. de registro: 57799-979-17-XI-20

Habiendo leído el presente Convenio y “Las partes” enteradas del contenido y alcance de todas sus Cláusulas, firman por duplicado las versiones en el idioma inglés y en el idioma español en las fechas señaladas.

La UNAM reconoce y acepta que tradujo la versión de este Convenio del inglés al español y declara que ambas versiones son sustancialmente idénticas. En la medida en que exista un conflicto entre las versiones en español e inglés del Convenio, prevalecerá la versión en inglés.


EN TESTIMONIO DE LO CUAL, “las Partes” consignan sus firmas autorizadas:

**POR “MORTON”**


  
**DR. STANLEY FIELDS**  
**PRESIDENTE**

**POR “UNAM”**

  
**DR. LEONARDO LOMELÍ VANEGAS**  
**SECRETARIO GENERAL**

  
**DR. ALBERTO KEN OYAMA NAKAGAWA**  
**SECRETARIO DE DESARROLLO**  
**INSTITUCIONAL**

  
**DR. FRANCISCO JOSE TRIGO TAVERA**  
**COORDINADOR DE RELACIONES Y**  
**ASUNTOS INTERNACIONALES**

  
**DR. JAVIER LAGUNA CALDERÓN**  
**DIRECTOR UNAM-CHICAGO**

**Fecha:**

**Fecha:**



No. de registro: 57799-979-17-XI-20

**ANEXO A**  
**(Cursos ofrecidos; Cuotas; Reparto de ingresos)**

Los siguientes cursos serán ofrecidos durante el ciclo escolar 2020-2021 con las siguientes cuotas y tasas de reparto de ingresos:

**1) Clase de Terminología Médica en Español: Principiante y Avanzado.**

- a) Los participantes desarrollan competencias comunicativas y socioculturales, así como estrategias para comunicarse mejor con hispanohablantes en el contexto de atención médica.
- b) Este programa ofrece cinco cursos de 30 horas en cinco niveles: Básico 1, Básico 2, Preintermedio y Avanzado, con sesiones que se reúnen una vez por semana, durante quince (15) semanas.
- c) **Cuota total de matrícula por estudiante y reparto de ingresos: \$380 dólares (UNAM (\$350 dólares) y Morton (\$30 dólares)).**

**2) Español para instructores de doble idioma y curso de desarrollo profesional para el personal.**

- a) Los participantes aprenden y repasan la acentuación y ortografía básica mientras estudian las variedades del español que se habla en los Estados Unidos (principalmente la diferencia geográfica y los usos sociales).
- b) Este es un curso de 30 horas, que se reúne dos horas por semana, durante quince (15) semanas.
- c) **Cuota total por curso con hasta 22 participantes y reparto de ingresos: \$3,500 dólares. (UNAM (\$3,300 dólares) y Morton (\$200 dólares)).**

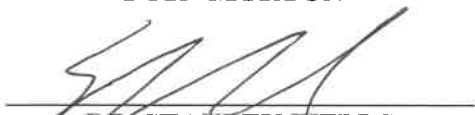
**3) Curso de certificación de Gerente de Alimentos en español**

- a) Este es un curso de un día de duración en ocho horas de clase, que incluye la preparación y la aplicación del examen de certificación como Gerente de Alimentos.
- b) Una vez aprobado el examen, cumpliendo con todas las disposiciones estatales aplicables, los participantes recibirán el Certificado de Gerente de Alimentos, otorgado por el Estado de Illinois.
- c) **Total de la matrícula por estudiante y participación en los ingresos: \$130 dólares (UNAM (\$120 dólares) y Morton (\$10 dólares)).**

**4) Evento de demostración de cocina (y posible clase de cocina)**

- a) Ofrecer una demostración de cocina con un enfoque en la cocina latinoamericana.
- b) Con la retroalimentación del evento, se determinará si hay suficiente interés para ofrecer una clase de cocina. Los detalles de la clase, incluyendo la calendarización, los costos y las credenciales para participar, serán determinados.
- c) **El costo total del evento de demostración de cocina pagado a la UNAM no excederá los \$200 dólares.**

POR "MORTON"

  
DR. STANLEY FIELDS  
PRESIDENTE

POR "UNAM"

  
DR. LEONARDO LOMELÍ VANEGAS  
SECRETARIO GENERAL



No. de registro: 57799-979-17-XI-20

  
\_\_\_\_\_  
**DR. ALBERTO KEN OYAMA NAKAGAWA**  
**SECRETARIO DE DESARROLLO**  
**INSTITUCIONAL**

  
\_\_\_\_\_  
**DR. FRANCISCO JOSÉ TRIGO TAVERA**  
**COORDINADOR DE RELACIONES Y**  
**ASUNTOS INTERNACIONALES**

  
\_\_\_\_\_  
**DR. JAVIER LAGUNA CALDERÓN**  
**DIRECTOR UNAM-CHICAGO**

**Fecha:**

**Fecha:**

## **PROPOSED ACTION:**

*Board approval for Women's Volleyball at Morton College out of state travel to Florida from September 15 thru September 19, 2021.*

## **RATIONALE:**

*To allow our student Athletes to compete nationally at the highest level in the National Junior College Athletic Association (NJCAA) and for College exposure upon graduation from Morton College.*

## **COST ANALYSIS:**

*Airline Flights: \$3,500.00*

*Van Rentals: \$1,100.00*

*Hotel: \$12,000.00*

*Meals: \$2,500.00*

*Total: \$ 19,100.00*

## **ATTACHMENT:**

*Steve Dowjotas Women's Volleyball Head Coach*

*Colin Denny and Alyssa Serewicz Women's Volleyball Assistant Coaches*

## **PROPOSED ACTION:**

*Board approval for Men's Soccer at Morton College out of state travel to Michigan from August 26 thru August 29, 2021.*

## **RATIONALE:**

*To allow our student Athletes to compete nationally at the highest level in the National Junior College Athletic Association (NJCAA) and for College exposure upon graduation from Morton College.*

## **COST ANALYSIS:**

*Morton College Buses: Gasoline charges only*

*Hotel: \$3,570.00*

*Meals: \$3,840.00*

*Total: \$ 7,900.00*

## **ATTACHMENT:**

*Juan Franco Men's Soccer Head Coach*

*Jaime Diaz & Pedro Guardian Men's Soccer Assistant Coaches*

**PROPOSED ACTION:** That the board approve the Morton College Social Media Policy and Guidelines.

**RATIONALE:** *[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes].*

Morton College continues to grow and expand its social media awareness that will bring more awareness to our institution. The social media policy and guidelines will provide guidance regarding standard practices for social media communication and interaction on behalf of the institution and between Morton College employees and the community we serve.

**COST ANALYSIS:** \$0

**ATTACHMENT:** Draft of MC Social Media Policies and Guidelines





## **1. Scope**

This policy applies to all Morton College employees, including full and part-time staff, faculty, contractors, consultants, volunteers, interns, student hires, and students who post on and/or maintain official Morton College Social Media accounts (collectively, “users”).

## **2. Policy Statement**

Morton College recognizes the value of social media platforms for a range of business goals and must balance its support of social media with the preservation of Morton College’s brand identity, integrity, and reputation. Involvement by and collaboration across various College offices in social media will help grow the College’s brand, strengthen its audience’s connection to Morton College, and promote the successes of its students and faculty.

Morton College authorizes the creation and use of college social media accounts, provided their use is professional, protects the reputation and brand of the college, and complies with Morton College policies and applicable laws and regulations

When Morton College communicates publicly as an institution, only those officially designated by Morton College have the authorization to speak on behalf of the College. Only messages posted on authorized Morton College web pages and social media profiles under the names Morton College are official.

Morton College is committed to creating a community that encourages self-expression and has respect for the rights, dignity and property of others. All posts and use of social media should be in compliance with all Morton College Social Media Guidelines.

Users may not post content that:

- a. is threatening, abusive, obscene, indecent or objectionable;
- b. is deceptive, false or misleading;
- c. violates the intellectual property rights of other people;
- d. is illegal; and
- e. is inappropriate, offensive, discriminatory or hateful.

Morton College reserves the right to remove any content that is determined to violate College policies, and to block users who violate Morton College guidelines, copyright, fair use, federal or state laws.



### 3. Definitions

Account Administrator: A Morton College faculty or staff member, executive leadership or student aide who administers or authors content for any college social media account.

Social Media: A website or application external to Morton College that permits sharing of information between people. This includes Internet-based social networking applications, blogs, chat rooms, collaborative information and publishing systems, video- and photo-sharing websites (e.g. Facebook, Twitter, etc.) and other websites with user-generated content.

Unit: A college, department, program, service or transaction center, office, or other operating unit.

User: A person who places postings, commentary, or other content on an official Morton college social media account or space.



## Morton College Social Media Guidelines: June 2021

### Current Official Social Media Handles

Instagram: [@mortoncollegepanthers](https://www.instagram.com/mortoncollegepanthers)

YouTube: [Morton College](https://www.youtube.com/MortonCollege)

Twitter: [@mortoncollege](https://twitter.com/mortoncollege)

Facebook: [@MortonCollege](https://www.facebook.com/MortonCollege)

### Contacts: Social Media Manager

Please direct all inquiries to [Institutional.Advancement@morton.edu](mailto:Institutional.Advancement@morton.edu)

### Definitions:

These definitions apply to terms as they are used in this policy and guidelines

#### Account Administrator:

A Morton College faculty or staff member, executive leadership or student aide who administers or authors content for any college social media account.

(see definition below).

**Social Media:** A website or application external to Morton College that permits sharing of information between people. This includes internet based social networking applications, blogs, chat rooms, collaborative information and publishing systems, video- and photo-sharing websites (e.g. Facebook, Twitter, etc.) and other websites with user-generated content.

**Unit:** A college, department, program, service or transaction center, officer or other operating unit.



**User:** A person who places postings, commentary, or other content on a college social media account or space.

### **Posting to Morton College's Official Social Media:**

Not all content is appropriate for social media or individual accounts. Every effort will be made to ensure that all newsworthy information is shared on Morton Colleges' social channels, but there may be times when posting certain content is not possible or appropriate. Campus account administrators will have discretion to determine what content is appropriate for their campus social media pages. The Public Relations Liaison will have discretion to determine what content is appropriate for the Collegewide social accounts.

### **Account Creation Policy**

#### **Request & Approval**

1. Existing social media accounts must be registered with the College. The Office of Institutional Advancement will keep a complete directory of recognized accounts and account managers, along with all login credentials. \*Request for an account does not equate to automatic approval.
2. New social media accounts must be first approved by the Office of Institutional Advancement. Requests should be submitted via email to [Institutional.Advancement@morton.edu](mailto:Institutional.Advancement@morton.edu).
3. Once approved, the Public Relations Liaison will meet with the new account administrator to review the College's social media guidelines, provide any necessary training, and establish the account. The account administrator or requesting unit is responsible for the daily management of the account, including creating content and answering questions.
  - a. The account administrator or requesting unit will need to have a strategy established, examples of what they will be posting, frequency of posts and who will be managing the account.



b. The account administrator will dedicate 12-15% of their role to manage the department's social media account/s.

i. This includes content development, social listening, answering all messages and comments that arise and broadcasting relevant events.

Please note that faculty/staff and students cannot accept payment to post on social media.

Any inquiries from the press should be directed to Blanca Jara, Executive Director of Institutional Advancement

### **Account Expectations**

1. The Office of Institutional Advancement must be made an administrator for all social media accounts representing the College. The individual managing said account will be assigned the role of editor, or equivalent, as determined by platform. Permission for additional account administrators, or their equivalents, must be approved by the Social Media Manager.
2. All social media accounts that represent the College in any capacity must be registered through the College's Office of Institutional Advancement
3. All active social media accounts must adhere to each platform's terms of use, the College's design and editorial standards, the College's social media policy and be mindful of ADA Compliance. This includes featuring Morton College in the account name and URL, as well as the appropriate use of any College logos. The Office of Institutional Advancement has the right to make changes to any official account for the purpose of policy compliance.

### **Account Management**

1. **All accounts will be evaluated every six months. Inactive accounts will be closed.** An account and/or its content may be subject to immediate deletion if it violates the platform's Terms of Service or the College's policies and procedures.



Accounts may also be deleted if they are deemed no longer necessary, redundant, or otherwise in opposition to the College's overall social media strategy.

2. Paid Promotion (e.g., Facebook ads, Twitter ads), and the budgeting thereof, through the College's social media accounts must be conducted through the Office of Institutional Advancement
3. Appearance & Management
  - a. To clearly display each account's affiliation with Morton College, each account must meet management minimum standards – where possible and appropriate – including but not limited to the following:
    - i. **Account name.** Accounts must include Morton College or MC in their name.
    - ii. **URL.** Facebook pages should create a shortened URL through Facebook in the format of "www.Facebook.com/MC\_\_\_\_\_ " or "www.Facebook.com/MortonCollege\_\_\_\_\_ "
    - iii. **Profile photos.** Accounts should use their college, campus or department logo as the profile photo. If the unit does not have a unique logo, a unit branded icon will be provided by the Office of Institutional Advancement
    - iv. **Complete account profile.** All basic information including website, contact information, "About" section, and other profile information should be completed. This includes appropriate artwork such as Facebook cover photos and Twitter header photos. Please refer to the social media platform graphic dimension guidelines.
    - v. **Staff as account administrators.** Administrators for the account must be A Morton College faculty or staff member, executive leadership or student aide. Each account should identify at least one back up manager to serve in the primary manager's absence or departure.
    - vi. **Regular and appropriate content posts.** Accounts should remain active and engaged throughout the year, maintaining effective content management. Content should appropriately represent Morton College values and be related to the page's purpose.



1. Do not cite or reference students, faculty, staff, administrators, partners or suppliers without their approval. When you do make a reference, if possible, link back to the source.
2. Do not provide Morton College's or others' confidential or proprietary information. Please review FERPA and HIPAA regulations before posting.

**PROPOSED ACTION:**

This MOU with WEST40's Senior Plus Program provides space for the program to operate on the Morton College Campus.

**RATIONALE:**

By bringing Seniors Plus on to Morton College's campus, the program and the college are better able to facilitate a smooth transition from secondary to post-secondary education for these students.

**COST ANALYSIS:**

\$0.00

**ATTACHMENT:**

Memorandum of Understanding



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MORTON COMMUNITY COLLEGE DISTRICT NO. 527  
AND  
WEST40**

This Memorandum of Understanding (“MOU”) is made and entered by and between West40 (“West40”) and Morton Community College District No. 527, an Illinois Community College District (“College”). For convenience, the parties will collectively be referred to as the “Parties” and individually as a “Party”.

**WHEREAS**, West40 is an Illinois Intermediate Service Center created under the authority of the Illinois School Code, which provides as part of its Seniors Plus Program (“Seniors Plus”), adult education services such as general education development (“GED”) classes and English as a Second Language (“ESL”) classes to Cicero area residents; and

**WHEREAS**, the College provides adult education including Adult Basic Education (“ABE”), High School Equivalency Certificates (“HSEC”) and English Language Acquisition (“ELA”); and

**WHEREAS**, the College and West40 seek to collaborate to more efficiently and effectively offer high school completion services to Cicero area residents and to offer West40’s Seniors Plus program at the College; and

**Now Therefore**, in consideration of the mutual covenants and promises hereinafter contained in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above-mentioned recitals are full, true and correct and are hereby incorporated into this MOU as if fully restated herein.
2. **Purpose.** The purpose of this MOU is to develop and establish a working relationship between the College and WEST40 to promote high school completion among adult students in Cicero, Illinois through Seniors Plus.
3. **Joint responsibilities.**
  - a. Both Parties shall collaborate for the efficient and effective provision of adult education to Cicero area residents through the implementation of Seniors Plus.
  - b. Both Parties shall appoint a liaison to work with the other to further the purpose of this MOU.
  - c. Both Parties agree to adhere to the Seniors Plus program procedures and schedule set forth in the attached Exhibit A, which by this reference is incorporated into and made a part of this MOU.
4. **West40’s Obligations.** West40 will provide:

- a. One teacher (“Teacher”) who will both be the Teacher of record for a class of up to 60 students each, and will be responsible for reporting final student grades to J. Sterling Morton High School District 201 (“JSM”);
- b. Two classroom assistants (“CA”) who will provide daily support to the Teachers;
- c. Three student advocates (“SA”) who will provide daily social-emotional support to the students in the Program; and
- d. One program coordinator (“Coordinator”) who shall be responsible for, among other things, student transcript evaluation and Seniors Plus class scheduling. (The Teachers, CAs, SAs and Coordinator are hereinafter collectively referred to as the “Staff”.)
- e. West40 agrees to add and maintain the College as an additional insured on West40’s General and Professional Liability policies, and to provide the College written proof that West40 has done so upon the College’s request.

**5. The College’s Obligations.** The College will provide:

- a. Two (2) classrooms with tables and seating sufficient to accommodate 30 students per classroom, plus seating for West40 staff and available file storage space;
- b. Small office or private/semi-private space for the SAs and the Coordinator to conduct 1:1 student meetings, individual family meetings, and similar activities requiring privacy;
- c. College network/internet access for West40 Staff and students participating in Seniors Plus;
- d. Access to computers for up to 60 students at a time (*i.e.* 30 students/classroom x two (2) classrooms);
- e. Access to College technical support, as needed; and
- f. Reasonable access to other campus support services normally made available to the College’s students.

**6. Office Space Usage.** In the event the office space provided pursuant to Section 5 of this MOU is used by West40 for any purpose other than as stated herein, the College may, in its sole discretion, terminate this MOU immediately.

**7. Term and Termination.**

- a. The term of this MOU shall commence on the date of the last Party’s signature, and shall continue for one year thereafter, subject to annual review or modification by written consent of both Parties.
- b. This MOU may be terminated by either Party, provided written notice is given to the other Party at least thirty (30) calendar days prior to the proposed date of termination.

8. **Independent Relationship of the Parties.** The Parties agree that they are independent parties contracting together for a mutual purpose, and that neither the Parties nor their respective employees, students, faculty or staff shall be or claim to be the employee, agent, servant or joint employee of the other, for any purpose whatsoever. Nothing herein shall be construed as or deemed to create a relationship of employer and employee, or principal and agent, or partner, or representative or agent.
9. **Non-Discrimination.** West40 hereby affirms that it is an equal opportunity employer which prohibits discrimination on the basis of race, sex, color, gender identity or expression, sexual orientation, religion, creed, ancestry, national origin, disability, age, marital status, military status, genetic information or any other status protected by applicable federal, state and/or local laws.
10. **Confidentiality of Parties' Information.** The Parties shall maintain the confidentiality of records, data and other information deemed confidential by either Party.
11. **Force Majeure.** In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this MOU arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being further understood that West40 shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances. Should an interruption of services under *Force Majeure* occur, the College may transition to remote learning for all West40 employees who are needed for the provision of such remote learning. West40 agrees the College will determine which contracted services are needed for the provision of remote learning.
12. **Indemnification.** To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Party, and such other Party's officers, agents, trustees, employees or volunteers individually and collectively from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses imposed upon or incurred by or asserted against the other Party and its officers, agents, trustees, employees or volunteers, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the Party, its officers, agents, volunteers or employees, relating to the actions undertaken pursuant to this MOU. This provision shall survive the termination, cancellation or expiration of this MOU.
13. **Notices.** All notices to the Parties shall be in writing and shall be sent as follows:

If to West40:

West40

Attention: Dr. Mark Klaisner, Executive Director

4413 Roosevelt Road

Hillside, IL 60162

If to Morton College:

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

With a Copy To:  
The School Legal Counsel  
Del Galdo Law Group, LLC.  
1441 S. Harlem Ave.  
Berwyn, IL 60402

14. **Assignment.** Neither Morton nor West40 may assign or transfer the responsibilities or agreement made herein without the prior written consent of the other Party.
15. **Severability.** If any provision of this MOU or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this MOU shall continue to be valid and enforceable to the fullest extent permitted by law.
16. **Governing Law.** This MOU shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles.
17. **Confidentiality of Student Information.** The Parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232(g) *et seq.*, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the College's students. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities under this MOU.
18. **Not to Be Construed Against the Drafter.** Both Parties to this Agreement acknowledge that they have had an adequate opportunity to review each and every provision of this MOU, that they have participated equally in the drafting hereof and that they have had adequate time to submit the same to legal counsel for review and advice. Based on said review and consultation, the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this MOU.
17. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
18. **Entire Agreement.** This document shall be the entire understanding and agreement between the Parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein are superseded hereby.
19. **Amendment.** No amendment or modification to this MOU, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by the Parties.
20. **Authorized Parties.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereunto apply their authorized signatures:

WEST40 by:



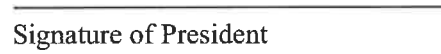
Signature of Executive Director

Printed Name: Dr. Mark Klaisner



Date

MORTON by:



Signature of President

Printed Name: Dr. Stanley Fields



Date

## **EXHIBIT A**

### **SENIORS PLUS PROGRAM PROCEDURES AND ACADEMIC CALENDAR**

#### **I. Program Procedures and Requirements**

1. Potential students must complete annual enrollment and registration for Seniors Plus with West40.
2. The Seniors Plus Coordinator completes a transcript review for each registered student to assess what graduation requirements each student is currently missing and develops an academic schedule of classes needed to become eligible for graduation.
3. Each enrolled student must complete a Seniors Plus program orientation with Staff, receive academic schedules, and meet individually with an SA to develop a student success plan ("Plan") that includes setting academic, attendance, independent living and transitional goals.
4. Each student must attend class in person daily, Monday through Friday, following the College's academic calendar.
5. Each student will receive network and software access from the College, including email and access to all College-approved cloud-based software, such as Microsoft Office 365.
6. West40 will offer customized Odysseyware classes to match its in-person curriculum to fulfill graduation requirements.
7. Students will complete their individual academic schedules in a self-contained classroom at the own pace with 1:1 assistance from the Seniors Plus Teacher and CA. The SA will maintain weekly in person contact with each student to provide check and connect-modeled check-in meetings to discuss progress and challenges, and to provide multi-layered, individualized supports in accordance with each student's Plan.
8. The Seniors Plus Teacher will report all final student grades to JSM operations office so that such grades may be added to the student's official high school transcript.
9. West40 will collaborate with JSM to ensure that students who complete all graduation requirements in the Seniors Plus program will be invited to participate in the next scheduled JSM graduation ceremony and receive their high school diploma from JSM.

#### **II. Class Schedule (Monday-Friday)**

- |                         |                                  |
|-------------------------|----------------------------------|
| 8:00 a.m. – 11:00 a.m.  | Morning Session                  |
| 11:00 a.m. – 12:00 p.m. | Staff Lunch Hour/Extra Help Time |
| 12:00 p.m. – 3:00 p.m.  | Afternoon Session                |

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN MORTON COLLEGE AND LATINOLOGUES. IN THE TOTAL AMOUNT \$20,000 PER EACH SHOW.

**RATIONALE:** [Required by Board Policy 5.3.1 and *Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes*]

Morton College will host a Fall semester residency of Latino Thought Makers which will help build bridges of understanding in cultural diversity through personal and comedic dialogue through unscripted interviews highlighting prominent Latinx personalities.

**COST ANALYSIS:** The total amount to be paid to Latinologues will not exceed \$80,000.00 for the Fall residency.

**ATTACHMENT:** Resolution and Memorandum of Understanding

**A RESOLUTION AUTHORIZING AND APPROVING A  
MEMORANDUM OF UNDERSTANDING BETWEEN MORTON  
COMMUNITY COLLEGE AND LATINOLOGUES.**

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

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

**WHEREAS**, Latinologues (the “Company”) is a production company and creator of the show “Latino Thought Makers”, which helps build bridges of understanding in cultural diversity through personal and comedic dialogue through unscripted interviews highlighting prominent Latinx personalities; and

**WHEARAS**, Morton College and Company desire to enter into a Memorandum of Understanding (the “MOU”) to provide Company with a location to film the show “Latino Thought Makers” and to provide College students and residents in the surrounding area the opportunity to attend the shows; and

**WHEREAS**, a certain MOU is attached hereto and incorporated herein as Exhibit A; 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 MOU with the Company, with terms generally similar in substance to the MOU attached hereto as Exhibit A, and to empower the Board’s Attorney (the “Attorney”) to negotiate the final terms and conditions of the MOU with Company, subject to the final approval by the President of Morton College (the “President”).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Community College District No. 527 that:



**Section 1. Incorporation of Preambles.**

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

**Section 2. Purpose.**

The purpose of this Resolution is to authorize the President or his designee to enter into the MOU with the Company, to authorize the Attorney to negotiate the form and substance of the MOU for final terms and to further authorize the President or his designee to take all steps necessary to carry out the terms of the MOU and to ratify any steps previously taken or to be taken to effectuate those goals.

**Section 3. Authorization.**

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

**Section 4.     Renewal.**

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

**Section 5.     Headings.**

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

**Section 6.     Severability.**

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

**Section 7.     Superseder.**

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

**Section 8.     Effective Date.**

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

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this 25<sup>th</sup> day of August, 2021.

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

Attest:

---

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

**EXHIBIT A**

## **Memorandum of Understanding between Latinologues and Morton Community College**

This Memorandum of Understanding (“MOU”) is made and entered into on \_\_\_\_\_, 2021 (“Effective Date”), by and between Latinologues (“Company”), and Morton Community College District No. 527, an Illinois Community College District (“Morton College” or the “College”). For convenience, the parties hereto may be referred to individually as a “Party”, and collectively as the “Parties”.

**WHEREAS**, Morton College is an Illinois public community college district established under the Public Community College Act (110 ILCS 805/1 et seq.); and

**WHEREAS**, Latinologues is a production company and creator of the show Latino Thought Makers, which helps build bridges of understanding in cultural diversity through personal and comedic dialogue through unscripted interviews highlighting prominent Latinx personalities; and

**WHEREAS**, Morton College and Company desire to enter into this MOU to provide Company with a location to film the show Latino Thought Makers and to provide College students and residents in the surrounding area the opportunity to attend the shows; and

**NOW, THEREFORE**, it is hereby understood and agreed by the Parties as follows:

1. **Purpose.** The purpose of this MOU is to establish an effective working relationship between Company, and the College, for the Company to produce and present four (4) shows of Latino Thought Makers, to be held at the Jedlicka Performing Arts Center building (PAC) on the College campus during the period of four (4) months beginning September 1, 2021 – December 31, 2021 (the “Term”), and for the Company and the College to continue to work together to build, expand and fund future versions of the show.

2. **Scope of Work.**

- A. **Company.** For the Term, Company in consultation with the College will produce and deliver four (4) shows, and specifically one (1) per month through the Term. Company will be responsible for all production and support costs. Company will be responsible to recruit and retain well known and professional talent as needed. Company is responsible for securing all legal rights to materials. Company will coordinate with College faculty and students to engage students and members of the community to participate in and/or attend the scheduled productions. Company will give best efforts in working with the College in obtaining grants, and securing corporate support as mutually agreed to by all parties to this MOU. Company will give best efforts in marketing, promotion, community outreach and fundraising to support the programming.

In addition to the Company’s other duties, responsibilities and obligations as described herein: (A) the Company shall be responsible for the repair, maintenance and/or costs thereof of any damage to any College property, including the PAC, or injury to any

College employee, which is caused by the Company, its members, invitees, employees and guests; (B) the Company, the Company's guests, employees, independent contractors, officials, agents, representatives and invitees shall abide by and observe all rules and regulations established, from time to time, by the College and shall comply with any and all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, now or hereafter in effect.

**B. College.** For the Term, the College will give best efforts in marketing, promotion, community outreach and fundraising to support the programming.

3. **Rights of the College.** In consideration of the College supporting future Latino-focused programs produced and delivered by Company in any form, including but not limited to, the Thought Makers Series, by expending College resources, including staff time and effort, to promote and foster partnerships and other business relationships in order to expand the number and nature of the Company's Latino-focused programs, College shall retain a mutually agreed upon percentage of the pre-defined net revenue directly related to the expansion and growth of the distribution of any future Latino-focused programs produced and developed by Company that are thematically derived from this program series.
4. **Payment.** Company shall be paid Twenty Thousand and no/100 Dollars (\$20,000) per episode filmed.
5. **Condition of Property.** The Company has examined and knows the condition of the PAC and agrees that the Company has received the same in good condition and repair, and acknowledges that no representations as to the condition and repair, and no agreements or promises to decorate, alter, repair or improve the PAC, have been made by the College or an agent or representative of the College prior to or at the execution of this MOU. Company shall maintain the PAC in the same condition prior to usage by Company. In the event, as a result of Company usage, there is additional clean-up required, (as determined by College and Company representatives), Company will be billed for the cost of College personnel to clean/repair the PAC. PAC not left in the original condition will be basis for termination of this MOU.
6. **Intellectual Property.** Except for rights expressly granted under this MOU, nothing in this MOU will function to transfer any of the College's intellectual property rights to the Company, and each party will retain exclusive interest in and ownership of its intellectual property developed before this MOU or developed outside the scope of this MOU. The College owns the intellectual property for the Morton College logo and therefore shall have the authority to use the logo for whatever reason without the Company's consent. Company shall not be permitted to use the Morton College logo without the College's written consent.

7. **Rights to Film.** Subject to the terms, conditions and limitations contained in this MOU, the College hereby grants to Company a non-exclusive, temporary right to use the PAC during the Term (as defined above) to film the Latin Thought Maker shows.
8. **Insurance.** At all times during this MOU and as a condition to the MOU, the Company shall procure and deliver to the College, at the Company's sole cost and expense, and shall maintain in full force and effect until the termination or expiration of this MOU, a policy or policies to be approved by the College including commercial general liability insurance, property insurance, and other standard industry insurance in amounts of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Three Million and No/100 U.S. Dollars (\$3,000,000.00) in the aggregate. The Company shall list the College under the general liability insurance policy as an additional insured as follows: "ADDITIONAL INSURED: Morton Community College, its elected or appointed officials, officers, directors, agents, attorneys and employees." Said insurance shall explicitly protect said additional insureds for vicarious liability, and shall stipulate that the insurance afforded shall be primary insurance and that any insurance carried by the College, or by its agents or employees, shall be excess and not contributory insurance to that provided by the Company. Prior to the start of the Term, the Company shall furnish to the College a certificate of insurance indicating that the coverage is in effect and said insurance shall remain in effect during all periods during which this MOU is in effect.
9. **Mutual Ownership of Shows.** The College owns the intellectual property for Morton College and shall have the authority to use the shows for whatever reason without the Company's consent. Company shall be permitted to use the show without the College's consent however, if Company obtains any revenue from the shows filmed at the College's PAC, the College shall be entitled to fifty percent (50%) of the proceeds.
10. **Thefts.** The College is not responsible for any damages or theft which occurs during the Company's use of the PAC. The College assumes no liability or responsibility for any personal property of Company or of its employees, agents, representatives, guests, or invitees, brought on to the premise during the term of this MOU.
11. **Indemnification.** Notwithstanding anything else to the contrary, the Company agrees to defend, indemnify and hold the College, its past, present and future elected officials, trustees, officers, employees, agents, representatives, attorneys, servants, successors and assigns harmless from and against any loss, liability, cost, damage, injury, or expense (including reasonable attorneys' fees and court costs) that occurred or is alleged to have occurred in whole or in part in connection with the filming of the shows or this MOU. The Company further releases, discharges, covenants not to sue and waives the College, its past, present and future elected officials, trustees, officers, employees, agents, representatives, attorneys, servants, successors and assigns from and against any and all losses, liabilities, costs, damages, injuries, claims, demands, action or causes of action of every nature and character whatsoever that arose, in whole or in part, out of the filming of the shows or this

Agreement. Company, its employees, owners, and agents are not covered by College insurance.

12. **Assignment and Subletting.** Company shall not assign this MOU, or any interest therein, and shall not sublet the PAC premises or any part thereof, or allow another party to occupy or use the PAC premises, without prior written consent of the College.
13. **Term.** The Term of the MOU shall commence on September 1, 2021 and shall continue until December 31, 2021. Any additional funding provided in the future shall be negotiated and included by mutually agreed amendment.
14. **Termination.** Either the College or Company may terminate this MOU without cause upon providing ninety (90) days advanced written notice to the other party. In the event either party exercises their right to terminate this agreement only the prorated annual share of payment is due to Company. College and Company rights accrued as a result of this MOU shall remain property of the College and Company.
15. **Severability.** If any provision of this MOU or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this MOU shall continue to be valid and enforceable to the fullest extent permitted by law.
16. **Governing Law.** This MOU shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles and venue shall be Cook County, Illinois.
17. **Notices.** All notices to the Parties shall be in writing and shall be sent as follows:
  - a. **If to Company:**  
Rick Najera  
17352 Martha Street  
Encino, CA 91316  
(312) 500-7425
  - b. **If to Morton College**  
Morton College  
Attention: Dr. Stan Fields, President  
3801 S. Central Avenue  
Cicero, IL 60804

With Copy to:  
Del Galdo Law Group, LLC  
Attention: Michael T. Del Galdo  
1441 S. Harlem Ave.  
Berwyn, IL 60402



18. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
19. **Entire Agreement.** This document shall be the entire understanding and agreement between the Parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein are superseded hereby.
20. **Amendment.** No amendment or modification to this MOU, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by the Parties.
21. **Authorized Parties.** Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder.

Morton Community College

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSED ACTION: THAT THE BOARD APPROVE THE WASTE DISPOSAL SERVICE AGREEMENT WITH DISPOSEALL WASTE SERVICES, LLC. EFFECTIVE MARCH 1, 2021 THROUGH MARCH 31, 2024, AS SUBMITTED.**

**RATIONALE:**

**COST ANALYSIS:**

- Install and service a 30-yard self-contained compactor: \*\$0
- Monthly Rent for 30-yard self-contained compactor: \$275.00
- Haul Rate for 30-yard self-contained compactor: \$295.00
- Disposal Rate for 30-yard self-contained compactor: \$61.00/ton
- \* In the event Client terminates this Agreement prior to expiration of the Term, as provided for in Paragraph 4, above the Client shall reimburse Contractor \$1,800.00 for the installation of the compactor, and \$2,500.00 for its removal. The Client acknowledges and agrees that the compactor unit and compactor box are, and at all times shall remain, the property of the Contractor.

30-yard Open Top Roll-Off Box: \$0  
Haul and disposal rate up to 4 tons: \$450.00  
Anything over 4 tons will be assessed at \$61.00/ton  
Monthly rent for 30-yard Open Top Roll-Off Box: \$0

2-yard Trash Container: \$0  
Service 2x a week / billed monthly: \$145.00  
Extra Pick Up: \$60.00  
Extra Yard Fee: \$20.00

6-yard Recycle Container: \$0  
Service 2x a week / billed monthly: \$225.00  
Extra Pick Up: \$60.00

**ATTACHMENT: SERVICE AGREEMENT AND RESOLUTION**

## **GENERAL SERVICE AGREEMENT**

**THIS GENERAL SERVICE AGREEMENT (the “Agreement”) dated this \_\_\_\_ day of April 2021,**

**BETWEEN:**

Morton College of 3801 S. Central Avenue, Cicero, IL 60804, USA  
 (“Client’)

**AND**

DisposAll Waste Services LLC of 5817 W. Ogden Avenue, Cicero, IL 60804, USA  
 (“Contractor”).

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide waste disposal and transportation services to the Client.
- B. The Contractor is agreeable to providing such waste disposal and transportation services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**Services Provided**

- 1. The Client hereby agrees to engage the Contractor to provide the Client with waste disposal and transportation services (“Services”).
- 2. The Services will also include any other tasks which the Parties may agree upon in writing. The Contractor hereby agrees to provide such Services to the Client.

**Term of Agreement; Termination**

- 3. The term of this Agreement will be from March \_\_, 2021 through March \_\_, 2024 (“Term”), unless earlier terminated under the provisions of this Agreement.
- 4. Either Party may terminate this Agreement by providing at least 30 days’ advanced written notice of termination to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, after written notice to the non-breaching Party and five (5) business days to cure the alleged material breach, the non-breaching Party may immediately terminate this Agreement and require the defaulting Party to indemnify the non-breaching Party against all reasonable damages directly caused by said material breach.
6. This Agreement may be terminated at any time by mutual written agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Parties will end upon the termination or expiration of this Agreement.

**Currency**

8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

**Compensation**

9. For the Services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

- Install and service a 30-yard self-contained compactor: \*\$0
- Monthly Rent for 30-yard self-contained compactor: \$275.00
- Haul Rate for 30-yard self-contained compactor: \$295.00
- Disposal Rate for 30-yard self-contained compactor: \$61.00/ton

\* In the event Client terminates this Agreement prior to expiration of the Term, as provided for in Paragraph 4, above the Client shall reimburse Contractor \$1,800.00 for the installation of the compactor, and \$2,500.00 for its removal. The Client acknowledges and agrees that the compactor unit and compactor box are, and at all times shall remain, the property of the Contractor.

30-yard Open Top Roll-Off Box: \$0  
Haul and disposal rate up to 4 tons: \$450.00  
Anything over 4 tons will be assessed at \$61.00/ton  
Monthly rent for 30-yard Open Top Roll-Off Box: \$0

2-yard Trash Container: \$0  
Service 2x a week / billed monthly: \$145.00  
Extra Pick Up: \$60.00  
Extra Yard Fee: \$20.00

6-yard Recycle Container: \$0  
Service 2x a week / billed monthly: \$225.00  
Extra Pick Up: \$60.00

Extra Yard Fee: \$20.00

The above listed prices shall increase by 3% each year (year 2 and year 3) following the initial year of this Agreement.

In the event the Parties agree to additional tasks in writing as provided in Paragraph 2 above, then the Parties shall further agree to additional Compensation for those additional Services.

10. The above Compensation includes all applicable sales tax and duties, as required by law.
11. Contractor will invoice Client on a monthly basis for all Compensation due hereunder. Client will process and pay such invoices in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

**Reimbursement of Expenses**

12. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that the Client has approved in writing in advance.
13. The Contractor will furnish vouchers to the Client for all such claimed expenses.

**Additional Resources**

14. The Contractor will provide and install the 30-yard self-contained compactor and compactor box at no cost to the Client. The compactor system and box are, and shall at all times remain, the property of the Contractor.

**Return of Property**

15. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Capacity/Independent Contractor**

16. a. Nothing in this Agreement shall be deemed, held or construed as creating an association, general partnership, employer-employee relationship, franchise or joint enterprise between the Client and Contractor. The parties shall have no control or supervision over each other's employees, contractors, managers, officers, directors, shareholders, representatives and affiliates (as applicable). Any advice given to Contractor by the Client regarding Contractor's Services under this Agreement shall be considered a suggestion only, not an instruction. Contractor is solely responsible for its own business expenses, including, without limitation, all federal, state and local taxes, payments or filings required to be paid, made or maintained in connection with any payments made to

pursuant to this Agreement as well as payroll and related taxes for its or employees, in any. The parties shall not withhold any taxes from any payments made to each other pursuant to this Agreement. The parties are not and shall not be obligated to make any periodic filings and payments required to be made in connection with any withholding taxes, FICA taxes, federal unemployment taxes, and any other federal, state or local taxes, payments or filings required to be paid, made or maintained in connection with any payments made pursuant to this Agreement. Contractor shall have no authority to bind the Client to any promise, agreement or representation, whether oral or written, unless specifically authorized in a writing bearing the signature of authorized representative of the Client.

b. Neither the Contractor nor its employees shall be eligible to participate in any benefits or programs sponsored or financed by Client for its employees, including, but not limited to, any insurance, profit sharing, workers' compensation, retirement, vacation, sick, or holiday programs and benefits.

### **Notice**

17. All notices, demands or other written communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Joseph Florio  
Morton College  
3801 S. Central Avenue, Cicero, IL 60804, USA  
Email: [joseph.florio@morton.edu](mailto:joseph.florio@morton.edu)

b. Elizabeth Christofylakis  
DisposAll Waste Services, LLC  
5817 W. Ogden Avenue, Cicero, IL 60804, USA  
Email: [echristofylakis@disposallwaste.com](mailto:echristofylakis@disposallwaste.com)

or to such other address as either Party may from time to time notify the other.

### **Hazardous Materials**

18. Client represents and warrants that it will not, without the prior written consent of Contractor, dispose of any Hazardous Materials in any compactor, roll-off box or any other container or receptacle supplied by Contractor. Client further represents and warrants that it will not, without the prior written consent of Contractor, request or cause contractor to haul any Hazardous Materials. For purposes of this Agreement, Hazardous Materials means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under applicable environmental laws; and (b) any petroleum or

petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

**Indemnification**

19. Each Party agrees to hold harmless and indemnify the other Party, and such other Party's officers, agents, trustees and employees, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the other Party and its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the Party, its officers, agents or employees, relating to the actions undertaken pursuant to this Agreement.
20. Client shall indemnify and hold harmless Contractor, and its officers, agents, and employees, against any losses, damages, judgments, claims, expenses, costs and liabilities arising from or related to the disposal of any Hazardous Materials in any compactor, roll-off box or container supplied by Contractor, or the hauling or transportation of any Hazardous Materials disposed of by Client without Contractor's express written consent.

**Insurance**

21. The Contractor will be required to maintain general commercial liability insurance including coverage for bodily injury, collision and property damage at a level that would be considered reasonable and customary in the industry of the Contractor based on the risk associated with the characteristics of this Agreement. All insurance policies will remain materially unchanged for the duration of this Agreement.

**Legal Expenses**

22. In the event that legal action is brought to enforce any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal fees and costs associated with the action.

**Modification of Agreement**

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by both Parties or an authorized representative of both Parties.

**Assignment**

24. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

---

**Entire Agreement**

25. This Agreement is the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein are superseded hereby.

**Inurement**

26. This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**Titles/Headings**

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Counterparts**

29. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile, .pdf, .tif or other electronic signature, each of which shall be deemed an original and all of which together shall be deemed one Agreement, as if each of the Parties had countersigned the same document in person and the signature to any counterpart may be appended to any other counterpart.

**Governing Law**

30. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions thereof, and exclusive venue shall be vested in the federal and state circuit courts located in Cook County, Illinois.

**Severability**

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid



and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

32. The waiver by either Party of a breach, default or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Force Majeure**

33. In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being further understood that both Parties shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

**Survival**

34. Paragraphs 19, 20, 22 and 30 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or earlier termination of this Agreement, will survive such expiration or earlier termination.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this \_\_\_ day of April 2021.

Morton College

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DisposAll Waste Services, LLC

By: Elizabeth Christofylakis

Title: Manager- Owner

Date: 3-4-21



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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Ana Valdez AS THE NEW Clerk of the Board WITH AN EFFECTIVE START DATE OF 7/1/21.

**RATIONALE:**

Ana Valdez is currently the Executive Assistant to the Provost and will be taking an additional position- Clerk of the Board. By combining the two positions the College will save close to \$67,652.00

**COST ANALYSIS:**

\$75,000

### **PROPOSED ACTION:**

*Approval of the Brick Kneewall/Backstop proposal/quote by Robert R. Andreas & Sons, Inc. in the amount of \$29,995.00 as submitted.*

### **RATIONALE:**

*To upgrade and improve the backstop for the Baseball Field.*

### **COST ANALYSIS:**

*\$29,995.00*

*Robert R. Andreas & Sons*

*Furnish all labor & material to install concrete walls 3' above grade X 3'6" below grade X 1' wide:*

*Baseball 1<sup>st</sup> base line – 66.8 linear feet*

*Baseball backstop – 42.9 linear feet*

*Baseball 3<sup>rd</sup> baseline – 67.5 linear feet*

### **ATTACHMENT:**

*Robert R. Andreas & Sons, Inc. Proposal/Quote*

August 18, 2021

Via email: [Christopher.wido@morton.edu](mailto:Christopher.wido@morton.edu)  
[Jason.nichols@morton.edu](mailto:Jason.nichols@morton.edu)

Jason Nichols  
Chris Wido  
Morton College Athletic Department  
3801 South Central Avenue  
Cicero Illinois 60804  
630.373.9747 – Chris

**CONTRACT – Revised 8/18/2021**

**Job Location:**  
**Goss Field**  
**3201 South Central Avenue**

**Job Descriptions**

We will furnish all labor & material to remove & replace the *U-shaped* concrete dugout trench foundation and slabs:

- Baseball away team is 6'4" x 37'5" x 6'4", home team is 7'5" x 35' x 7'5"

**Cost for this job.....\$29,995.00 plus permit fees**

- Softball away team is 7'5" x 26' x 7'5", home team is 6'10" x 25' x 6'10"

**Cost for this job.....\$19,995.00 plus permit fees**

We will furnish all labor & material to install concrete walls 3' above grade x 3'6" below grade x 1' wide:

- Baseball 1<sup>st</sup> base line – 66.8 linear feet
- Baseball backstop – 42.9 linear feet
- Baseball 3<sup>rd</sup> baseline – 67.5 linear feet

**Cost for this job.....\$29,995.00 plus permit fees**

- Softball 1<sup>st</sup> baseline – 45.7 linear feet
- Softball backstop – 19.8 linear feet
- Softball 3<sup>rd</sup> baseline – 45.3 linear feet

**Cost for this job.....\$20,000.00 plus permit fees**

**NOTE: ALL PRICING IS BASED ON PREVAILING WAGES**

Contract for Morton College  
Job Location: Goss Field, 3201 Central Avenue, Cicero Illinois  
Page 1 of 3



### **PROPOSED ACTION:**

*Approval of the Baseball Home & Visitor Dugouts proposal/quote by Robert R. Andreas & Sons, Inc. in the amount of \$29,995.00 as submitted.*

### **RATIONALE:**

*To upgrade and improve dugouts for the Baseball Field.*

### **COST ANALYSIS:**

*\$29,995.00*

*Robert R. Andreas & Sons*

*Furnish all labor & material to remove & replace the U-shaped concrete dugout trench foundation and slabs.*

*Baseball Away Dugout is 6'4" X 37'5" X 6'4"*

*Baseball Home Dugout is 7'5" X 35' X 7'5"*

### **ATTACHMENT:**

*Robert R. Andreas & Sons, Inc. Proposal/Quote*

August 18, 2021

Via email: [Christopher.wido@morton.edu](mailto:Christopher.wido@morton.edu)  
[Jason.nichols@morton.edu](mailto:Jason.nichols@morton.edu)

Jason Nichols  
Chris Wido  
Morton College Athletic Department  
3801 South Central Avenue  
Cicero Illinois 60804  
630.373.9747 – Chris

**CONTRACT – Revised 8/18/2021**

**Job Location:**  
**Goss Field**  
**3201 South Central Avenue**

**Job Descriptions**

We will furnish all labor & material to remove & replace the *U-shaped* concrete dugout trench foundation and slabs:

- Baseball away team is 6'4" x 37'5" x 6'4", home team is 7'5" x 35' x 7'5"

**Cost for this job.....\$29,995.00 plus permit fees**

- Softball away team is 7'5" x 26' x 7'5", home team is 6'10" x 25' x 6'10"

**Cost for this job.....\$19,995.00 plus permit fees**

We will furnish all labor & material to install concrete walls 3' above grade x 3'6" below grade x 1' wide:

- Baseball 1<sup>st</sup> base line – 66.8 linear feet
- Baseball backstop – 42.9 linear feet
- Baseball 3<sup>rd</sup> baseline – 67.5 linear feet

**Cost for this job.....\$29,995.00 plus permit fees**

- Softball 1<sup>st</sup> baseline – 45.7 linear feet
- Softball backstop – 19.8 linear feet
- Softball 3<sup>rd</sup> baseline – 45.3 linear feet

**Cost for this job.....\$20,000.00 plus permit fees**

**NOTE: ALL PRICING IS BASED ON PREVAILING WAGES**

Contract for Morton College  
Job Location: Goss Field, 3201 Central Avenue, Cicero Illinois  
Page 1 of 3



**PROPOSED ACTION:**

*Approval of the Netting proposal/quote by Do-All Fences, Inc. in the amount of \$28,840.00 as submitted.*

**RATIONALE:**

*To upgrade and improve the damaged netting for the Baseball Field backstop.*

**COST ANALYSIS:**

*\$28,840.00*

*Do-All Fences, Inc.*

*Total Height is 40' including 3' wall on bottom*

*Reuse existing black posts*

*Remove fencing and existing netting*

*Nylon 1 3/4" mesh (quantity 2)*

*Nylon 1 3/4" mesh 36" T X 42" W*

**ATTACHMENT:**

*Do-All Fences, Inc. proposa/quote*



# DO-ALL FENCE, INC.

11656 197TH ST.  
MOKENA, IL 60448  
PHONE (708) 596-1333  
DOALLFENCE@SBCGLOBAL.NET

PROPOSAL

PROPOSAL FOR Morton College

ADDRESS \_\_\_\_\_

LOCATION \_\_\_\_\_

TOTAL HEIGHT \_\_\_\_\_

POST SPACED \_\_\_\_\_

GAUGE \_\_\_\_\_

KNUCKLED ☐

BARBED ☐

DATE 7/22/21

SOURCE \_\_\_\_\_

OF LEAD \_\_\_\_\_

TELEPHONE \_\_\_\_\_

TOP RAIL	O.D.
LINE POSTS	O.D.
END POSTS	O.D.
CORNER POSTS	O.D.
WALK GATEPOSTS	O.D.
DRIVE GATEPOSTS	O.D.
GATE FRAME	O.D.

\* Baseball Field

## NOTES:

\* Reuse existing black posts.

\* Remove fencing (rail + posts)  
+ existing net

\* 4' wall done by others

\* price includes 1 ft rental

\* Total height is 40' including  
4' wall on bottom

QUAN.	
2	"Special rails"
2	#36 nylon 1 3/4" mesh
1	#36 nylon 1 3/4" mesh 36' x 42'

## TERMS:

CASH OR CHECK ON  
COMPLETION ☐

MAKE CHECK OR MONEY  
ORDER PAYABLE TO COMPANY  
ON HEADING OF THIS SALES  
CONTRACT.

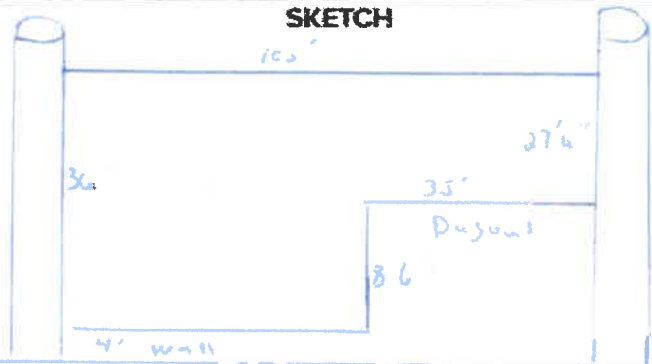
## TOTAL INCLUDING

TAX \$28846

## DOWN

BAL \$28,840

## SKETCH



\* We will run aircraft cable  
to attach netting to

## CONTRACT CONDITIONS IF ACCEPTED MORE OR LESS MATERIAL OTHER THAN CONTRACTED WILL BE DEBITED OR CREDITED AT CURRENT RATE.

ACCEPTANCE — THE ABOVE PROPOSAL WHEN ACCEPTED BY THE CREDIT  
DEPARTMENT AT ITS MAIN BECOMES A CONTRACT BETWEEN TWO PARTIES AND IS  
NOT SUBJECT TO CANCELLATION IN CASE PAYMENT IS NOT AS SPECIFIED IN (TERMS OF  
PAYMENT) THE COMPANY RESERVES THE RIGHT TO REPOSSESS ALL MATERIALS USED  
JOB WITH OUT RECOUSE. PROPERTY OWNER IS SOLELY RESPONSIBLE FOR LOCATING  
STAKING AND CLEARING FENCE. PURCHASER ALSO AGREES THAT THE COMPANY WILL  
NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY DAMAGE OF AN LURE TO UNDER  
GROUND WIRES, PIPES, SEWERS, CONDUITS, ETC.

NOTICE — IF CONTRACT IS CHARGED AFTER THE CREATION CREW DELIVERS  
THE MATERIAL THERE WILL \$20.00 PER HOUR CHARGED FOR LOST TIME. IF CONTRACT  
IS CANCELED A 25% CHARGE OF TOTAL CONTRACT PRICE WILL BE CHARGED. PAST  
DUE ACCOUNTS CHARGED INTEREST AT 15% ON ALL PAST DUE ACCOUNTS  
(30 DAYS FROM INVOICE DATE)

SALESMAN X M Z

ACCEPTED

## **PROPOSED ACTION:**

*Approval of the Limestone screening proposal/quote by Sportsfields, Inc. in the amount of \$29,500.00 as submitted.*

## **RATIONALE:**

*Ongoing maintenance to improve the Hawthorne Athletic Complex. Cost increase is due to additional improvements necessary to softball playing surfaces.*

## **COST ANALYSIS:**

*\$29,500.00*

*Sportsfields, Inc.*

*Clean existing roadway/walkway in between and next to field along the softball field and to the north end of dugout.*

*To spray all existing vegetation*

*To remove all weeds and grass from area*

*To spread limestone screening at a depth of 3"-4"*

*To grade*

*To compact*

## **ATTACHMENT:**

*Sportsfields, Inc. Proposal/Quote*



12200 S. Shirley • Alsip, IL 60803 • Phone: (708) 371-0917 • Fax: (708) 371-0108

June 21, 2021

Morton College

Attn: Chris

RE: Fields, summer 2021

RE: Common area, clean up

Pursuant to our conversations at the site last week Sportsfields, Inc. submits this proposal for your review. All work to be scheduled upon approval of this proposal.

Sportsfields, Inc to clean the site including the following:

1. Sportsfields, Inc. to clean existing roadway/walkway in between and next to fields along the 1<sup>st</sup> baseline/softball and the 3<sup>rd</sup> base line/to north end of dugout,
2. Sportsfields, Inc. to spray all existing vegetation,
3. Sportsfields, Inc. to remove all weeds and grass from area,
4. Sportsfields, Inc. to spread limestone screenings at a depth of 3-4",
5. Sportsfields, Inc. to grade,
6. Sportsfields, Inc. to compact,

Total cost..... \$ 29,500.00

Excludes.....

- A. REMOVAL OF THE EXSITNG BUILDING ON SITE,
- B. Removal of any hazardous materials,
- C. Removal of the existing blacktop

This cost will remain for the next 45 days. Cost subject to change if the project is not completed by August 30, 2021

Respectfully submitted for your review,

James Walsh

**PROPOSED ACTION: THAT THE BOARD APPROVE THE LOWEST RESPONSIBLE BIDDER FOR THE GYMNASIUM ACOUSTICS PROJECT TO LODESTRO CONSTRUCTION COMPANY IN THE AMOUNT OF \$99,000, AS SUBMITTED.**

**RATIONALE:**

**COST ANALYSIS:**

LoDestro Construction : \$99,000  
Reed Construction: \$118,771  
Toler Construction: \$ 129,300  
Boller Construction: \$170,200  
Troop Contracting: \$176,000

**ATTACHMENT: LETTER OR RECOMMENDATION FROM ARCHITECT,  
BID DOCUMENTS FROM LODESTRO CONSTRUCTION**



DEMONICA KEMPER ARCHITECTS

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

August 18, 2021

Dr. Stan Fields, President  
Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

Re: Morton College  
Gymnasium Acoustics  
Letter of Recommendation to Award a Construction Contract

Dear Dr. Fields:

Bids were received on the above referenced project at Morton College at 1:00 pm on August 18, 2021. Ten (10) bidders were Bidders of Record and five (5) bids were received.

Demonica Kemper Architects has reviewed the qualifications and scope of work with the low bid contractor, LoDestro Construction and has found no evidence which would disqualify them from being awarded the contract for this work. Demonica Kemper Architects, therefore, recommends that the Board of Trustees of Morton College consider awarding the contract for construction to:

**LoDestro Construction Company**  
**211 E. Ontario St. Suite 500**  
**Chicago, IL 60611**

The contract amount shall include the Base Bid, without either Alternate for a total contract amount of **\$99,000.00**, and all Work shall be substantially complete as indicated in the bidding documents

If you have any questions concerning the bidding of the Morton College Gymnasium Acoustics project, please do not hesitate to call. We look forward to working with the College toward the successful completion of this project.

Sincerely,

Dominick Demonica, AIA, NCARB, LEED AP  
Principal

Attachments: Bid Tabulation Form

Bidder	Bid Documents Submitted								Bid Amounts Submitted		
	00 41 13	00 43 13	00 43 25	00 45 19	00 45 85	00 45 87	00 45 88	00 45 89	Base Bid	Alternate 1 (DEDUCT)	Alternate 2 (ADEDUCT)
All Construction Group											
Boller Construction Company	x	x	x	x	x	x	x	x	\$170,200.00	\$0.00	-\$34,000.00
Empire Construction											
Kandu Construction											
LoDestro Construction	x	x	x	x	x	x	x	x	\$99,000.00	\$0.00	-\$30,000.00
Metropolitan Corp											
Reed Construction	x	x	x	x	x	x	x	x	\$118,771.00	\$0.00	-\$34,000.00
Stukey Construction											
Toler Construction	x	x	x	x	x	x	x	x	\$129,300.00	\$0.00	-\$33,680.00
Troop Contracting, Inc	x	x	x	x	x	x	x	x	\$176,000.00	\$0.00	-\$49,800.00

**Alternate 1: DEDUCT** from the Lump Sum Base Bid to eliminate the liquidated damages cause from the contract.

**Alternate 2: DEDUCT** from the Lump Sum Base Bid to eliminate the new perforated metal panel work from the south wall of the gymnasium

**00 41 13:** Bid Form  
**00 43 13:** Bid Bond  
**00 43 25:** Substitution Sheet

**00 45 19:** Bidder Eligibility & Non-Collusion Affidavit  
**00 45 85:** Certificate of Compliance with Illinois Drug-Free Workplace  
**00 45 87:** Certificate of Compliance with Illinois Human Rights Act  
**00 45 88:** Certificate Regarding Criminal Background Investigations  
**00 45 89:** Authorization for Criminal Background Investigation

**PROPOSED ACTION: THAT THE BOARD APPROVE THE LOWEST RESPONSIBLE BIDDER FOR THE GYMNASIUM ACOUSTICS PROJECT TO LODESTRO CONSTRUCTION COMPANY IN THE AMOUNT OF \$99,000, AS SUBMITTED.**

**RATIONALE:**

**COST ANALYSIS:**

LoDestro Construction : \$99,000  
Reed Construction: \$118,771  
Toler Construction: \$ 129,300  
Boller Construction: \$170,200  
Troop Contracting: \$176,000

**ATTACHMENT: LETTER OR RECOMMENDATION FROM ARCHITECT,  
BID DOCUMENTS FROM LODESTRO CONSTRUCTION**



DEMONICA KEMPER ARCHITECTS

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

August 18, 2021

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Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

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Sincerely,

Dominick Demonica, AIA, NCARB, LEED AP  
Principal

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	00 41 13	00 43 13	00 43 25	00 45 19	00 45 85	00 45 87	00 45 88	00 45 89	Base Bid	Alternate 1 (DEDUCT)	Alternate 2 (ADEDUCT)
All Construction Group											
Boller Construction Company	x	x	x	x	x	x	x	x	\$170,200.00	\$0.00	-\$34,000.00
Empire Construction											
Kandu Construction											
LoDestro Construction	x	x	x	x	x	x	x	x	\$99,000.00	\$0.00	-\$30,000.00
Metropolitan Corp											
Reed Construction	x	x	x	x	x	x	x	x	\$118,771.00	\$0.00	-\$34,000.00
Stukey Construction											
Toler Construction	x	x	x	x	x	x	x	x	\$129,300.00	\$0.00	-\$33,680.00
Troop Contracting, Inc	x	x	x	x	x	x	x	x	\$176,000.00	\$0.00	-\$49,800.00

**Alternate 1: DEDUCT** from the Lump Sum Base Bid to eliminate the liquidated damages cause from the contract.

**Alternate 2: DEDUCT** from the Lump Sum Base Bid to eliminate the new perforated metal panel work from the south wall of the gymnasium

**00 41 13:** Bid Form  
**00 43 13:** Bid Bond  
**00 43 25:** Substitution Sheet

**00 45 19:** Bidder Eligibility & Non-Collusion Affidavit  
**00 45 85:** Certificate of Compliance with Illinois Drug-Free Workplace  
**00 45 87:** Certificate of Compliance with Illinois Human Rights Act  
**00 45 88:** Certificate Regarding Criminal Background Investigations  
**00 45 89:** Authorization for Criminal Background Investigation

**SECTION 00 41 13 - BID FORM**

To: Morton College  
3801 South Central Avenue  
Cicero, IL 60804

Project: Gymnasium Acoustics

Date: 2021.08.17

Submitted by:  
(Full name)

Lo Destro Construction Company

211 E Ontario, Suite 500, Chicago, IL 60611

(full address)

**PART 1 - OFFER**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the Classroom Building Addition and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the subdivision of work stated above in accordance with the bidding documents for the following sums:

**Base Bid:**

We have included herewith the Security Deposit as required by the Instructions to Bidders.

All federal taxes, State of Illinois taxes, and local municipal taxes as applicable are included in the Bid Sum.

The Bidder agrees to perform the work for the lump sum amount of:

TOTAL BASE BID \$ 99,000.00 (in figures)

NINETY NINE THOUSAND DOLLARS (in words)

**Allowances:**

The undersigned hereby states that all allowance amounts, as described in Section 01 21 00, are included in the Total Base Bid proposal amount listed above.

**Alternate Bids:**

The undersigned hereby states the net amount deducted from the Lump Sum Base Bid for the following Alternates as described in Section 01 23 00.

**Alternate No. 1:** State the amount to be deducted from the Lump Sum Base Bid for eliminating the

Liquidated Damages clause from the contract.

TOTAL ALTERNATE NO. 1 \$ 0.00

**Alternate No. 2:** State the amount to be deducted from the Lump Sum Base Bid to eliminate the new perforated metal panel work on the south wall the gymnasium. Include the furring work shown on detail 5/A9.01 as part of the deduct alternate.

TOTAL ALTERNATE NO. 2 \$ 30,000

## PART 2 - ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, we will:

- A. Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B. Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in the Supplementary Conditions.
- C. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Supplementary Conditions.
- D. Commence work as established by the written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Security Deposit shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## PART 3 - CONTRACT TIME

If the Bid is accepted, we will:

Complete the work in manner consistent to meet the requirements of the schedule.

Contractor has examined the Schedule included in these documents and takes no exception, or records the following exceptions:

None

## PART 4 - CONTRACTOR'S FEES FOR CHANGES IN THE WORK

Lump Sum of Time and Materials Changes: We the undersigned bidder agree that the following percentages for overhead and profit shall be added to job costs for the net amount of work added to or deleted from the contract by written lump sum or time and material change orders recommended by the Engineer and approved by the Owner:

Add to net extra for job costs for additional work performed by:

Our own forces 15%

Our subcontractor 5% (including assigned subcontractors)

Note: Insurance, bond, and taxes are considered as job cost items and are included in the percentages listed above.

#### PART 5 - ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

#### PART 6 - MINORITY/FEMALE BUSINESS ENTERPRISE PARTICIPATION

Bidder shall include below the names of **all subcontractors** who will perform any portion of the Work associated with this project; and identify if the subcontractor is an MBE or FBE.

Name, Subcontractor	Proposed Contract Value	MBE	FBE
<del>Alpine Acoustics</del>	\$ _____	_____	_____
<del>Huff Company</del>	\$ _____	_____	_____
INTERNATIONAL DECORATORS	88,000	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

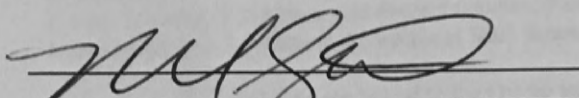
PART 7 - BID FORM SIGNATURE(S)

The Corporate Seal of:

Lo Destro Construction Company

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

  
(Authorized signing officer)

PROJECT EXECUTIVE  
(Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION 00 41 13

# AIA Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Lo Destro Construction Company  
211 E. Ontario Suite 500  
Chicago, IL 60611

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company Of America: Connecticut Corporation  
One Tower Square  
Hartford, CT 06183

### OWNER:

(Name, legal status and address)

Morton College  
3801 South Central Avenue  
Cicero, IL 60804

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Ten Percent of the Amount of Bid----- (--10%--)

### PROJECT:

(Name, location or address, and Project number, if any)

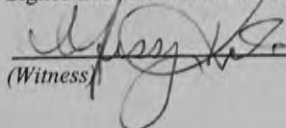
Morton College Gymnasium Acoustics at 3801 South Central Avenue, Cicero, IL 60804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

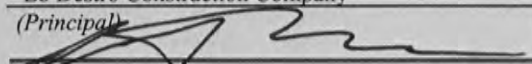
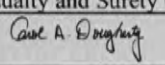
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of August, 2021.

  
(Witness)

See Attached Jurat  
(Witness)

Lo Destro Construction Company  
(Principal)  (Seal)  
(Title)  
Travelers Casualty and Surety Company Of America  
(Surety)   
(Title) Carol A. Dougherty, Attorney In Fact



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

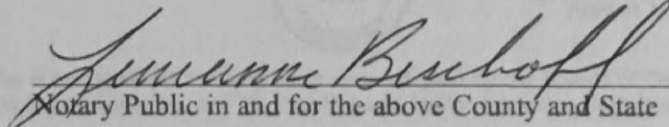


Surety Company Acknowledgement

STATE OF ILLINOIS  
COUNTY OF COOK

SS:

On this 18th day of August, 2021, before me personally appeared Carol A. Dougherty, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the **Attorney in Fact** of Travelers Casualty and Surety Company of America the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

  
Notary Public in and for the above County and State

My Commission Expires: 4/22/22





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Carol A Dougherty** of **SCHAUMBURG** Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

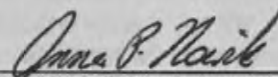
By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

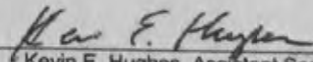
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of August, 2021.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**SECTION 00 43 13 – BID BOND**

ATTACHED

**1.1 BID BOND INFORMATION**

- A. KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ corporation duly organized under the laws of the State of Illinois as Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
- B. WHEREAS, the Principal has submitted a bid for: \_\_\_\_\_
- C. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.
- D. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.
- E. \_\_\_\_\_  
(Principal)  
(Seal)
- F. \_\_\_\_\_  
(Witness)  
(Title)
- G. \_\_\_\_\_  
(Surety) (Seal)

**END OF SECTION 00 43 13**

## SECTION 00 43 25 – SUBSTITUTION SHEET

### 1.1 SUBSTITUTION INFORMATION

- A. All bids shall be based upon the provisions of the proposed Contract Documents.
- B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.
- C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.
- D. Complete descriptions and technical data shall accompany all proposed substitutions.
- E. Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered.

F.	PRODUCT SPECIFIED & PROPOSED AMOUNT	ADD/DEDUCT
1.	None	
2.		
3.		
4.		
5.		
6.		
7.		
8.		

- G. Name of Bidder:  
Lo Destro Construction Company
- H. Date:  
2021.08.17

END OF SECTION 00 43 25

**SECTION 00 45 19 – BIDDER ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT**

A. Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

B. The following certification must be signed and submitted with bidder's bid proposal.  
**FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**

1. (Name of Contractor) Lo Destro Construction Company  
as part of its bid on Contract for (Name of Project)  
Morton College - Gym Acoustics

hereby certifies that said contractor is not barred from bidding on the  
aforementioned contract as a result of a violation of either Section 33E 3 or  
33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

2. The undersigned further certifies and affirms that this proposal was prepared  
independently for this project and that it contains no fees or amounts other than  
for legitimate execution of this work as specified and that it includes no  
understandings or agreements in restraint of trade.

C. Lo Destro Construction Company  
(Firm Name)

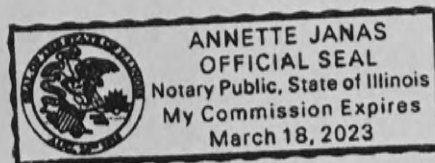
D. Nick Santarelli  
(Name of Authorized Agent of Contractor)

E. [Signature]  
(Signature of Authorized Agent of Contractor)

F. Subscribe and sworn to before me this 17<sup>th</sup> day of August, 2021

G. [Signature]  
(Signature of Notary Public)

H. Notary Seal:



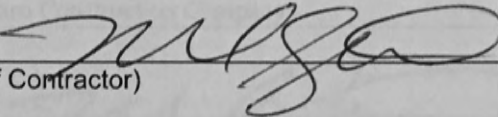
**END OF SECTION 00 45 19**

**SECTION 00 45 85 – CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE**

**1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE ACT INFORMATION**

A. Lo Destro Construction Company, Contractor, having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that it shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and, further certified, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

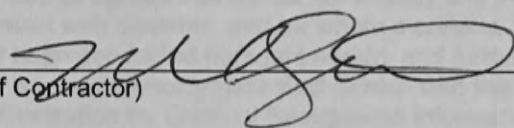
B. Firm Name: Lo Destro Construction Company

C. By: Nick Santarelli   
(Authorized Agent of Contractor)

**END OF SECTION 00 45 85**

**SECTION 00 45 87 – CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

**1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

- A. Lo Destro Construction Company, Contractor,  
does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she,  
it) has adopted a written sexual harassment policy that includes at a minimum the  
following information: (i) the illegality of sexual harassment; (ii) the definition of sexual  
harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples;  
(iv) an employer's internal complaint process, including penalty; (v) the legal recourse,  
investigative and complaint process available through the Department of Human Rights  
Commission; (vi) directions on how to contact the Department and Commission; and (vii)  
protection against retaliation as provided by Section 6-101 of the Illinois Human Rights  
Act.
- B. Firm Name: Lo Destro Construction Company
- C. By: Nick Santarelli   
(Authorized Agent of Contractor)

**END OF SECTION 00 45 87**



## SECTION 00 45 88 – CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

### 1.1 CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

A. Lo Destro Construction Company, Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual abuse), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et. seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et. seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with students, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Trustees to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the college. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

B. By: Nick Santarelli 

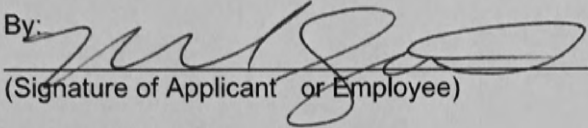
C. Its: Project Executive

D. Dated: 2021.08.17

END OF SECTION 00 45 88

**SECTION 00 45 89 – AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION**

**1.1 AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION INFORMATION**

- A. The undersigned hereby authorizes the Board of Trustees, Morton College, Cook County, Illinois to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/1--21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.
- B. By: Nick Santarelli  
(Printed/Typed Name of Applicant Employee)
- C. By:   
(Signature of Applicant or Employee)
- D. Dated: 2021.08.17
- E. NOTE: SIGNATURE NOT REQUIRED FOR SUBMITTAL WITH BID; THIS FORM IS REFERRED TO IN DOCUMENT 000488 FOR USE WITH EMPLOYMENT APPLICATIONS.

**END OF SECTION 00 45 89**

**PROPOSED ACTION:**

THAT THE BOARD APPROVE THE ARTICULATION AGREEMENT WITH BENEDICTINE UNIVERSITY

**RATIONALE:**

To have an articulation agreement in place with Benedictine University with a cooperative relationship between Morton and BU to offer a degree completion program for BU's BSN Degree

**COST ANALYSIS:** N/A

**ATTACHMENT:** SIGNED AGREEMENT AND



**A RESOLUTION APPROVING AND ADOPTING  
AN ARTICULATION AGREEMENT  
BETWEEN  
MORTON COLLEGE  
AND  
BENEDICTINE UNIVERSITY**

**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 has a program of study leading to an Associate Degree in Nursing (the “Program”); and

**WHEREAS**, Benedictine University (“BU”) offers a Bachelor of Science degree in Nursing (“BSN Degree”); and

**WHEREAS**, Morton desires to enter into an Articulation Agreement with BU (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit A, to form a cooperative relationship between Morton and BU to offer a degree completion program for BU’s BSN Degree; and

**WHEREAS**, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement with BU.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Community College District No. 527 that:

**Section 1.     Incorporation of Preambles.**

The Board hereby finds that all of the recitals contained in the preambles to this resolution

are full, true, and correct and do hereby incorporate them into this Resolution by reference.

**Section 2. Purpose.**

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

**Section 3. Authorization.**

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

**Section 4. Renewal.**

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

**Section 5. Headings.**

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

**Section 6. Severability.**

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

**Section 7. Superseder.**

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

**Section 8. Effective Date.**

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

[INTENTIONALLY BLANK]

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this  
\_\_\_\_ day of August, 2021.

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

Attest:

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

**EXHIBIT A**

**Agreement between Morton College and Benedictine University**  
**(Associate Degree in Nursing Program and Bachelor of Science in Nursing Degree Program)**

This Articulation Agreement (the "Agreement") is entered into this 1st day of April, 2021 ("Effective Date") by and between **Morton College**, Illinois Community College District 527, with its campus located in Cook County, Illinois ("MC"), and **Benedictine University**, an Illinois not-for-profit corporation with its principal campus located at 5700 College Road, Lisle, Illinois ("BenU"). MC and BenU are sometimes hereinafter referred to individually as "party" and together as "parties" under this Agreement.

**RECITALS**

**WHEREAS**, MC and BenU wish to form a cooperative relationship through this Agreement to better accommodate MC students by offering a degree completion program for BenU's Bachelor of Science in Nursing degree (the "BSN Degree"), with a seamless transfer experience, for MC students completing an Associate in Applied Science Degree in Nursing ("the AAS Degree"); and

**WHEREAS**, the parties have agreed this degree completion program for the BSN Degree (the "RN to BSN Program") will be structured as follows: (i) MC students who have earned an AAS Degree will be eligible for acceptance by BenU into the RN to BSN Program (with junior year status); (ii) the first phase of the Program will require the completion of a total of eighty-six (86) semester credit hours for students who have earned an AAS Degree, which shall include the specific courses listed in the Academic Plan which is part of this Agreement and attached hereto as Attachment A; and (iii) upon completing the above requirements at MC, students will enroll in BenU courses to be provided at MC's campus, for the additional courses required for the BSN Degree as listed in Attachment A; and

**WHEREAS**, through completing the academic requirements specified in this Agreement (including the attached Attachment A), students may earn both an AAS Degree from MC, as well as a BSN Degree from BenU, in the optimal time; and

**WHEREAS**, the parties desire to state the terms under which BenU will provide the RN to BSN Program in affiliation with MC.

**NOW, THEREFORE**, it is understood and agreed to by the parties as follows:

**A. PROGRAM POLICIES AND ADMINISTRATION**

1. **Transfer Credit Hours.** All transferable courses must be at the college level (and will be subject to applicable BenU policies). The approved list of MC courses for the AAS Degree program included in this Agreement is set forth in an Academic Plan which is attached to this Agreement as Attachment A and which by this reference is incorporated into and made a part of this Agreement. For the avoidance of doubt, students who graduated from MC and enrolled at other institutions also may be considered for admission to the RN to BSN Program, and must complete all prerequisites as well as thirty-four (34) semester credit hours from BenU needed for the BSN Degree.

2. **Student Prerequisites.** Prior to enrolling in the RN to BSN Program, MC students must complete the AAS Degree program at MC and also must complete the additional courses listed in the Academic Plan (that is, courses in addition to the courses required by MC for the AAS Degree as such), and must hold a current, valid Illinois RN license. MC students are required to have a cumulative 2.500/4.000 Grade Point Average (GPA) to be accepted by BenU for transfer to the RN to BSN Program, and upon enrollment in the RN to BSN Program, students will be subject to all applicable BenU academic policies and procedures. The RN to BSN Program is offered for MC adult students age 21 or older as of the date of their first enrollment in a BenU course offered as part of the RN to BSN Program. All courses listed in Attachment A that are designated with an asterisk(\*) must be completed with a grade of 'C' or higher. BenU reserves the right to change Attachment A for the RN to BSN Program, in its sole discretion, with appropriate advanced written notice to MC.

3. **BenU Bachelor's Degree.** BenU will award the BSN Degree to graduates of MC with the AAS Degree included in this Agreement who also have completed the additional courses listed in Attachment A, and the required thirty-four (34) credit hours from BenU (as also listed in Attachment A). For the BSN Degree pursuant to this Agreement, a total of 120 semester credits is required for students who earned the AAS Degree. BenU's award of the BSN Degree to any student shall be in accordance with BenU's applicable academic procedures including without limitation its degree audit process, the requirements in the applicable BenU academic catalog, and any subsequent changes made officially by BenU in its requirements for the BSN Degree. The degree completion coursework offered by BenU on MC's campus will be delivered in a variety of instructional formats and time frames such as accelerated cohort, and blended courses, at BenU's sole discretion. Minimum class size for BenU classes held at MC will be ten (10) students. In any cohort offered by BenU at MC for students in the RN to BSN Program, BenU may enroll other students, including but not limited to MC students who are not enrolled in the RN to BSN Program and students who have graduated from institutions other than MC, provided that: (i) no MC student who meets the criteria for enrollment in the RN to BSN Program is denied a seat in the cohort, and (ii) BenU will co-operate with MC and make good faith efforts to seat in each cohort as many MC students as reasonably practical, consistent with the eligibility criteria of the RN to BSN Program and the terms of this Agreement.

4. **Financial Aid.** For MC students who have completed an AAS Degree in accordance with the academic requirements specified in this Agreement and are accepted by BenU for the RN to BSN Program, the degree-seeking program in which these students will be enrolled shall be the RN to BSN Program.

a. For purposes of financial aid (state or federal) for such students for courses offered by MC and required under Attachment A as additional courses at MC beyond those required for the AAS Degree, BenU will process financial aid through an administrative agreement (commonly referred to as "consortium agreement") with MC. The parties will cooperate reasonably to determine mutually agreeable terms for such a consortium agreement that will be in accordance with commonly-accepted practices in higher education and in full compliance with all regulatory and legal requirements. Additionally, MC shall provide to BenU student

enrollment data (including without limitation course adds/drops, and withdrawals from the Program) on a sufficiently timely basis so that BenU is able to comply with applicable state and federal reporting requirements (such as through the National Student Clearinghouse).

b. Financial aid for students in the RN to BSN Program for courses offered by BenU will be processed directly by BenU.

5. **Admission.** Students who are enrolled in, or have completed the AAS Degree at MC can be considered for admission to the RN to BSN Program. Students should apply for admission to the BenU RN to BSN Program upon completion of the first year of the MC AAS Degree Program.

6. **Billing.** BenU and MC will be responsible for billing the student for the respective courses taken at each institution. Students who are delinquent in their payment of tuition and fees to either BenU or MC will be blocked from further registration at both institutions until payment is received. BenU and MC will promptly provide each other with all information regarding such delinquencies, as is reasonably necessary, to meet this mutual obligation.

7. **Scope.** All provisions of this Agreement apply only to the RN to BSN Program, and without limiting the generality of the foregoing, this Agreement applies only to BenU's offering the BSN Degree on site at MC and to the students admitted specifically into the RN to BSN Program, and none of the terms of this Agreement are applicable outside of the RN to BSN Program.

## **B. ADVISING**

1. MC and BenU will provide advising services for interested students. Such services may include but are not limited to on-site presentations, on-site advising sessions, telephone advising, interactive videos, and computerized and/or website communications.

2. BenU will provide on-site advisors at regularly scheduled times to meet with and advise students.

3. BenU will provide students with advising materials, including Academic Plans specific to the BSN Degree and the RN to BSN Program. MC students will be notified of the option for enrollment in the online delivery modality.

## **C. SPECIFIC SERVICES MC WILL PROVIDE TO BENU**

1. **Website.** MC will post information on the MC website promoting the RN to BSN Program option. MC will list BenU on its website, and in its catalogs, as an affiliated organization.

2. **Promotion and Recruitment.** MC will promote and recruit students by distributing printed materials and advising current and potential students of this Agreement.

3. **Advising and Administrative Space.** MC will provide classroom (or other



appropriate) space, at no charge or cost, for BenU advising sessions with current and potential students, and office space for BenU Admissions, Advising and Financial Aid staff to provide BenU services related to students who are applying and/or being admitted to the Program. Such space will include at least the same level of information technology (including but not limited to internet connectivity and IT staff support) and building security, maintenance and custodial service as MC provides for its own staff functions in the facility. The parties agree to cooperate reasonably with respect to access to and selection of this space for BenU.

4. **Classrooms.** MC will provide classroom space for BenU classes (as specified in this Agreement) at no charge or cost on MC's main campus. The instructional space will include at least the same level of information technology (including but not limited to internet connectivity and IT staff support), and building security, maintenance and custodial service as MC provides for its own classes in the facility. The parties agree to cooperate reasonably with respect to scheduling and selecting instructional space to be provided to BenU. Without limiting the generality of the foregoing, MC will use its best efforts to provide instructional space:

- a. in a nursing lab, for the Health Assessment class in the RN to BSN Program; and
- b. with the technology capabilities of a 'smart classroom' for all other classes in the RN to BSN Program (including but not limited to a projection screen, ceiling-mounted data/video projector, network port, and document camera, and a personal computer or laptop with CD/DVD drive and equipped with all necessary software to operate all other IT equipment in the classroom).

5. **Exclusivity.** MC hereby provides BenU the exclusive right to offer the RN to BSN Program on the MC campus during the term of this Agreement. MC represents that it can provide BenU the foregoing exclusive right without violating MC's charter, applicable law, or any obligation owed by MC to any third party and that MC has not (and will not) enter into any arrangements with any other institution(s) that will violate BenU's exclusivity, so long as this Agreement remains in effect.

6. **Representative.** MC shall designate an individual to serve as a representative for the purpose of monitoring this Agreement. MC shall notify BenU of the person's name and contact information in writing as soon as practicable following the execution of this Agreement.

#### **D. SPECIFIC SERVICES BENU WILL PROVIDE TO MC**

1. **Printed Materials.** BenU will provide printed information on the RN to BSN Program for MC students seeking information on bachelor's degree completion.

2. **Promoting the Program.** BenU will provide MC with marketing materials necessary to advertise and promote this partnership and the RN to BSN Program and Articulation Agreement.

3. **Website.** BenU will list MC as an affiliated organization on its website and other appropriate printed and electronic material.

4. **Reduced Tuition.** BenU will charge tuition for the RN to BSN Program courses at a reduced rate of Three Hundred Ninety & 00/100 Dollars (\$390.00) per semester credit hour for hybrid delivery at the MC campus and Four Hundred Fifteen Dollars & 00/100 Dollars (\$415.00) per semester credit hour for online delivery. BenU reserves the right to increase such tuition rate, in the same percentage amount as any increase BenU implements in its undergraduate tuition rate of general applicability, but the tuition for the RN to BSN Program will not exceed the highest undergraduate tuition rate charged at any Illinois public four-year college or university. Students enrolled in the RN to BSN Program will not be eligible for additional BenU-funded grants and scholarships, with the exception of nursing student specific scholarships. Students in the RN to BSN Program will be restricted to enrolling only in the BenU courses offered on-site at MC. Any exceptions for individual students will be determined exclusively by and in the sole discretion of BenU.

5. **No Additional Fees.** No transcription fee shall be charged for accepting the credits earned in the third year of study at MC. BenU will require MC students to provide official MC transcripts for BenU admission.

6. **Course Cycle.** BenU will develop and maintain a course cycle for MC students admitted to BenU under the terms of this Agreement.

7. **Representative.** BenU shall designate an individual to serve as a representative for the purpose of monitoring this Agreement. BenU shall notify MC of the person's name and contact information in writing as soon as practicable following the execution of this Agreement.

#### **E. ADDITIONAL PROGRAM TERMS**

1. **Confidential and Proprietary Material.** The parties agree that all confidential or proprietary information disclosed by either party to the other party, including without limitation personally identifiable student information and confidential financial information, is "Confidential" and shall remain so during the term of this Agreement and thereafter. The parties expressly acknowledge that all exchange of personally identifiable information about students is consistent with and permitted by their respective policies and procedures for disclosure of personally identifiable information from students' education records to academic officials who have a legitimate educational interest in such information and is fully in accord with the Family Educational Rights and Privacy Act.

2. **Accreditation.** Both parties shall maintain all necessary and required accreditations, including state and regional accreditations, with the appropriate accreditation agencies (and for purposes of this section E-2, "accreditation" shall be deemed to include MC's requirement to maintain approval by the Illinois Department of Financial and Professional Regulation for MC's AAS Degree program, as well as BenU's requirement to maintain accreditation by the Commission on Collegiate Nursing Education for BenU's BSN Degree program.) In the event either party's accreditation is revoked or otherwise limited, this Agreement may be terminated immediately upon written notice by the other party. In the event of such termination for loss of either party's accreditation, representatives of MC and BenU shall promptly meet to determine if the institution which remains appropriately accredited is able to reasonably accommodate all

participating students in order to mitigate the adverse impact of lost accreditation on such students. Any additional costs of such accommodations shall be paid by the institution that lost accreditation provided such costs were agreed to in writing in advance by the parties as part of a mutually agreed accommodation plan.

3. **Trademarks/Service Marks.** BenU and MC may use the other party's name or logo in published materials (*i.e.*, website and catalog) to reference this Agreement. BenU grants to MC a non-exclusive license to use BenU's trademarks, service marks, trade names and logos (the "BenU Marks") in any advertising, marketing or promotional materials in connection with MC's marketing and promotion of academic courses and programs pursuant to this Agreement. MC grants to BenU a non-exclusive license to use MC's trademarks, service marks, trade names and logos (the "MC Marks") in any advertising, marketing or promotional materials in connection with BenU's marketing and promotion of academic courses and programs pursuant to this Agreement.

Notwithstanding the foregoing or any other term of this Agreement, the use by one party of the other party's name and logo in combination must be approved by such other party in writing prior to any release or publication. The request for use of a party's Marks shall not be unreasonably delayed or withheld. MC shall direct requests for approval of any marketing or promotional materials regarding the cooperation established by the parties under this Agreement and any proposed use of the BenU Marks to BenU's Office of Marketing and Communications to the attention of the Executive Director of Marketing and Communications or such other point of contact as may be designated in writing by BenU. BenU shall direct requests for approval of any marketing or promotional materials regarding the cooperation established by the parties under this Agreement and any proposed use of the MC Marks to MC's Office of Institutional Advancement to the attention of the Executive Director of Institutional Advancement/FOIA Officer or such other point of contact as may be designated in writing by MC.

Either party shall have the right to withdraw its prior approval for any use of its Marks and in such event, the other party agrees to take reasonable steps to cease use of the objected to material as soon as possible. The licenses granted herein are personal to the licensed party and shall not include the right of the licensed party to grant sub-licenses to others.

Upon termination of this Agreement, each party will promptly cease and desist from its use of the other party's name and Marks in any and all electronic and/or written materials of any kind (except as may be necessary or appropriate for compliance purposes with respect to activities that either party undertook pursuant to this Agreement, and further except as either party may have authorization for such use through any separate agreement between the parties), and shall refrain from representing orally or in writing, that it is affiliated with the other party pertaining to the subject matter of this Agreement.

4. **Mutual Indemnification.** Each party agrees to hold harmless and indemnify the other party, and such other party's officers, agents, trustees and employees, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the other party and its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or

omissions of the party, its officers, agents or employees, relating to the actions undertaken pursuant to this Agreement.

5. **Insurance.** Each party shall maintain, either commercially or through a self-insurance program, professional and general liability insurance for personal injury and property damage caused by negligent acts or omissions of its employees, agents and officers in minimum coverage amounts of \$1,000,000 per occurrence or \$4,000,000 in aggregate. Upon request, certificates of insurance shall be provided by each party naming the other as an additional insured for the purposes of this Agreement.

6. **Term and Termination.** This Agreement shall become effective on the date of execution by both parties and shall continue for an initial term of four (4) years, unless terminated earlier in accordance with this Agreement. BenU or MC may terminate this Agreement, for any reason, by providing 180 days' advance written notice to the other institution's president or chief academic officer. *Provided, however,* that termination by either party must be accompanied by a plan to allow all currently enrolled students to complete their program of study and obtain their degree as contemplated under the terms of this Agreement (and which plan also must be otherwise compliant with all applicable regulatory requirements).

7. **Notices.** All notices and other communications under this Agreement shall be given in writing and shall be deemed to have been given as of the date of delivery, and must be sent by registered or certified mail properly addressed, postage pre-paid, return receipt requested or by expedited or personal delivery to the following or to such other address as either party provides from time to time:

If to Morton:

Attn: Academic Affairs  
Morton College  
3801 S. Central Ave.  
Cicero, IL 60804

If to Benedictine:

Attn: Academic Affairs  
Benedictine University  
5700 College Road  
Lisle, IL 60532

With a copy to:

Attn: Nancy Stoecker, Esq.  
Chief Legal and Risk Management Officer,  
Benedictine University  
5700 College Road  
Lisle, Illinois 60532

## **F. ADDITIONAL TERMS**

1. **Entire Agreement.** This Agreement is the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior

agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein are superseded hereby.

2. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, supplemented or changed in any way and no provision may be waived except in writing, signed by the parties and attached hereto as an amendment.

3. **Assignment.** Neither party may assign this Agreement, in whole or in part, without prior written consent of the other party.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of laws principles.

5. **Headings.** The headings of sections and subsections are used for convenience only and shall not be construed to affect the substance of any section or subsection.

6. **Excused Performance.** In no event shall either party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being further understood that both parties shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

7. **No Asset Transfer/No Joint Venture.** No transfer or exchange of any money, property or other assets of either party is intended or implied by this Agreement. By cooperating as contemplated hereunder, the parties do not form (and do not intend to form) any partnership or joint venture agreement. BenU and MC are separate and independent institutions of higher education and, at all times during and after any termination of this Agreement, BenU and MC shall continue to operate as separate institutions. Neither party shall have the right or authority to assume or create any obligations on behalf of the other party or to bind the other party in any respect at any time. The administrators of BenU and MC are authorized to prepare, sign (where necessary) and implement plans of action and procedures necessary to carry out the intentions of this Agreement, *provided* such plans and procedures do not modify (or purport to modify) the terms of this Agreement. This Agreement is executed by an authorized representative of each party in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

8. **No Consequential Damages.** In no event shall either party be liable for any incidental, indirect, special or consequential damages including but not limited to loss of use, revenue, profit or savings.


9. **Tax Responsibility.** Each party assumes full responsibility for the payment of all federal, state and local taxes (if any) it incurs as a result of this Agreement.

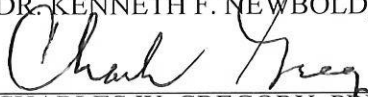
10. **No Discrimination.** Each party represents that it shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, an unfavorable discharge from military service, or any other characteristic protected by applicable law. Each party certifies that it maintains a written sexual harassment policy in conformance with applicable Illinois law (775 ILCS 5/2-105) and that it complies with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq*).

**IN WITNESS WHEREOF**, the undersigned parties, by and through their duly authorized officers, have executed this Agreement between Morton College - Illinois Community College District 527 and Benedictine University as of the Effective Date.

**[SIGNATURE PAGE FOLLOWS]**

**FOR BENEDICTINE UNIVERSITY**

 DATED: April 20, 2021  
\_\_\_\_\_  
DR. KENNETH F. NEWBOLD, JR., PROVOST AND CHIEF ACADEMIC OFFICER

 DATED: 4/21/2021  
\_\_\_\_\_  
CHARLES W. GREGORY, PRESIDENT

**FOR MORTON COLLEGE**

\_\_\_\_\_  
DATED: \_\_\_\_\_  
DR. KEITH McLAUGHLIN, PROVOST AND CHIEF ACADEMIC OFFICER

\_\_\_\_\_  
DATED: \_\_\_\_\_  
DR. STAN FIELDS, PRESIDENT

## ATTACHMENT A

### Associate of Applied Science (AAS) in Nursing/Bachelor of Science in Nursing BSN) Academic Plan

<b>Morton College- AAS degree in Nursing</b>	<b>SEM</b>	<b>Benedictine University- BSN degree</b>	<b>SEM</b>
<b>Years 1, 2 and 3- 86 Total Semester Hours</b>		<b>Year 4- 34 Total Semester Hours</b>	
BIO 203 Anatomy & Physiology I**	4	NRHL 3315 Perspectives of Professional Nursing Practice*	4
BIO 204 Anatomy & Physiology II**	4	NRHL 3330 Nursing Scholarship: Role of Research in Evidence-Based Practice*	3
ENG 101 Rhetoric I**	3	NRHL 3335 Concepts in Collaborative Health Promotion & Disease Prevention for the Older Adults*	3
ENG 102 Rhetoric II**	3	NRHL 3340 Comprehensive Health and Physical Assessment*	3
BIO 212 Microbiology**	4	NRHL 3345 Applications of the Pathophysiology and Pharmacotherapeutics to Clinical Reasoning*	3
PSY 101 Introduction to Psychology**	3	NRHL 4365 Health Promotion for Families, Communities and Populations* <sup>+</sup>	3
PSY 215 Life Span: Survey of Human Development**	3	NRHL 4366 Professional Practice in Health Promotion*	3
IAI Humanities <sup>++</sup>	3	NRHL 4375 Healthcare Policy, Regulation & Advocacy* <sup>+</sup>	3
<b>Additional Benedictine Required Courses</b>		NRHL 4392 Nurse Leadership and Interprofessional Collaboration* <sup>+</sup>	3
CHM 100 Fundamentals of Chemistry or CHEM 105 General Chemistry I or CHEM 106 General Chemistry II, or BenU Physical Scientific (QPS) course	3-5	NRHL 4394 Professional Practice in Leadership and Interprofessional Collaboration*	3
IAI Humanities/Fine Arts from a discipline other than philosophy	3	IDS 2202 Catholic & Benedictine Intellectual Traditions	3
SPE 101 Principles of Public Speaking**	3	Total Benedictine Credits	34
MAT 141 Statistics*	4		
PHI 126 Introduction to Ethics	3		
SOC 100 Introduction to Sociology	3		
Nursing (30 semester hours lower level nursing)**	30		
Morton NUR credits in excess of 30 transfer as elective credit**	8		
Elective credits to transfer total 86 credits to BenU	0-2		
<b>Total Semester Credit Hours Required to Complete the Entire Program: (86+34)=120***</b>			

Please note:

\*All courses listed in the academic plan designated with an asterisk (\*) must be completed with a grade of "C" or better.

\*\*All courses listed in the academic plan designated with two asterisks (\*\*) must be completed with a



grade of “C” or better to fulfill Morton College A.A.S. in Nursing requirements.

\*\*\*A minimum of 120 semester credit hours is required for baccalaureate degree completion from Benedictine University. Students may complete more than the minimum of 120 semester credit hours to meet University degree requirements. At least 34 of the 120 semester credit hours for graduation must be completed at Benedictine University.

+Completion of NRHL 4365 and NRHL 4392 with grades of “B” or better will allow students to waive enrollment in NRHL 5501 when admitted into the Benedictine University Master of Science in Nursing (M.S.N.) Program. Completion of NRHL 4375 with grade of “B” or better will allow students to waive enrollment in NRHL 5505 when admitted into the Benedictine University Master of Science in Nursing (M.S.N.) Program.

++IAI Humanities include Fine Arts, History, Humanities and Literature courses. Consult a Benedictine admissions counselor or transfer guide at [ben.edu/transfer](http://ben.edu/transfer) guides.

Morton College courses are not listed in sequence. The A.A.S. in Nursing degree must be completed and conferred in order to enroll in the NRHL course sequence. Please consult with your Morton College academic advisor to determine degree requirements and when Morton College courses should be taken. Students will enroll in Benedictine courses in a designated sequence with their cohort group.

Benedictine University reserves the right to evaluate transcripts for any year 1-3 coursework completed at another institution and does not guarantee that courses accepted by Morton College will be accepted by Benedictine University.

**PROPOSED ACTION:**

The Board approve payment of \$11, 313.00 to Miner & East, INC., contractors for the STEM Center renovation project, as an adjustment to the original \$130,484.00 approved at a Special Meeting of the Board on July 22, 2020.

**RATIONALE:**

ALTERNATE #1 – “if the concrete floor is to be polished (in lieu of just sealing), please add \$8,803.00” was included in the notes in the original proposal, but this amount was not included in the \$130,484.00 approved for the project. This work was completed. The notes in the original proposal also stated that “no bond costs are included.” Miner & East incurred performance bond expenses and invoiced the College for this cost in the amount of \$4323.00. Miner & East applied a credit of \$1,813.00 to the account, resulting in a total balance owed of \$11,313.00

**COST ANALYSIS:**

The \$11,313.00 will be paid from the Title III “MC-Success” grant.

**ATTACHMENT:**

1. Original proposal approved by the Board
2. AIA Document G702 – 1992: Application and Certificate for Payment
3. Contractors Affidavit
4. Copy of Horton, Inc. performance bond invoice

# CHANGE ORDER

AIA DOCUMENT G701

Distribution to:

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT: Morton College Stem Classroom  
3801 Central Avenue  
Cicero, Illinois

CHANGE ORDER NUMBER: 1a

INITIATION DATE: 10/23/20

TO: Miner & East, Inc.  
1400 Jeffrey Drive  
Addison, IL 60101

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: Tenant Improvements

CONTRACT DATE: 7/30/20

1. Change Order 1 from Richard Abraham (credit VCT and mastic removal, credit carpet materials)	\$	(4,695.00)
2. Lighting change	\$	1,210.00
3. Plumbing - remove sink	\$	1,080.00
4. Patch wall due to sink removal	\$	440.00
5. Painting due to sink removal (currently no charge)	\$	-
6. Markup on items #3 to 5	\$	152.00

TOTAL \$ (1,813.00)

Not valid until signed by either the Owner or the Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was ..... \$143,610.00  
Net change by previously authorized Change Orders ..... \$0.00  
The Contract Sum prior to this Change Order was ..... \$143,610.00  
The Contract Sum will be increased  
by this Change Order ..... \$ (1,813.00)  
The new Contract Sum including this Change Order will be ..... \$141,797.00  
The Contract Time will change by ( 30 ) Days  
The Date of Substantial Completion as of the date of this Change Order therefore is 11/2/20

Authorized:

MINER & EAST, INC.		
LANDLORD	CONTRACTOR	OWNER
	1400 JEFFREY DRIVE	
Address	Address	Address
ADDISON, IL 60101		
BY	BY	BY
DATE	DATE	DATE

4109 1905 08

CO NO.

STEM Classroom Renovation

Thursday 17 September 2020

Miner & East  
1400 Jeffrey Drive  
Addison, IL 60101

## Addendum/Change

Eric Koertge

CHANGE ORDER #1

FLOORING;	Eliminate removal of VCT floor tile	(\$1,395) Credit
	Eliminate removal of floor tile mastic	(\$2,900) Credit
	Eliminate material for small office carpet tiles	(\$ 400) Credit

**Total Credit to Contract**

**(\$4,695) Credit**

ISSUED BY: Architect

APPROVED BY: Owner

DISTRIBUTION: Misc. Doc. File

*Richard James Abraham*  
SIGNATURE  
*[Signature]*  
SIGNATURE

9/17/2020 DATE

9/18/20 DATE

4112 1905 08

CO NO.

STEM Classroom Renovation  
Morton College

Friday 25 September 2020

Miner & East  
1400 Jeffrey Drive  
Addison, IL 60101

## Addendum/Change

Eric Koertge

### CHANGE ORDER #2

ELECTRICAL; Add power track and cord adapters for coiled drop cords

At each of the power cord drops add a light track. The drop cords will be attached with a track adapter, see attachment. The goal is to allow for some adjustment of the cord locations and the possibility of adding a additional drop cords in the future. Attached are spec sheets for Halo power track and Nuovo track adapter.

Materials  
Labor

\$310 Add  
\$900 Add

**Total Add to Contract**

**\$1,210 Total Add**

ISSUED BY: Architect

*Richard James Abraham*  
SIGNATURE

9/25/2020 DATE

APPROVED BY: Owner

SIGNATURE

DATE

DISTRIBUTION: Misc. Doc. File

architecture • planning • engineering • construction management

1018 West Madison Street

Chicago, Illinois 60607

773.489.4000

4112 20 09 25

Friday 30 October 2020

Miner & East  
1400 Jeffrey Drive  
Addison, IL. 60101

## Addendum/Change

Eric Koertge

### CHANGE ORDER #3

Plumbing;	Remove existing wall mounted lavatory, cap plumbing.	\$1,080.00
Carpentry;	Patch wall surface.	\$440.00
Painting;	Paint wall patch.	No Charge
Overhead and Profit;	Paint wall patch.	\$152.00

**Total Add to Contract:** **\$1,672.00 Add**

ISSUED BY: Architect Richard James Abraham 10/30/2020 DATE  
SIGNATURE

APPROVED BY: Owner \_\_\_\_\_ DATE  
SIGNATURE

DISTRIBUTION: Misc. Doc. File \_\_\_\_\_

4166 1905 04

CO NO.

STEM Classroom  
Morton College Campus  
7/Construction Contract Admin.

## CHANGE ORDER

Thursday 24 June 2021

Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

Joe Florio

### Contract Change Order #4

Contractor: Miner & East, Inc.  
Contract for interior classroom renovations.

Change Order Origination: Base Contract Alternate accepted.

Change Order Scope of Work: Add for existing concrete polishing with minor crack infill and grinding with clear seal coating.

Note that this cost was included in the contractor's accepted proposal and in the signed Contract for Construction dated 30 July 2020.

Cost per bid  
General Conditions  
Overhead and Profit

\$8,803.00  
Included  
Included

**Net Value of this Change order**

**\$8,803.00**

ISSUED BY: Architect

*Richard James Abraham*  
SIGNATURE

6/24/2021 DATE

APPROVED BY: Owner

SIGNATURE

DATE

DISTRIBUTION: Misc. Doc. File

Thursday 24 June 2021

Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

4169 1905 04

CO NO.

STEM Classroom  
Morton College Campus  
7/Construction Contract Admin.

## CHANGE ORDER

Joe Florio

### Contract Change Order #5

Contractor: Miner & East, Inc.  
Contract for interior classroom renovations.

Change Order Origination: Base Contract Alternate accepted.

Change Order Scope of Work: Performance Bond provided.

Note that this cost was included in the contractor's accepted proposal and in the signed Contract for Construction dated 30 July 2020.

Cost per bid  
General Conditions  
Overhead and Profit

\$4,323.00  
N/A  
N/A

### Net Value of this Change order

\$4,323.00

ISSUED BY: Architect

*Richard James Abraham*  
SIGNATURE

6/24/2021 DATE

APPROVED BY: Owner

SIGNATURE

DATE

DISTRIBUTION: Misc. Doc. File



nja/a  
ria / architects, ltd.

Thursday 24 June 2021

Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

4169 1905 04

CO NO.

STEM Classroom  
Morton College Campus  
7/Construction Contract Admin.

## CHANGE ORDER

Joe Florio

### Contract Change Order #5

Contractor: Miner & East, Inc.  
Contract for interior classroom renovations.

Change Order Origination: Base Contract Alternate accepted.

Change Order Scope of Work: Performance Bond provided.

Note that this cost was included in the contractor's accepted proposal and in the signed Contract for Construction dated 30 July 2020.

Cost per bid  
General Conditions  
Overhead and Profit

\$4,323.00  
N/A  
N/A

Net Value of this Change order

\$4,323.00

ISSUED BY: Architect

*Richard James Abraham*  
SIGNATURE

6/24/2021 DATE

APPROVED BY: Owner

SIGNATURE

DATE

DISTRIBUTION: Misc. Doc. File

Contractor - *STV* *Eric D Koertge, Miner & East* 6/24/21

architecture • planning • engineering • construction management

1018 West Madison Street

Chicago, Illinois 60607

773.489.4000

4169 21 06 24

**SEPARATION AND SETTLEMENT AGREEMENT AND  
WAIVER AND RELEASE OF ALL CLAIMS**

This Separation and Settlement Agreement and Waiver and Release of All Claims ("Agreement"), is executed, made, and entered into on this 28 day of June, 2021 (the "Effective Date") by and between Melissa Ridyard ("Employee" or "Ridyard"), and Morton Community College District No. 527 on its behalf and on behalf of its Board of Trustees ("Employer" or "College") (Employee and Employer are collectively referred to as "the Parties").

WHEREAS, any reference to the College in this Agreement means the College its successors, assigns, officers, officials, board members, directors, employees and agents;

WHEREAS, Employee is employed by the College as an Executive Assistant;

WHEREAS, the Employee and College are parties to an employment agreement whose term runs from July 1, 2020, through June 30, 2022 ("Employment Agreement");

WHEREAS, the Employment Agreement allows the College to terminate the Employee for Cause as defined therein;

WHEREAS, Employee was placed on unpaid leave on January 26, 2021, due to allegations that she engaged in actions that constituted Cause for her termination ("Cause Allegations");

WHEREAS, the Employee denies that she engaged in any conduct or action which would constitute "Cause" as defined in the Employment Agreement and as such, the Employee contends that the College would not have grounds to lawfully terminate her contract;

WHEREAS, the Parties seek to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding this matter;

WHEREAS, the Parties have determined that it is in their respective best interests to settle the dispute between them and all other currently existing claims and causes of action, whether presently known or unknown, that Employee might assert against Employer ;

WHEREAS, the Parties, acknowledging the foregoing, wish to enter into this Separation and Settlement Agreement and Waiver and Release of All Claims in which Employee expressly, and to the fullest extent as permissible by law, waives any and all possible rights she has or may have against the College stemming from Employee's employment with the College and her separation from the aforesaid employment; and

NOW THEREFORE, in consideration of the Recitals and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby undertake the obligations set forth below and otherwise agree as follows:

1. **Recitals.** The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. **Final Separation and Resignation Date.**

a. Effective on June 30, 2021 ("Separation Date"), Employee voluntarily resigns or retires from her employment with the College. Except as otherwise expressly provided for in this Agreement, all rights and obligations of the College and Employee are duly and effectively terminated as of the Separation Date.

b. Additionally, the College and Employee acknowledge and agree that their Employment Agreement shall be mutually terminated by the parties on the Separation Date, and that no rights, duties or remuneration shall be due to the Employee under the Employment Agreement after the Separation Date and the Employee will owe no further obligations under the Employment Agreement.

c. No later than the Separation Date, Employee must return to the College any and all College property in her possession, as well as a list of any and all passwords or login information used by Employee to access College electronic databases, computer systems, networks, and/or accounts. In the event Employee or her assigns, heirs or agents later discovers any such property, the same shall be immediately returned to the College. Employee shall not be entitled to keep any College property that she used or is in her possession including, but not limited to, electronic devices, cell phones, laptops, credit cards or vehicles.

d. Effective on the Separation Date, Employee's enrollment in the College's medical insurance will cease; however, Employee will be eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

3. **Compensation to Employee.**

a. Within 30 days of the approval of this Agreement by the Board, the College shall pay Employee five thousand dollars (\$5,000.00) less legally required deductions.

b. The College shall also pay Employee the value of twelve (12) accrued vacation days within 30 days of the approval of this Agreement by the Board.

c. The College shall transfer fifty-three (53) accrued sick days to the State Universities Retirement System ("SURS") on behalf of Employee.

d. The College agrees that it will not contest, object to, challenge or appeal any claim for unemployment by Employee.

e. Employee further acknowledges that she shall **not** be entitled to any additional pay, renumeration, wages or benefits other than what is specifically identified in this Agreement. Accordingly, Employee agrees that she shall **not** be entitled to educational reimbursements, professional development expenses, retention bonus, auto expenses, paid time off benefits, communication device payments or any other money or benefit set forth in her Employment Agreement or set forth in any College policy, procedure or practice.

f. Employee acknowledges that the Compensation to her set forth in this Agreement constitutes adequate consideration for her promises herein.

g. Employee waives any and all claims for any other form(s) of payment, bonus, reimbursement, or other monetary benefit or income that she has received in the past or is eligible to receive pursuant to any provision in the College's Employee Manual, Board Policy, written employment contract, and/or any written or unwritten past practice between Employee and the College. The Parties agree that any written contract for employment between the College and Employee dated prior to the Effective Date of this Agreement shall be null and void.

#### **4. Employee's Waiver and Release of All Claims.**

a. In exchange for the consideration stated herein, except as otherwise specifically provided for herein, Employee expressly waives, releases, settles and forever discharges, to the fullest extent permitted by law, the College, its officials, trustees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors, together with their past or present officials, trustees, directors, agents, officers, representatives, attorneys, employees, contractors and any other party in any way associated with the College ("Released Parties"), for Employee, her heirs, executors, personal representatives and administrators, if any, from and against any and all claims and causes of action that may exist and could have been alleged as of the Effective Date of this Agreement, compensation (including, front pay and back pay), severance payments, actions, suits, judgments, injunctive relief, attorneys' fees and costs, liens, debts, penalties, damages, costs, expenses, obligations, losses, demands, and other liabilities and waives, releases and relinquishes any and all rights to administrative hearings, petitions, complaints and causes of action, based in federal, state or local law, based on contract, tort or any other legal theory, stemming from common or statutory authority, based in law or equity, whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or un-liquidated, which may arise out of or be in any way related to Ridyard's employment with Morton College and separation and/or termination and/or resignation therefrom which collectively "Employee's Claims"). This Agreement shall be interpreted as broadly as possible under state and federal law as the Parties wish to sever all ties and resolve all issues between them.

b. Except as otherwise specifically provided for herein, the aforementioned paragraph 4(a) shall be read to include a general release and waiver to the fullest extent permissible by law of any and all of Employee's Claims including, but not limited to, those which derive from hearings, complaints, causes of action or any other proceeding contemplated by or pursuant to any federal, state, or local law, rule, regulation, or order regulating employment, severance, termination of employment and rights of terminated employees including, but not limited to, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Civil Rights Act known as 42 U.S.C. § 1981, the Employment Retirement Income Security Act of 1974 ("ERISA"), the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act of 1938, the Age Discrimination in Employment Act of 1967, and the Older Workers Benefit Protection Act, and/or the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), and the Illinois Wage Payment and Collection Act (820 ILCS 115 *et. seq.*) subject to the limitations set forth in paragraph 4(c) below.

c. Nothing in this Agreement is intended to limit in any way Employee's right or ability to file a charge or a claim of discrimination with the U.S. Equal

Employment Opportunity Commission ("EEOC") or comparable state or local agencies. These agencies have authority to carry out their statutory duties by investigating the charge, issuing a determination, filing a lawsuit in federal or state court in their own name, or taking any other action authorized under these statutes. Employee retains the right to participate in any such action, and to communicate with the EEOC or comparable state or local agency. Notwithstanding the foregoing, Employee waives the right to recover any monetary damages or any other individual relief in any charge, complaint, or lawsuit filed by anyone else on Employee's behalf.

d. Employee promises and covenants that she neither has not and will not file any lawsuit against the Released Parties based upon any claim covered under the foregoing release.

e. Nothing in this release restricts Employee's right to enforce this Agreement and the promises set forth herein.

5. **Non-assignment.** Employee expressly promises the College that she has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the Released Parties (as defined in Paragraph 5; (b) any rights that she has or may have had to assert claims on her behalf or on behalf of others against the Released Parties; and (c) any right she has or may have to the Separation and Settlement Payment. Employee promises that any monies, benefits or other consideration she receives from or on behalf of the College are not subject to any liens, garnishments, mortgages or other charges, and no one else has any claim to any portion of the Separation and Settlement Payment.

6. **No Reinstatement.** Employee agrees and recognizes that her employment with the College ceases to exist as of the Separation Date, and that the Parties have agreed to resolve their dispute even though they may continue to disagree. As a further inducement for the College to enter into this Agreement, Employee agrees that she will not apply for employment with the College in the future and that the College will not be obligated to process any application submitted by or on her behalf.

7. **Confidentiality.** The Parties acknowledge that one of the reasons for entering into this Agreement is to avoid the expense and inconvenience involved in defending or prosecuting its actions/omissions in court and/or to the remaining College employees, former or prospective employees, friends, competitors, people doing business with the College, and to the media. The Parties therefore agree that neither party nor any of its agents or relatives will ever disclose the events or circumstances giving rise to this Agreement to any of the foregoing or to any lawyer representing the foregoing, except as may be necessary in response to lawful process of any judicial or adjudicative authority, or pursuant to an investigation by any administrative agency including, but

not limited to, the Illinois Department of Human Rights or the U.S. Equal Employment Opportunity Commission, or as otherwise allowed by law.

In addition, except as otherwise required by law, Employee agrees that neither she nor her attorneys or agents will disclose the terms of this Agreement to anyone except Employee's attorneys, tax advisors and spouse, and that such persons shall be told that the information must be kept confidential. The Parties agree that the terms of this Agreement and the negotiations and statements leading up to this Agreement are confidential. The Parties therefore agree not to disclose or publicly comment upon the terms, provisions of, or information regarding this Agreement. Employee agrees that the terms of this Agreement will not be disclosed to any third party other than Employee's spouse, attorney(s), accountant, tax preparation service or other tax preparer, and in the case of disclosure to any attorney or accountant, only to the extent necessary to perform services or as disclosure of such matter as may be required by law. The College agrees that the terms of this Agreement will not be disclosed to any third party other than the College's officers, officials, board members, and directors and only to the extent necessary to conduct official College business or as disclosure of such matter as may be required by law. The Parties agree that if any of the terms of this Agreement are so disclosed to persons permitted under this Paragraph 7, the party disclosing the information will direct such person(s) that the information must be kept confidential and not to disclose the terms of Agreement to any other person(s). The Parties agree that they will not at any time engage in any form of conduct nor make any statements that disparage or otherwise impair the reputation, good will or interest of the other party. Employee represents further that in negotiating the terms of this potential agreement, Employee has not already disclosed the proposed terms to any third-parties (excluding her attorney, spouse, and persons permitted under this Paragraph 7).

The parties agree that the provisions relating to confidentiality and non-disclosure of the terms of this Agreement as set forth above apply to all provisions of this Agreement, except when disclosure of the Agreement or any provision thereof is mandated by an applicable state or federal statute, law, or regulation; the Freedom of Information Act ("FOIA"); lawfully issued subpoenas or in response to the lawful process of any judicial or adjudicative authority; or any provision of an applicable state or federal statute mandating disclosure of the Agreement or any provision thereof

**8. Mutual Non-Disparagement.** Employee and the College hereby agree that they will not at any time make any written or oral statement that defames or disparages the other Party, or any of the College's current or former agents, attorneys, officials, trustees, representatives, employees, officers, directors, assigns, and their respective successors and predecessors. Nothing in this Agreement limits any legally protected rights Employee or the College has to correspond with a government agency or third party.

9. **Neutral Reference.** The College hereby agrees to provide a neutral reference or verification letter to any prospective employer that requests employment verification information on the Employee.

10. **Neutral Construction.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.

11. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, including the "Whereas" clauses, are contractual and not mere recitals.

12. **Effect on Previous Agreements.** This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.

13. **Amendment.** This Agreement may be amended only by a written document signed by Employee and an authorized Executive Officer of the College.

14. **Severability.** In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the College's discretion, remain enforceable.

15. **Right to Counsel.** Employee acknowledges that she was informed that she has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that she has been advised by competent legal counsel of her own choosing in connection with the negotiation, review, and execution of this Agreement and that she has had an opportunity to and did negotiate over the terms of this Agreement.

16. **Employee Acknowledgment.** Employee declares that she has completely read this Agreement and acknowledges that it is written in a manner calculated to be understood by Employee. Employee fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Employee agrees and acknowledges that she has had the full opportunity to investigate all matters pertaining to her claims and that the waiver and release of all rights or claims she may have under any local, state or federal law is knowing and voluntary.

17. **Time to Consider Agreement and Right to Revoke.** Employee understands that she has been given twenty-one (21) days to consider the meaning and effect of this Agreement (the "Consideration Period") prior to signing this agreement, or has waived



this requirement, and agrees that this Consideration Period has been reasonable and adequate. If Employee has waived the Consideration Period, Employee acknowledges that such waiver was not induced by fraud, misrepresentation or threat by Employer to withdraw or alter the terms of this Agreement. Employee has seven (7) days from the day Employee signs this Agreement to revoke Employee's acceptance of this Agreement (the "Revocation Period") and this Agreement shall not become enforceable until this Revocation Period has expired. To exercise her right to revoke this Agreement, Employee shall provide a signed written statement to that effect address to the College President prior to the expiration of the Revocation Period.

**18. Required Approval of Agreement by the College's Board of Trustees.** This Agreement will only be binding on the parties upon its approval by a majority vote of the College's Board of Trustees at its next regularly scheduled Board meeting. If the Board fails to approve this Agreement, then all its terms and conditions shall be considered null and void.

**19. Execution.** All persons executing this Agreement have the power and authority to bind the respective Party he/she represents. This Agreement may be signed in counterpart originals with the effect as if all signatures were on the same piece of paper.

**PLEASE READ CAREFULLY. THIS DOCUMENT INCLUDES  
EMPLOYEE'S RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

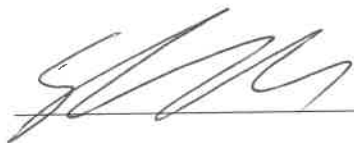
IN WITNESS WHEREFORE, the Parties hereto have executed this Settlement Agreement and Waiver and Release of All Claims with their hands and seals on the dates set forth beneath their signatures.

**MORTON COLLEGE**

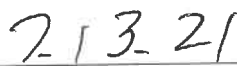
By: \_\_\_\_\_

Title: \_\_\_\_\_

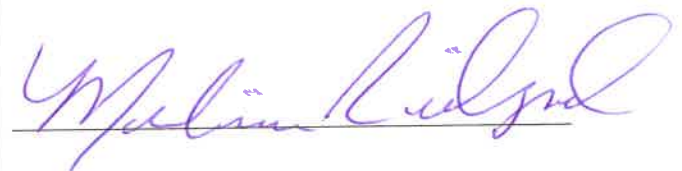
Date: \_\_\_\_\_







**MELISSA RIDYARD**



Date: 

**SEPARATION AND SETTLEMENT AGREEMENT AND  
WAIVER AND RELEASE OF ALL CLAIMS**

This Separation and Settlement Agreement and Waiver and Release of All Claims ("Agreement"), is executed, made, and entered into on this 18 day of June, 2021 (the "Effective Date") by and between Lydia Falbo ("Employee" or "Falbo"), and Morton Community College District No. 527 on its behalf and on behalf of its Board of Trustees ("Employer" or "College") (Employee and Employer are collectively referred to as "the Parties").

WHEREAS, any reference to the College in this Agreement means the College its successors, assigns, officers, officials, board members, directors, employees and agents;

WHEREAS, Employee is employed by the College as the Dean of Nursing and Health Services;

WHEREAS, the Employee and College are parties to an employment agreement whose term runs from July 1, 2020, through June 30, 2022 ("Employment Agreement");

WHEREAS, the Employment Agreement allows the College to terminate the Employee for Cause as defined therein;

WHEREAS, Employee was removed from her job duties and responsibilities with the College on May 24, 2021, and placed on paid leave, and then placed on unpaid leave on June 11, 2021, due to allegations that she engaged in actions that constituted Cause for her termination ("Cause Allegations");

WHEREAS, the Employee denies that she engaged in any conduct or action which would constitute "Cause" as defined in the Employment Agreement and as such, the Employee contends that the College would not have grounds to lawfully terminate her contract;

WHEREAS, the Parties seek to avoid further controversy, costs, legal fees, inconvenience, and any future litigation regarding this matter;

WHEREAS, the Parties have determined that it is in their respective best interests to settle the dispute between them and all other currently existing claims and causes of action, whether presently known or unknown, that Employee might assert against Employer ;

WHEREAS, the Parties, acknowledging the foregoing, wish to enter into this Separation and Settlement Agreement and Waiver and Release of All Claims in which Employee expressly, and to the fullest extent as permissible by law, waives any and all

possible rights she has or may have against the College stemming from Employee's employment with the College and her separation from the aforesaid employment; and

NOW THEREFORE, in consideration of the Recitals and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby undertake the obligations set forth below and otherwise agree as follows:

1. **Recitals.** The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.

2. **Final Separation and Resignation Date.**

a. Effective on June 30, 2021 ("Separation Date"), Employee voluntarily resigns or retires from her employment with the College. Except as otherwise expressly provided for in this Agreement, all rights and obligations of the College and Employee are duly and effectively terminated as of the Separation Date.

b. Additionally, the College and Employee acknowledge and agree that their Employment Agreement shall be mutually terminated by the parties on the Separation Date, and that no rights, duties or remuneration shall be due to the Employee under the Employment Agreement after the Separation Date and the Employee will owe no further obligations under the Employment Agreement.

c. No later than the Separation Date, Employee must return to the College any and all College property in her possession, as well as a list of any and all passwords or login information used by Employee to access College electronic databases, computer systems, networks, and/or accounts. In the event Employee or her assigns, heirs or agents later discovers any such property, the same shall be immediately returned to the College. Employee shall not be entitled to keep any College property that she used or is in her possession including, but not limited to, electronic devices, cell phones, laptops, credit cards or vehicles.

d. Effective on the Separation Date, Employee's enrollment in the College's medical insurance will cease; however, Employee will be eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

3. Compensation to Employee.

a. Within 30 days of the approval of this Agreement by the Board, the College shall pay Employee five thousand dollars (\$5,000.00) less legally required deductions.

b. The College shall also pay Employee the value of twenty-six (26) accrued vacation days within 30 days of the approval of this Agreement by the Board.

c. The College shall transfer eighty (80) accrued sick days to the State Universities Retirement System ("SURS") on behalf of Employee.

d. The College agrees that it will not contest, object to, challenge or appeal any claim for unemployment by Employee.

e. Employee further acknowledges that she shall not be entitled to any additional pay, remuneration, wages or benefits other than what is specifically identified in this Agreement. Accordingly, Employee agrees that she shall not be entitled to educational reimbursements, professional development expenses, retention bonus, auto expenses, paid time off benefits, communication device payments or any other money or benefit set forth in her Employment Agreement or set forth in any College policy, procedure or practice.

f. Employee acknowledges that the Compensation to her set forth in this Agreement constitutes adequate consideration for her promises herein.

g. Employee waives any and all claims for any other form(s) of payment, bonus, reimbursement, or other monetary benefit or income that she has received in the past or is eligible to receive pursuant to any provision in the College's Employee Manual, Board Policy, written employment contract, and/or any written or unwritten past practice between Employee and the College. The Parties agree that any written contract for employment between the College and Employee dated prior to the Effective Date of this Agreement shall be null and void.

#### **4. Employee's Waiver and Release of All Claims.**

a. In exchange for the consideration stated herein, except as otherwise specifically provided for herein, Employee expressly waives, releases, settles and forever discharges, to the fullest extent permitted by law, the College, its officials, trustees, directors, agents, officers, representatives, attorneys, contractors, successors or predecessors, together with their past or present officials, trustees, directors, agents, officers, representatives, attorneys, employees, contractors and any other party in any way associated with the College ("Released Parties"), for Employee, her heirs, executors, personal representatives and administrators, if any, from and against any and all claims and causes of action that may exist and could have been alleged as of the Effective Date of this Agreement, compensation (including, front pay and back pay), severance payments, actions, suits, judgments, injunctive relief, attorneys' fees and costs, liens, debts, penalties, damages, costs, expenses, obligations, losses, demands, and other liabilities and waives, releases and relinquishes any and all rights to administrative hearings, petitions, complaints and causes of action, based in federal, state or local law, based on contract, tort or any other legal theory, stemming from common or statutory authority, based in law or equity, whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or un-liquidated, which may arise out of or be in any way related to Falbo's employment with Morton College and separation and/or termination and/or resignation therefrom which collectively "Employee's Claims"). This Agreement shall be interpreted as broadly as possible under state and federal law as the Parties wish to sever all ties and resolve all issues between them.

b. Except as otherwise specifically provided for herein, the aforementioned paragraph 4(a) shall be read to include a general release and waiver to the fullest extent permissible by law of any and all of Employee's Claims including, but not limited to, those which derive from hearings, complaints, causes of action or any other proceeding contemplated by or pursuant to any federal, state, or local law, rule, regulation, or order regulating employment, severance, termination of employment and rights of terminated employees including, but not limited to, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Civil Rights Act known as 42 U.S.C. § 1981, the Employment Retirement Income Security Act of 1974 ("ERISA"), the Worker Adjustment and Retraining Notification Act, the Fair Labor Standards Act of 1938, the Age Discrimination in Employment Act of 1967, and the Older Workers Benefit Protection Act, and/or the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), and the Illinois Wage Payment and Collection Act (820 ILCS 115 *et. seq.*) subject to the limitations set forth in paragraph 4(c) below.

c. Nothing in this Agreement is intended to limit in any way Employee's right or ability to file a charge or a claim of discrimination with the U.S. Equal

Employment Opportunity Commission ("EEOC") or comparable state or local agencies. These agencies have authority to carry out their statutory duties by investigating the charge, issuing a determination, filing a lawsuit in federal or state court in their own name, or taking any other action authorized under these statutes. Employee retains the right to participate in any such action, and to communicate with the EEOC or comparable state or local agency. Notwithstanding the foregoing, Employee waives the right to recover any monetary damages or any other individual relief in any charge, complaint, or lawsuit filed by anyone else on Employee's behalf.

d. Employee promises and covenants that she neither has not and will not file any lawsuit against the Released Parties based upon any claim covered under the foregoing release.

e. Nothing in this release restricts Employee's right to enforce this Agreement and the promises set forth herein.

5. **Non-assignment.** Employee expressly promises the College that she has not assigned or transferred, or purported to assign or transfer, and will not assign or otherwise transfer: (a) any claims, or portions of claims, against the Released Parties (as defined in Paragraph 5; (b) any rights that she has or may have had to assert claims on her behalf or on behalf of others against the Released Parties; and (c) any right she has or may have to the Separation and Settlement Payment. Employee promises that any monies, benefits or other consideration she receives from or on behalf of the College are not subject to any liens, garnishments, mortgages or other charges, and no one else has any claim to any portion of the Separation and Settlement Payment.

6. **No Reinstatement.** Employee agrees and recognizes that her employment with the College ceases to exist as of the Separation Date, and that the Parties have agreed to resolve their dispute even though they may continue to disagree. As a further inducement for the College to enter into this Agreement, Employee agrees that she will not apply for employment with the College in the future and that the College will not be obligated to process any application submitted by or on her behalf.

7. **Confidentiality.** The Parties acknowledge that one of the reasons for entering into this Agreement is to avoid the expense and inconvenience involved in defending or prosecuting its actions/omissions in court and/or to the remaining College employees, former or prospective employees, friends, competitors, people doing business with the College, and to the media. The Parties therefore agree that neither party nor any of its agents or relatives will ever disclose the events or circumstances giving rise to this Agreement to any of the foregoing or to any lawyer representing the foregoing, except as may be necessary in response to lawful process of any judicial or adjudicative authority, or pursuant to an investigation by any administrative agency including, but

not limited to, the Illinois Department of Human Rights or the U.S. Equal Employment Opportunity Commission, or as otherwise allowed by law.

In addition, except as otherwise required by law, Employee agrees that neither she nor her attorneys or agents will disclose the terms of this Agreement to anyone except Employee's attorneys, tax advisors and spouse, and that such persons shall be told that the information must be kept confidential. The Parties agree that the terms of this Agreement and the negotiations and statements leading up to this Agreement are confidential. The Parties therefore agree not to disclose or publicly comment upon the terms, provisions of, or information regarding this Agreement. Employee agrees that the terms of this Agreement will not be disclosed to any third party other than Employee's spouse, attorney(s), accountant, tax preparation service or other tax preparer, and in the case of disclosure to any attorney or accountant, only to the extent necessary to perform services or as disclosure of such matter as may be required by law. The College agrees that the terms of this Agreement will not be disclosed to any third party other than the College's officers, officials, board members, and directors and only to the extent necessary to conduct official College business or as disclosure of such matter as may be required by law. The Parties agree that if any of the terms of this Agreement are so disclosed to persons permitted under this Paragraph 7, the party disclosing the information will direct such person(s) that the information must be kept confidential and not to disclose the terms of Agreement to any other person(s). The Parties agree that they will not at any time engage in any form of conduct nor make any statements that disparage or otherwise impair the reputation, good will or interest of the other party. Employee represents further that in negotiating the terms of this potential agreement, Employee has not already disclosed the proposed terms to any third-parties (excluding her attorney, spouse, and persons permitted under this Paragraph 7).

The parties agree that the provisions relating to confidentiality and non-disclosure of the terms of this Agreement as set forth above apply to all provisions of this Agreement, except when disclosure of the Agreement or any provision thereof is mandated by an applicable state or federal statute, law, or regulation; the Freedom of Information Act ("FOIA"); lawfully issued subpoenas or in response to the lawful process of any judicial or adjudicative authority; or any provision of an applicable state or federal statute mandating disclosure of the Agreement or any provision thereof

8. **Mutual Non-Disparagement.** Employee and the College hereby agree that they will not at any time make any written or oral statement that defames or disparages the other Party, or any of the College's current or former agents, attorneys, officials, trustees, representatives, employees, officers, directors, assigns, and their respective successors and predecessors. Nothing in this Agreement limits any legally protected rights Employee or the College has to correspond with a government agency or third party.

9. **Neutral Reference.** The College hereby agrees to provide a neutral reference or verification letter to any prospective employer that requests employment verification information on the Employee.
10. **Neutral Construction.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, regardless of who drafted the Agreement.
11. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement between the Parties concerning the subject matter hereof and any prior oral communications are superseded by this Agreement. The Parties understand and agree that all of the terms and promises of this Agreement, including the "Whereas" clauses, are contractual and not mere recitals.
12. **Effect on Previous Agreements.** This Agreement supersedes any and all prior agreements, understandings and communications between the Parties.
13. **Amendment.** This Agreement may be amended only by a written document signed by Employee and an authorized Executive Officer of the College.
14. **Severability.** In the event that any of the provisions of this Agreement are found by a judicial or other tribunal to be unenforceable, the remaining provisions of this Agreement will, at the College's discretion, remain enforceable.
15. **Right to Counsel.** Employee acknowledges that she was informed that she has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that she has been advised by competent legal counsel of her own choosing in connection with the negotiation, review, and execution of this Agreement and that she has had an opportunity to and did negotiate over the terms of this Agreement.
16. **Employee Acknowledgment.** Employee declares that she has completely read this Agreement and acknowledges that it is written in a manner calculated to be understood by Employee. Employee fully understands its terms and contents, including the rights and obligations hereunder, and freely, voluntarily and without coercion enters into this Agreement. Further, Employee agrees and acknowledges that she has had the full opportunity to investigate all matters pertaining to her claims and that the waiver and release of all rights or claims she may have under any local, state or federal law is knowing and voluntary.
17. **Time to Consider Agreement and Right to Revoke.** Employee understands that she has been given twenty-one (21) days to consider the meaning and effect of this Agreement (the "Consideration Period") prior to signing this agreement, or has waived



this requirement, and agrees that this Consideration Period has been reasonable and adequate. If Employee has waived the Consideration Period, Employee acknowledges that such waiver was not induced by fraud, misrepresentation or threat by Employer to withdraw or alter the terms of this Agreement. Employee has seven (7) days from the day Employee signs this Agreement to revoke Employee's acceptance of this Agreement (the "Revocation Period") and this Agreement shall not become enforceable until this Revocation Period has expired. To exercise her right to revoke this Agreement, Employee shall provide a signed written statement to that effect address to the College President prior to the expiration of the Revocation Period.

**18. Required Approval of Agreement by the College's Board of Trustees.** This Agreement will only be binding on the parties upon its approval by a majority vote of the College's Board of Trustees at its next regularly scheduled Board meeting. If the Board fails to approve this Agreement, then all its terms and conditions shall be considered null and void.

**19. Execution.** All persons executing this Agreement have the power and authority to bind the respective Party he/she represents. This Agreement may be signed in counterpart originals with the effect as if all signatures were on the same piece of paper.

**PLEASE READ CAREFULLY. THIS DOCUMENT INCLUDES  
EMPLOYEE'S RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREFORE, the Parties hereto have executed this Settlement Agreement and Waiver and Release of All Claims with their hands and seals on the dates set forth beneath their signatures.

**MORTON COLLEGE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_







**LYDIA FALBO**



Date: 

**From:** [Keith McLaughlin](#)  
**To:** [Board Materials](#)  
**Subject:** Fwd: August Board Materials  
**Date:** Monday, August 9, 2021 5:43:30 PM  
**Attachments:** [Adult Educaiton Stipend Report-Summer 2021.xlsx](#)  
[PROPOSED ACTION Adult Ed Stipend Report -Summer 2021.docx](#)

---

I approve this for action at the August BOT Meeting.

Begin forwarded message:

**From:** Ana L Valdez <[ana.valdez@morton.edu](mailto:ana.valdez@morton.edu)>  
**Date:** August 9, 2021 at 4:19:20 PM CDT  
**To:** Keith McLaughlin <[Keith.McLaughlin@morton.edu](mailto:Keith.McLaughlin@morton.edu)>  
**Cc:** Erika P Tejada <[erika.tejada@morton.edu](mailto:erika.tejada@morton.edu)>  
**Subject:** FW: August Board Materials

Keith,

Please review and upon approval forward to the board materials' email.

Thank you,  
Ana Valdez

---

**From:** Erika P Tejada  
**Sent:** Monday, August 9, 2021 4:10 PM  
**To:** Board Materials <[board.materials@morton.edu](mailto:board.materials@morton.edu)>  
**Cc:** Ana L Valdez <[ana.valdez@morton.edu](mailto:ana.valdez@morton.edu)>  
**Subject:** August Board Materials

Good Afternoon,

I'm attaching the Adult Education Stipend Report for Summer semester for your review.

Feel free to contact me if you have any further questions.

Best,

Erika Tejada  
Director of Grants and Compliance,  
Adult Education, Community Programming & Outreach  
Morton College

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE ADJUNCT FACULTY STIPEND REPORT FOR SUMMER SEMESTER 2021 IN THE AMOUNT OF \$ 81,972.35 AS SUBMITTED.

**RATIONALE:** [Required by Board Policy 2.3, the Board-Union Agreement]

**COST ANALYSIS:** \$ 81,972.35—Per Board-Union Agreement, Section 8.1, Adjunct Faculty Members who teach Adult Ed shall only receive one (1) semester of credit for teaching two (2) eight (8) week sessions in one (1) semester. Section 11.7, Adjunct Compensation Schedule

**ATTACHMENTS:** Adult Education Stipend Report for Adjunct Faculty Members – Summer-2021 Semester.

Person Full Name	Section Name	Section Title	Section Department 1 Desc
Abate, Nannette	ABE-020-6M	Beginning ABE	Adult Basic Education
	ABE-030-6M	Reading and English 3	Adult Basic Education
Cuesta, Gonzalo	ASE-051-6N	Spanish HSE Review	Career & Tech Ed Administratio
Cuesta, Gonzalo	ASE-051-6D	Spanish HSE Review	Career & Tech Ed Administratio
Cuesta, Gonzalo	ASE-051-6Q	Spanish HSE Review	Career & Tech Ed Administratio
Elston, Amy	ABE-040-6M	Reading and English 4	Adult Basic Education
Fram, Harriet	ESL-092-6N	Conversational Practice II	Adult Basic Education
Halsey, Meg	ESL-090-6N	Conversational Practice I	Adult Basic Education
Huff, Cheryl	ABE-040-6N	Reading and English 4	Adult Basic Education
Jundt, Gene	ABE-020-6N	Beginning ABE	Adult Basic Education
	ABE-030-6N	Reading and English 3	
Kamien, Linda	ABM-040-6N	High Intermediate Math	Adult Education Administration
Lopez, Flora	ESL-035-6N	Beg Conversational Practice	Adult Basic Education
Lubeck, Sarah	ESL-035-6M	Beg Conversational Practice	Adult Basic Education
	ESL-090-6M	Conversational Practice I	
McManmon, Zoe	ABM-040-6J	High Intermediate Math	Adult Education Administration
Nunez, Manuela	ASE-051-6J	Spanish HSE Review	Career & Tech Ed Administratio
Pettus, Exodus	ABM-040-6M	High Intermediate Math	Adult Education Administration
Ruano-Corral, Erminda	ASE-051-6M	Spanish HSE Review	Career & Tech Ed Administratio
Taylor, Kimberly	GED-012-6M	GED Review	Adult Basic Education
Trevino-Garcia, Linda	ABM-030-6J	Low Intermediate Math	Adult Education Administration
Winningham, Susan	ESL-090-68	Conversational Practice I	Adult Basic Education
Abate, Nannette	ABE-020-1M	Beginning ABE	Adult Basic Education
	ABE-030-1M	Reading and English 3	
Cisco Jr, Taylor	MAT-012-1M	Mathematics for Proficiency	Adult Basic Education
Cuesta, Gonzalo	ASE-051-1N	Spanish HSE Review	Career & Tech Ed Administratio
Cuesta, Gonzalo	ASE-051-1J	Spanish HSE Review	Career & Tech Ed Administratio
Enstrom, Elena	ESL-090-1N	Conversational Practice I	Adult Basic Education
Halsey, Meg	ESL-035-1N	Beg Conversational Practice	Adult Basic Education
Huff, Cheryl	ABE-040-1N	Reading and English 4	Adult Basic Education
Kamien, Linda	ABM-042-1N	High Intermediate Math-2	Adult Education Administration
Pettus, Exodus	ABM-020-1M	Beginning Mathematics	Adult Education Administration
Rein, Jack	ABE-020-1N	Beginning ABE	Adult Basic Education
	ABE-030-1N	Reading and English 3	Adult Basic Education
Roland, H.M. Joyce	ESL-092-1N	Conversational Practice II	Adult Basic Education
Sanchez, Pedro	ESL-035-1M	Beg Conversational Practice	Adult Basic Education
	ESL-090-1M	Conversational Practice I	
Taylor, Kimberly	GED-012-1M	GED Review	Adult Basic Education

Trevino-Garcia, Linda	ABM-020-1N	Beginning Mathematics	Adult Education Administration
			<b>TOTALS</b>

Section Active Student Count	Assignment Paid Amount	Section Start Date
14	\$2,515.15	5/20/2021
20	\$2,182.80	5/19/2021
17	\$2,182.80	5/20/2021
16	\$2,182.80	5/20/2021
12	\$2,277.75	5/20/2021
12	\$3,210.42	6/7/2021
9	\$3,132.15	6/7/2021
11	\$2,515.15	5/20/2021
9	\$2,742.25	5/20/2021
8	\$2,610.13	5/19/2021
9	\$3,018.18	6/7/2021
6	\$3,210.42	6/7/2021
10	\$2,742.25	5/19/2021
19	\$2,277.75	5/20/2021
21	\$2,515.15	5/19/2021
9	\$2,182.80	5/19/2021
4	\$2,483.53	5/19/2021
5	\$2,610.13	5/19/2021
5	\$3,132.15	6/7/2021
15	\$2,012.12	7/13/2021
14	\$1,898.16	7/12/2021
19	\$1,746.24	7/12/2021
16	\$1,746.24	7/13/2021
17	\$3,018.18	7/12/2021
6	\$3,132.15	7/12/2021
16	\$2,012.12	7/13/2021
23	\$2,088.10	7/12/2021
15	\$2,012.12	7/12/2021
		7/13/2021
21	\$2,087.40	7/13/2021
16	\$3,210.42	7/12/2021
14	\$3,210.42	7/12/2021
6	\$1,986.82	7/13/2021

16	\$2,088.10	7/12/2021
<b>430</b>	<b>\$ 81,972.35</b>	

**From:** [Keith McLaughlin](#)  
**To:** [Liliana Raygoza](#)  
**Cc:** [Ana L Valdez](#); [Board Materials](#)  
**Subject:** Re: August Board Item - Consultation Hours Summer 2021  
**Date:** Tuesday, July 20, 2021 8:45:26 AM

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I approve this for Action at the August BOT Meeting.

On Jul 19, 2021, at 5:17 PM, Liliana Raygoza <[Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)> wrote:

Keith,

Attached is the Consultation Hours that need your approval for the August Board Meeting.

Thank you,

**Liliana Raygoza**  
Executive Assistant to the Associate Provost  
[<image001.jpg>](#) **P:** (708) 656-8000, Ext. 2330  
**E:** [Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)  
[www.morton.edu](http://www.morton.edu)

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<PROPOSED ACTION\_CONSULTATION HOURS SU2021.docx>  
<SUMMER 2021\_CONSULTATION HOURS.pdf>



**PROPOSED ACTION:** THAT THE BOARD APPROVE THE ADJUNCT FACULTY CONSULTATION HOURS REPORT FOR SUMMER SEMESTER 2021 IN THE AMOUNT OF \$3,113.35 AS SUBMITTED.

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

**COST ANALYSIS:** \$3,113.35 – Per Board-Union Agreement, Section 4.5, Adjunct Faculty Members who teach a minimum of three (3) credit hours shall be paid one half-hour (30 minutes) total (not per course) for each week of the semester in which they teach.

**ATTACHMENTS:** Consultation Hours Report for Adjunct Faculty Members – Summer 2021

## 2021 Summer Consultation Hours Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Consultation ECH	Credits	Assignment Paid Amount	Rate	Consultation Stipend	Section Start Date	Section End Date
0000799	Avalos-Thompson, Marlena	CSS-100-1L	College Study Seminar	0.08	3	\$2,980.23	\$993.41	\$79.47	7/6/2021	8/4/2021
0003075	Behling, William	BUS-111-11	Introduction to Business	0.12	3	\$3,132.15	\$1,044.05	\$125.29	6/14/2021	8/2/2021
0156441	Campbell, Dana	CHM-105-H1	General Chemistry I	0.12	5	\$7,308.35	\$1,044.05	\$125.29	6/15/2021	8/5/2021
0007800	Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	0.12	3	\$3,132.15	\$1,044.05	\$125.29	6/14/2021	8/5/2021
0003183	Dukes, Jackie	LAW-208-1B	Police Organization and Admin	0.08	3	\$3,132.15	\$1,044.05	\$83.52	6/1/2021	7/1/2021
0205289	Dussman, Luke	LAW-202-11	Juvenile Delinquency	0.12	3	\$2,871.66	\$957.22	\$114.87	6/14/2021	8/4/2021
0003181	Dutt, Eric	ENG-102-32	Rhetoric II	0.12	3	\$3,132.15	\$1,044.05	\$125.29	6/15/2021	8/5/2021
0003210	Farina, Peter	BIO-212-2L	Microbiology	0.12	4	\$6,264.30	\$1,044.05	\$125.29	6/14/2021	8/5/2021
0024667	Festa, John	BUS-230-NR	Business Law and Contracts	0.12	3	\$2,991.42	\$997.14	\$119.66	6/14/2021	8/5/2021
0003110	Halm, James	SOC-100-21	Intro to Sociology	0.12	3	\$3,290.70	\$1,096.90	\$131.63	6/15/2021	8/5/2021
0002953	Hirsch, Maynard	BIO-102-1C	Introduction to Biology	0.12	4	\$6,420.84	\$1,070.14	\$128.42	6/15/2021	8/5/2021
0106675	Khalifeh, Khalaf	BIO-204-1L	Anatomy & Physiology II	0.12	4	\$3,131.10	\$1,043.70	\$125.24	6/14/2021	8/5/2021
0200721	Kilheeney, Heather	CHM-106-H1	General Chemistry II	0.12	5	\$6,643.56	\$949.08	\$113.89	6/14/2021	8/4/2021
0003176	Leven, Robert	BIO-203-31	Anatomy & Physiology I	0.12	4	\$3,290.70	\$1,096.90	\$131.63	6/14/2021	8/4/2021
0002037	LoPresti, Joseph	ART-120-1G	Art Appreciation	0.12	3	\$3,132.15	\$1,044.05	\$125.29	6/14/2021	8/4/2021
0173996	Mallett, Klaudia	PSY-215-22	Life Span: Survey of Human Dev	0.12	3	\$2,980.23	\$993.41	\$119.21	6/15/2021	8/5/2021
167581	Martinez, Salvador	ENG-088-32	Basic Composition	0.12	3	\$2,980.23	\$993.41	\$119.21	6/14/2021	8/4/2021
0003160	Perusich, James	ENG-086-1E	Reading & Writing III	0.12	3	\$3,132.15	\$1,044.05	\$125.29	6/14/2021	8/4/2021
0003149	Sassetti, James	LAW-206-11	Criminal Investigations	0.12	3	\$3,132.15	\$1,044.05	\$125.29	6/15/2021	8/5/2021
0189751	Selvaggio, Nicole	ENG-102-22	Rhetoric II	0.12	3	\$2,847.24	\$949.08	\$113.89	6/14/2021	8/4/2021
0181260	Smith, Jeanine	HCP-130-11	Medical Terminology	0.12	3	\$2,980.23	\$993.41	\$119.21	6/15/2021	8/5/2021
0003165	Smith-Irowa, Pamela	ENG-102-1E	Rhetoric II	0.12	3	\$3,290.70	\$1,096.90	\$131.63	6/15/2021	8/5/2021
0189488	Swint, Ashley	BUS-111-NR	Introduction to Business	0.12	3	\$2,980.23	\$993.41	\$119.21	6/14/2021	8/5/2021
0156444	Talwar, Sundeep	CHM-100-2K	Fundamentals of Chemistry	0.12	4	\$5,694.48	\$949.08	\$113.89	6/14/2021	8/4/2021
0159232	Thelemaque, Cristina	BIO-102-21	Introduction to Biology	0.12	4	\$6,581.40	\$1,096.90	\$131.63	6/14/2021	8/5/2021
0198069	Tsang, Yukto	BIO-204-2C	Anatomy & Physiology II	0.12	4	\$2,871.66	\$957.22	\$114.87	6/14/2021	8/4/2021
							<b>Total</b>	<b>\$3,113.35</b>		

**From:** [Keith McLaughlin](#)  
**To:** [Liliana Raygoza](#)  
**Cc:** [Ana L Valdez](#); [Board Materials](#)  
**Subject:** Re: August Board Item - 10% English Adjunct Stipend Report Summer 2021  
**Date:** Tuesday, July 20, 2021 8:44:36 AM

---

I approve this for Action at the August BOT Meeting.

On Jul 19, 2021, at 5:22 PM, Liliana Raygoza <[Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)> wrote:

Hi Keith,

Attached is the 10% English Stipend Report that need your approval for the August Board Meeting.

Thank you,

**Liliana Raygoza**

Executive Assistant to the Associate Provost

[<image001.jpg>](#)

**P:** (708) 656-8000 Ext. 2330

**E:** [Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)

[www.morton.edu](http://www.morton.edu)

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<PROPOSED ACTION- 10% ENG Adjunct Stipend\_SU2021.docx>

<ENG 10% ADJUNCT STIPEND REPORT\_SU2021.pdf>

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE COMPENSATION REPORT FOR ADJUNCT FACULTY MEMBERS TEACHING ENGLISH 101,102, 086, 088, 071, 076, 151 AND 152 FOR SPRING SEMESTER 2021 IN THE AMOUNT OF \$1,822.97 AS SUBMITTED.

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

**COST ANALYSIS:** \$1,822.97 – Per Board-Union Agreement, Section 11.7, Adjunct Faculty teaching ENG 101, 102, 086, 088, 071, 076,151 and 152 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

**ATTACHMENT:** English 10% Adjunct Stipend Report – Summer 2021

### ENG 10% Adjunct Stipend Report Summer 2021

Adjunct Full Name	CRS ID#	Course Title	Course Stipend	10% Stipend	Total Sumed Up	Start Date	End Date
Dutt, Eric	ENG-102-32	Rhetoric II	\$ 3,132.15	\$ 313.22	\$ 313.22	6/15/2021	8/5/2021
Martinez, Salvador	ENG-088-32	Basic Composition	\$ 2,980.23	\$ 298.02	\$ 298.02	6/15/2021	8/5/2021
Perusich, James	ENG-086-1E	Reading & Writing III	\$ 3,132.15	\$ 313.22	\$ 313.22	6/14/2021	8/4/2021
Selvaggio, Nicole	ENG-101-22	Rhetoric I	\$ 2,847.24	\$ 284.72	\$ 569.45	6/15/2021	8/5/2021
Selvaggio, Nicole	ENG-102-22	Rhetoric II	\$ 2,847.24	\$ 284.72		6/14/2021	8/4/2021
Smith-Irowa, Pamela	ENG-102-1E	Rhetoric II	\$ 3,290.70	\$ 329.07	\$ 329.07	6/15/2021	8/5/2021
<b>Grand Total</b>				<b>\$ 1,822.97</b>	<b>\$ 1,822.97</b>		

**From:** [Keith McLaughlin](#)  
**To:** [Liliana Raygoza](#)  
**Cc:** [Ana L Valdez](#); [Board Materials](#)  
**Subject:** Re: August Board Item - Differential/CBA Report for Summer 2021  
**Date:** Tuesday, July 20, 2021 8:43:54 AM

---

I approve this for Action at the August BOT Meeting.

On Jul 19, 2021, at 5:34 PM, Liliana Raygoza <[Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)> wrote:

Hi Keith,

Attached are Differential/CBA pay report and board action form that need Board approval at the August Regular Board Meeting.

Regards,

**Liliana Raygoza**  
Executive Assistant to the Associate Provost  
<[image003.jpg](#)> **P:** (708) 656-8000. Ext. 2330  
**E:** [Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)  
[www.morton.edu](http://www.morton.edu)

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<PROPOSED ACTION\_DIFF PAY REPORT SU21.docx>

<SUMMER 2021\_DIFF PAY STIPEND REPORT.pdf>

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE DIFFERENTIAL PAY REPORT FOR FACULTY IN THE AMOUNT OF \$15,002.13 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:** \$15,002.13 – Full-Time & Part-Time Faculty

**ATTACHMENT:** Differential/CBA Pay Stipend Report – Summer 2021

## 2021 Summer Course by Arrangements/Independent Study

[illegible]



**From:** [Keith McLaughlin](#)  
**To:** [Liliana Raygoza](#)  
**Cc:** [Ana L Valdez](#); [Board Materials](#)  
**Subject:** Re: August Board Action - Adjunct Employment Report  
**Date:** Tuesday, July 20, 2021 8:43:08 AM

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I approve this for Action at the August BOT Meeting.

On Jul 19, 2021, at 5:37 PM, Liliana Raygoza <[Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)> wrote:

Hello Keith,

Attached is the Summer 2021 Adjunct Report board action form and report.

 **Liliana Raygoza**  
Executive Assistant to the Associate Provost  
**P:** (708) 656-8000. Ext. 2330  
**E:** [Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)  
[www.morton.edu](http://www.morton.edu)

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<PROPOSED ACTION\_ADJUNCT FACULTY REPORT SU21.docx>  
<SUMMER 2021\_ADJUNCT REPORT.pdf>

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR SUMMER SEMESTER 2021 AT TOTAL AMOUNT OF \$153,570.29 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

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

**COST ANALYSIS:** \$153,570.29 pending additional class cancellations and/or additions, which would subsequently be submitted for approval

**ATTACHMENT:** Adjunct Faculty Stipend Report – Summer 2021

## 2021 Summer Adjunct Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Faculty Assignment Load	Assignment Paid Amount	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method
0206560	Akpan, Anitha	NUR-105-A1	Basic Nursing Assistant Traini	9	2.93	\$2,669.52	7	6/1/2021	7/24/2021	LAB
0000799	Avalos-Thompson, Marlena	CSS-100-1L	College Study Seminar	8	3	\$2,980.23	3	7/6/2021	8/4/2021	LEC
0003075	Behling, William	BUS-111-11	Introduction to Business	11	3	\$3,132.15	3	6/14/2021	8/2/2021	LEC
0003075	Behling, William	BUS-208-1E	Principles of Management	13	3	\$3,132.15	3	6/14/2021	8/4/2021	LEC
0204227	Bostic, Josephine	NUR-105-A1	Basic Nursing Assistant Traini	10	2.94	\$3,069.51	7	7/3/2021	7/24/2021	CLN
0156441	Campbell, Dana	CHM-105-H1	General Chemistry I	13	3	\$3,132.15	5	6/15/2021	8/5/2021	LAB
0156441	Campbell, Dana	CHM-105-H1	General Chemistry I	13	4	\$4,176.20	5	6/15/2021	8/5/2021	LEC
0193047	Collins, Lorita	NUR-105-A1	Basic Nursing Assistant Traini	10	2.94	\$2,790.30	7	6/26/2021	7/24/2021	CLN
0007800	Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	10	3	\$3,132.15	3	6/14/2021	8/5/2021	LEC
0200487	Deloera, Lacey	NUR-119-F1	Nursing Care of Adults	8	1	\$949.08	4	6/15/2021	8/7/2021	LEC
0200487	Deloera, Lacey	NUR-119-F1	Nursing Care of Adults	8	1	\$2,847.24	4	6/15/2021	8/7/2021	CLN
0200487	Deloera, Lacey	NUR-119-F2	Nursing Care of Adults	5	1	\$949.08	4	6/15/2021	8/7/2021	LEC
0200487	Deloera, Lacey	NUR-119-F3	Nursing Care of Adults	6	1	\$949.08	4	6/15/2021	8/7/2021	LEC
0160009	Dillinger, Benjamin	MUS-138-1R	Private Applied Strings Major	1	0	\$0.00	2	6/18/2021	8/5/2021	LEC
0003183	Dukes, Jackie	LAW-208-1B	Police Organization and Admin	9	3	\$3,132.15	3	6/1/2021	7/1/2021	LEC
0205289	Dussman, Luke	LAW-202-11	Juvenile Delinquency	10	3	\$2,871.66	3	6/14/2021	8/4/2021	LEC
0003181	Dutt, Eric	ENG-102-32	Rhetoric II	11	3	\$3,132.15	3	6/15/2021	8/5/2021	LEC
0003210	Farina, Peter	BIO-212-2L	Microbiology	9	3	\$3,132.15	4	6/14/2021	8/5/2021	LAB
0003210	Farina, Peter	BIO-212-2L	Microbiology	9	3	\$3,132.15	4	6/14/2021	8/5/2021	LEC
0024667	Festa, John	BUS-230-NR	Business Law and Contracts	10	3	\$2,991.42	3	6/14/2021	8/5/2021	LEC
0162452	Foltz, Chris		Special Project			\$2,980.23		6/16/2021	8/5/2021	
0003110	Halm, James	SOC-100-21	Intro to Sociology	25	3	\$3,290.70	3	6/15/2021	8/5/2021	LEC
0177808	Harmon, Loretta	NUR-201-G1	LPN to ADN Transition Br	5	6	\$5,960.46	8	6/1/2021	8/2/2021	CLN
0002953	Hirsch, Maynard	BIO-102-1C	Introduction to Biology	20	3	\$3,210.42	4	6/15/2021	8/5/2021	LAB
0002953	Hirsch, Maynard	BIO-102-1C	Introduction to Biology	20	3	\$3,210.42	4	6/15/2021	8/5/2021	LEC
0106675	Khalifeh, Khalaf	BIO-204-1L	Anatomy & Physiology II	20	3	\$3,131.10	4	6/14/2021	8/5/2021	LEC
0200721	Kilheeney, Heather	CHM-106-H1	General Chemistry II	12	3	\$2,847.24	5	6/14/2021	8/4/2021	LAB
0200721	Kilheeney, Heather	CHM-106-H1	General Chemistry II	12	4	\$3,796.32	5	6/14/2021	8/4/2021	LEC
0003176	Leven, Robert	BIO-203-11	Anatomy & Physiology I	20	3	\$3,290.70	4	6/15/2021	8/5/2021	LEC
0003176	Leven, Robert	BIO-203-31	Anatomy & Physiology I	11	3	\$3,290.70	4	6/14/2021	8/4/2021	LEC
0002037	LoPresti, Joseph	ART-120-1G	Art Appreciation	13	3	\$3,132.15	3	6/14/2021	8/4/2021	LEC
0173996	Mallett, Klaudia	PSY-101-32	Intro to Psychology	18	3	\$2,980.23	3	7/6/2021	8/5/2021	LEC
0173996	Mallett, Klaudia	PSY-215-22	Life Span: Survey of Human Dev	20	3	\$2,980.23	3	6/15/2021	8/5/2021	LEC
167581	Martinez, Salvador	ENG-088-32	Basic Composition	18	3	\$2,980.23	3	6/14/2021	8/4/2021	LEC

## 2021 Summer Adjunct Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Faculty Assignment Load	Assignment Paid Amount	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method
0062924	Montiel, Octavio	MUS-160-1R	Private Applied Piano Music Major	1	0	\$0.00	2	6/18/2021	8/5/2021	LEC
0003160	Perusich, James	ENG-086-1E	Reading & Writing III	18	3	\$3,132.15	3	6/14/2021	8/4/2021	LEC
0066995	Rosa, Cari	NUR-119-F2	Nursing Care of Adults	6	2.25	\$2,049.98	4	6/19/2021	8/7/2021	CLN
0066995	Rosa, Cari	NUR-119-F3	Nursing Care of Adults	8	2.25	\$2,049.98	4	6/19/2021	8/7/2021	CLN
0000797	Ruiz, Ruben	OMT-216-MI	Spreadsheet Software Fundament	8	1	\$1,044.05	1	6/21/2021	6/24/2021	LEC
0000797	Ruiz, Ruben	OMT-218-MI	Database Software Fundamentals	7	1	\$1,044.05	1	7/12/2021	7/15/2021	LEC
0000797	Ruiz, Ruben	OMT-219-NR	Database Software Advanced	6	2	\$2,088.10	2	7/19/2021	7/29/2021	LEC
0003149	Sassetti, James	LAW-206-11	Criminal Investigations	13	3	\$3,132.15	3	6/15/2021	8/5/2021	LEC
0160546	Schrey, Courtney	CHM-100-1B	Fundamentals of Chemistry	19	3	\$3,132.15	4	6/15/2021	8/5/2021	LAB
0160546	Schrey, Courtney	CHM-100-1B	Fundamentals of Chemistry	19	3	\$3,132.15	4	6/15/2021	8/5/2021	LEC
0189751	Selvaggio, Nicole	ENG-101-22	Rhetoric I	22	3	\$2,847.24	3	6/15/2021	8/5/2021	LEC
0189751	Selvaggio, Nicole	ENG-102-22	Rhetoric II	19	3	\$2,847.24	3	6/14/2021	8/4/2021	LEC
0181260	Smith, Jeanine	HCP-130-11	Medical Terminology	8	3	\$2,980.23	3	6/15/2021	8/5/2021	LEC
0003165	Smith-Irowa, Pamela	ENG-102-1E	Rhetoric II	14	3	\$3,290.70	3	6/15/2021	8/5/2021	LEC
0189488	Swint, Ashley	BUS-111-NR	Introduction to Business	14	3	\$2,980.23	3	6/14/2021	8/5/2021	LEC
0156444	Talwar, Sundeep	CHM-100-2K	Fundamentals of Chemistry	12	3	\$2,847.24	4	6/14/2021	8/4/2021	LAB
0156444	Talwar, Sundeep	CHM-100-2K	Fundamentals of Chemistry	12	3	\$2,847.24	4	6/14/2021	8/4/2021	LEC
0159232	Thelemaque, Cristina	BIO-102-21	Introduction to Biology	18	3	\$3,290.70	4	6/14/2021	8/5/2021	LAB
0159232	Thelemaque, Cristina	BIO-102-21	Introduction to Biology	18	3	\$3,290.70	4	6/14/2021	8/5/2021	LEC
0159232	Thelemaque, Cristina	BIO-203-2D	Anatomy & Physiology I	12	3	\$3,290.70	4	6/15/2021	8/5/2021	LEC
0198069	Tsang, Yukto	BIO-204-2C	Anatomy & Physiology II	12	3	\$2,871.66	4	6/14/2021	8/4/2021	LEC
					<b>Total</b>	<b>\$153,570.29</b>				

**PROPOSED ACTION:** APPROVAL OF THE ADDENDUM-FACULTY OVERLOAD REPORT FOR SUMMER 2021 SEMESTER IN THE AMOUNT \$434,457.28 AS SUBMITTED.

**RATIONALE:** [Required by Board Policy 2.3, the Board-Union Agreement, and Chapter 110, Act 805, Section 3-26 of the Illinois Compiled Statutes]  
Includes full-time faculty – additional assignments and special projects, per section 9.14 Released Time and section 9.17.1 Department Chairs and Program Chairs.

**COST ANALYSIS:** \$403,560.16 Overload Classes Approved at the June Board Meeting  
\$ 30,897.12 Overload adjustment  
\$434,457.28 Total Overall Overload Summer 2021

**ATTACHMENT:** Addendum Faculty Overload Employment Report – Summer 2021

## 2021 Summer Overall Overload Report

Faculty ID	Person Full Name	Section Name	Section Title	Load	Classes Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method	Enrollment
0000770	Abrahamson, Maura	GEG-105-NR	World Regional Geography	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	31
0000770	Abrahamson, Maura	PHI-125-NR	Wrl'd Religions in Global Conte	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	19
0000770	Abrahamson, Maura		Department Chair	1		\$1,339.00					
				<b>7</b>	<b>\$8,034.00</b>	<b>\$1,339.00</b>					
0200290	Ashraf, Asiyya	BIO-202-NR	Environmental Biology	3	\$3,600.00		3	6/14/2021	8/5/2021	LEC	9
0200290	Ashraf, Asiyya	BIO-212-1C	Microbiology	6	\$7,200.00		4	6/14/2021	8/5/2021	LEC/LAB	16
0200290	Ashraf, Asiyya	BIO-212-3H	Microbiology	6	\$7,200.00		4	6/15/2021	8/5/2021	LEC/LAB	10
0200290	Ashraf, Asiyya		Lab Prep	2	\$2,400.00						
				<b>17</b>	<b>\$20,400.00</b>						
0166671	Bonick, Cara		Special Project	4		\$4,800.00		7/6/2021	8/5/2021		
				<b>4</b>		<b>\$4,800.00</b>					
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	2	\$2,496.00		8	6/1/2021	8/2/2021	LAB	5
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	5	\$6,240.00		8	6/1/2021	8/2/2021	LEC	5
0200240	Cardona, Alicia		Special Project - MC Success Grant	2		\$2,496.00		8/10/2021	8/10/2021		
				<b>7</b>	<b>\$8,736.00</b>	<b>\$2,496.00</b>					
0200455	Caruso, Lauren		Department Chair	1		\$1,248.00		6/1/2021	8/5/2021		
0200455	Caruso, Lauren		Special Project	2		\$2,496.00		6/16/2021	8/5/2021		
				<b>3</b>		<b>\$3,744.00</b>					
0000924	Casey, Craig	PHS-101-1C	Astronomy	3	\$3,873.00		3	6/15/2021	8/5/2021	LEC	9
0000924	Casey, Craig	PHS-103-1E	Physical Science I	5	\$6,455.00		4	6/14/2021	8/4/2021	LEC/LAB	12
0000924	Casey, Craig	PHY-101-1B	General Physics I	7	\$9,037.00		5	6/14/2021	8/5/2021	LEC/LAB	8
0000924	Casey, Craig	EGR-120-1L	Statistics	3	\$3,873.00		3	6/16/2021	8/4/2021	LEC	6
0000924	Casey, Craig		Department Chair	1		\$1,291.00		6/1/2021	8/5/2021		
0000924	Casey, Craig		Lab Prep	2	\$2,582.00						
				<b>21</b>	<b>\$25,820.00</b>	<b>\$1,291.00</b>					
0000829	Casey, Robert	MAT-110-1E	College Trig	3	\$3,873.00		3	6/15/2021	8/5/2021	LEC	10
0000829	Casey, Robert	MAT-203-1H	Calculus III	4	\$5,164.00		4	6/15/2021	8/5/2021	LEC	9
				<b>7</b>	<b>\$9,037.00</b>						
0000794	Crockett, Janet	CHM-205-1D	Organic Chemistry I	9	\$11,619.00		5	6/14/2021	8/4/2021	LEC/LAB	5
0000794	Crockett, Janet		Lab Prep	2	\$2,582.00						
				<b>9</b>	<b>\$14,201.00</b>						
0000917	Dominguez, Carlos	MAT-124-NR	Finite Mathematics	4	\$5,164.00		4	6/14/2021	8/5/2021	LEC	8
0000917	Dominguez, Carlos	MAT-141-NR	Statistics	4	\$5,164.00		4	6/14/2021	8/5/2021	LEC	29
0000917	Dominguez, Carlos		Special Project - MC Success Grant	1		\$1,291.00					
				<b>9</b>	<b>\$10,328.00</b>	<b>\$1,291.00</b>					
0195025	Edgar, Jason	SPE-101-3E	Principles of Public Speaking	3	\$3,744.00		3	6/14/2021	8/4/2021	LEC	22
0195025	Edgar, Jason	SPE-101-42	Principles of Public Speaking	3	\$3,744.00		3	6/14/2021	8/4/2021	LEC	17
0195025	Edgar, Jason	SPE-101-52	Principles of Public Speaking	3	\$3,744.00		3	6/15/2021	8/5/2021	LEC	16
				<b>9</b>	<b>\$11,232.00</b>						
0000805	Flasza, Jamie	PEC-171-G6	Physical Fitness	2	\$2,496.00		1	6/14/2021	8/5/2021	LAB	9

## 2021 Summer Overall Overload Report

Faculty ID	Person Full Name	Section Name	Section Title	Load	Classes Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method	Enrollment
0000805	Flasza, Jamie	PEH-101-NR	Personal & Community Health	2	\$2,496.00		2	6/14/2021	8/5/2021	LEC	11
0000805	Flasza, Jamie	PEH-103-21	Nutrition	2	\$2,496.00		2	6/15/2021	8/3/2021	LEC	11
0000805	Flasza, Jamie	PEH-103-NR	Nutrition	2	\$2,496.00		2	6/14/2021	8/5/2021	LEC	24
				<b>8</b>	<b>\$9,984.00</b>						
0000935	Gatyas, Kenton	HIS-103-NR	Early Western Civilization	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	30
0000935	Gatyas, Kenton	HIS-105-1F	American History to 1865	3	\$4,017.00		3	6/14/2021	8/4/2021	LEC	11
0000935	Gatyas, Kenton	PHI-126-NR	Introduction to Ethics	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	30
0000935	Gatyas, Kenton	PHI-201-NR	Philosophy	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	17
0000935	Gatyas, Kenton	POL-201-NR	US Natl Government	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	16
				<b>15</b>	<b>\$20,085.00</b>						
0000724	Gilligan, Brian	BUS-102-11	Managerial Accounting	3	\$3,873.00		3	6/14/2021	8/4/2021	LEC	19
0000724	Gilligan, Brian		Department Chair	1		\$1,291.00		6/1/2021	8/5/2021		
				<b>4</b>	<b>\$3,873.00</b>	<b>\$1,291.00</b>					
0000896	Ginley, Steven	SPE-101-NR	Principles of Public Speaking	3	\$3,873.00		3	6/1/2021	6/30/2021	LEC	20
0000896	Ginley, Steven	SPE-101-NR2	Principles of Public Speaking	3	\$3,873.00		3	6/1/2021	6/30/2021	LEC	25
				<b>6</b>	<b>\$7,746.00</b>						
0165694	Helmus, Sara		Lab Prep	2	\$2,582.00			6/16/2021	8/31/2021		
0165694	Helmus, Sara		Special Project: MC - Success Grant			\$9,037.00		6/16/2021	8/31/2021		
				<b>2</b>	<b>\$2,582.00</b>	<b>\$9,037.00</b>					
0002912	Imburgia, Joseph	PSY-101-2B	Intro to Psychology	3	\$3,873.00		3	6/14/2021	8/4/2021	LEC	31
				<b>3</b>	<b>\$3,873.00</b>						
0060105	Jonas, David	HVA-201-11	Commercial Refrigeration	6	\$7,488.00		3	6/14/2021	8/4/2021	LEC/LAB	7
				<b>6</b>	<b>\$7,488.00</b>						
0194869	Manning, Bryant		Special Project - ILC Assignments	3		\$3,744.00		6/1/2021	8/5/2021		
				<b>3</b>		<b>\$3,744.00</b>					
0000769	Mohr, Michele		Department Chair	1		\$1,291.00		6/1/2021	8/5/2021		
				<b>1</b>		<b>\$1,291.00</b>					
0002467	Montgomery, Jered	HUM-150-1C	Humanities Through the Arts	3	\$3,600.00		3	6/15/2021	8/5/2021	LEC	18
0002467	Montgomery, Jered	MUS-100-1C	Music Appreciation	3	\$3,600.00		3	6/15/2021	8/5/2021	LEC	24
				<b>6</b>	<b>\$7,200.00</b>						
0192112	Mulvey, Irene	NUR-105-A1	Basic Nursing Assistant Traini	4.88	\$5,856.00		7	6/1/2021	7/24/2021	LEC	9
0192112	Mulvey, Irene		NUR Lead Instructor		\$3,600.00			6/16/2021	8/5/2021		
				<b>4.88</b>	<b>\$9,456.00</b>						
0000747	Paez, Elizabeth	MAT-080-1B	Mathematics Fundamentals	3	\$3,744.00		3	6/14/2021	8/5/2021	LEC	8
0000747	Paez, Elizabeth	MAT-097-CR1	Intermediate Algebra Support	3	\$3,744.00		3	6/14/2021	8/5/2021	LEC	14
0000747	Paez, Elizabeth	MAT-105-CR1	College Algebra	4	\$4,992.00		4	6/14/2021	8/5/2021	LEC	14
				<b>10</b>	<b>\$12,480.00</b>						
0002913	Pearson, Dennis		BIO - Lab Instructor	16.2	\$20,914.20			6/16/2021	8/31/2021		
0002913	Pearson, Dennis		Lab Prep	2	\$2,582.00			6/16/2021	8/31/2021	LEC	
				<b>2</b>	<b>\$23,496.20</b>						

## 2021 Summer Overall Overload Report

Faculty ID	Person Full Name	Section Name	Section Title	Load	Classes Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method	Enrollment
0000820	Pencheva, Tsonka		Special Project - Coor of CLC	12.87		\$16,061.76		6/16/2021	8/31/2021	LEC	
				<b>12.87</b>		<b>\$16,061.76</b>					
0177526	Pierce, Tom	ENG-088-1B	Basic Composition	3	\$3,873.00		3	6/14/2021	8/4/2021	LEC	11
0177526	Pierce, Tom	ENG-088-2E	Basic Composition	3	\$3,873.00		3	6/15/2021	8/5/2021	LEC	8
0177526	Pierce, Tom	ENG-101-1E	Rhetoric I	3	\$3,873.00		3	6/14/2021	8/4/2021	LEC	12
				<b>9</b>	<b>\$11,619.00</b>						
0160605	Primm, Rebecca	ART-113-1C	Ceramics I	6	\$7,488.00		3	6/15/2021	8/5/2021	LAB	8
0160605	Primm, Rebecca	ART-213-1C	Ceramics II	0	\$0.00		3	6/15/2021	8/5/2021	X-Listed LAB	0
0160605	Primm, Rebecca		Department Chair	1		\$1,248.00		6/1/2021	8/5/2021		
				<b>7</b>	<b>\$7,488.00</b>	<b>\$1,248.00</b>					
0195558	Pulaski, Andrew		Department Chair	1		\$1,291.00		6/1/2021	8/5/2021		
				<b>1</b>		<b>\$1,291.00</b>					
0056628	Roman, Daniel	ART-126-11	Art History II Renaissance & B	3	\$4,017.00		3	6/16/2021	8/4/2021	LEC	7
				<b>3</b>	<b>\$4,017.00</b>						
0165693	Romero Yuste, Maria	HUM-154-1F	Latin American Culture	3	\$4,017.00		3	6/15/2021	8/5/2021	LEC	15
0165693	Romero Yuste, Maria	SPN-101-1C	Beginning Spanish I	4	\$5,356.00		4	6/15/2021	8/5/2021	LEC	11
				<b>7</b>	<b>\$9,373.00</b>						
0207590	Rousseau, Nicole	SOC-100-1G	Intro to Sociology	3	\$3,873.00		3	6/14/2021	8/4/2021	LEC	23
0207590	Rousseau, Nicole	SOC-101-1D	The Family	3	\$3,873.00		3	6/14/2021	8/4/2021	LEC	22
				<b>6</b>	<b>\$7,746.00</b>						
0197705	Russo Neri, Trisha	MAT-102-NR	General Education Mathematics	4	\$4,800.00		4	6/14/2021	8/5/2021	LEC	16
0197705	Russo Neri, Trisha	MAT-105-NR	College Algebra	4	\$4,800.00		4	6/14/2021	8/5/2021	LEC	17
				<b>8</b>	<b>\$9,600.00</b>						
0000907	Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	5	\$6,455.00		3	6/14/2021	8/4/2021	LEC/LAB	12
0000907	Sanchez, Luis	CAD-220-12	Autodesk Inventor	5	\$6,455.00		3	6/15/2021	8/5/2021	LEC	14
				<b>10</b>	<b>\$12,910.00</b>						
0002668	Sedaie, Behrooz	ECO-101-1E	Principles of Economics I	3	FT Salary		3	6/15/2021	8/5/2021	LEC	27
				<b>3</b>	<b>\$0.00</b>						
0000731	Seo, Kymberly	BIO-100-NR	Introducing Biology	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	21
0000731	Seo, Kymberly	BIO-100-NR2	Introducing Biology	3	\$4,017.00		3	6/14/2021	8/5/2021	LEC	22
0000731	Seo, Kymberly		BIO - Lab Instructor	10.8	\$14,461.20			6/16/2021	8/31/2021		
0000731	Seo, Kymberly		Lab Prep	2	\$2,678.00			6/16/2021	8/31/2021		
0000731	Seo, Kymberly		Special Project - MC Success Grant	2		\$2,678.00					
				<b>20.8</b>	<b>\$25,173.20</b>	<b>\$2,678.00</b>					
0197678	Skurski, Katherine		NUR Lead Instructor	0.44	\$549.12			6/16/2021	8/5/2021		
				<b>0.44</b>	<b>\$549.12</b>						
0003089	Sleeth, Bradley	GEL-101-1E	Physical Geology	6	\$7,488.00		4	6/15/2021	8/5/2021	LEC/LAB	12
				<b>6</b>	<b>\$7,488.00</b>						
0000943	Spaniol, Scott	MAT-201-NR	Calculus I	5	\$6,455.00		5	6/14/2021	8/5/2021	LEC	11
0000943	Spaniol, Scott	MAT-202-NR	Calculus II	5	\$6,455.00		5	6/14/2021	8/5/2021	LEC	11



## 2021 Summer Overall Overload Report

[illegible]

## 2021 Summer Overload Report - Classes Only

Faculty ID	Person Full Name	Section Name	Section Title	Load	Assignment Paid Amount	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method	Enrollment
0000770	Abrahamson, Maura	GEG-105-NR	World Regional Geography	3	\$4,017.00	3	6/14/2021	8/5/2021	LEC	31
0000770	Abrahamson, Maura	PHI-125-NR	Wrld Religions in Global Conte	3	\$4,017.00	3	6/14/2021	8/5/2021	LEC	19
				<b>6</b>	<b>\$8,034.00</b>					
0200290	Ashraf, Asiyya	BIO-202-NR	Environmental Biology	3	\$3,600.00	3	6/14/2021	8/5/2021	LEC	9
0200290	Ashraf, Asiyya	BIO-212-1C	Microbiology	6	\$7,200.00	4	6/14/2021	8/5/2021	LEC/LAB	16
0200290	Ashraf, Asiyya	BIO-212-3H	Microbiology	6	\$7,200.00	4	6/15/2021	8/5/2021	LEC/LAB	10
0200290	Ashraf, Asiyya		Lab Prep	2	\$2,400.00					
				<b>17</b>	<b>\$20,400.00</b>					
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	2	\$2,496.00	8	6/1/2021	8/2/2021	LAB	5
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	5	\$6,240.00	8	6/1/2021	8/2/2021	LEC	5
				<b>7</b>	<b>\$8,736.00</b>					
0000924	Casey, Craig	PHS-101-1C	Astronomy	3	\$3,873.00	3	6/15/2021	8/5/2021	LEC	9
0000924	Casey, Craig	PHS-103-1E	Physical Science I	5	\$6,455.00	4	6/14/2021	8/4/2021	LEC/LAB	12
0000924	Casey, Craig	PHY-101-1B	General Physics I	7	\$9,037.00	5	6/14/2021	8/5/2021	LEC/LAB	8
0000924	Casey, Craig	EGR-120-1L	Statistics	3	\$3,873.00	3	6/16/2021	8/4/2021	LEC	6
0000924	Casey, Craig		Lab Prep	2	\$2,582.00					
				<b>20</b>	<b>\$25,820.00</b>					
0000829	Casey, Robert	MAT-110-1E	College Trig	3	\$3,873.00	3	6/15/2021	8/5/2021	LEC	10
0000829	Casey, Robert	MAT-203-1H	Calculus III	4	\$5,164.00	4	6/15/2021	8/5/2021	LEC	9
				<b>7</b>	<b>\$9,037.00</b>					
0000794	Crockett, Janet	CHM-205-1D	Organic Chemistry I	9	\$11,619.00	5	6/14/2021	8/4/2021	LEC/LAB	5
0000794	Crockett, Janet		Lab Prep	2	\$2,582.00					
				<b>9</b>	<b>\$14,201.00</b>					
0000917	Dominguez, Carlos	MAT-124-NR	Finite Mathematics	4	\$5,164.00	4	6/14/2021	8/5/2021	LEC	8
0000917	Dominguez, Carlos	MAT-141-NR	Statistics	4	\$5,164.00	4	6/14/2021	8/5/2021	LEC	29
				<b>8</b>	<b>\$10,328.00</b>					
0195025	Edgar, Jason	SPE-101-3E	Principles of Public Speaking	3	\$3,744.00	3	6/14/2021	8/4/2021	LEC	22
0195025	Edgar, Jason	SPE-101-42	Principles of Public Speaking	3	\$3,744.00	3	6/14/2021	8/4/2021	LEC	17
0195025	Edgar, Jason	SPE-101-52	Principles of Public Speaking	3	\$3,744.00	3	6/15/2021	8/5/2021	LEC	16
				<b>9</b>	<b>\$11,232.00</b>					
0000805	Flasza, Jamie	PEC-171-G6	Physical Fitness	2	\$2,496.00	1	6/14/2021	8/5/2021	LAB	9
0000805	Flasza, Jamie	PEH-101-NR	Personal & Community Health	2	\$2,496.00	2	6/14/2021	8/5/2021	LEC	11
0000805	Flasza, Jamie	PEH-103-21	Nutrition	2	\$2,496.00	2	6/15/2021	8/3/2021	LEC	11
0000805	Flasza, Jamie	PEH-103-NR	Nutrition	2	\$2,496.00	2	6/14/2021	8/5/2021	LEC	24
				<b>8</b>	<b>\$9,984.00</b>					
0000935	Gatyas, Kenton	HIS-103-NR	Early Western Civilization	3	\$4,017.00	3	6/14/2021	8/5/2021	LEC	30
0000935	Gatyas, Kenton	HIS-105-1F	American History to 1865	3	\$4,017.00	3	6/14/2021	8/4/2021	LEC	11
0000935	Gatyas, Kenton	PHI-126-NR	Introduction to Ethics	3	\$4,017.00	3	6/14/2021	8/5/2021	LEC	30
0000935	Gatyas, Kenton	PHI-201-NR	Philosophy	3	\$4,017.00	3	6/14/2021	8/5/2021	LEC	17
0000935	Gatyas, Kenton	POL-201-NR	US Natl Government	3	\$4,017.00	3	6/14/2021	8/5/2021	LEC	16
				<b>15</b>	<b>\$20,085.00</b>					
0000724	Gilligan, Brian	BUS-102-11	Managerial Accounting	3	\$3,873.00	3	6/14/2021	8/4/2021	LEC	19
				<b>3</b>	<b>\$3,873.00</b>					

## 2021 Summer Overload Report - Classes Only

Faculty ID	Person Full Name	Section Name	Section Title	Load	Assignment Paid Amount	Section Minimum Credits	Section Start Date	Section End Date	Assignment Instructional Method	Enrollment
0000896	Ginley, Steven	SPE-101-NR	Principles of Public Speaking	3	\$3,873.00	3	6/1/2021	6/30/2021	LEC	20
0000896	Ginley, Steven	SPE-101-NR2	Principles of Public Speaking	3	\$3,873.00	3	6/1/2021	6/30/2021	LEC	25
				<b>6</b>	<b>\$7,746.00</b>					
0165694	Helmus, Sara		Lab Prep	2	\$2,582.00		6/16/2021	8/31/2021		
				<b>2</b>	<b>\$2,582.00</b>					
0002912	Imburgia, Joseph	PSY-101-2B	Intro to Psychology	3	\$3,873.00	3	6/14/2021	8/4/2021	LEC	31
				<b>3</b>	<b>\$3,873.00</b>					
0060105	Jonas, David	HVA-201-11	Commercial Refrigeration	6	\$7,488.00	3	6/14/2021	8/4/2021	LEC/LAB	7
				<b>6</b>	<b>\$7,488.00</b>					
0002467	Montgomery, Jered	HUM-150-1C	Humanities Through the Arts	3	\$3,600.00	3	6/15/2021	8/5/2021	LEC	18
0002467	Montgomery, Jered	MUS-100-1C	Music Appreciation	3	\$3,600.00	3	6/15/2021	8/5/2021	LEC	24
				<b>6</b>	<b>\$7,200.00</b>					
0192112	Mulvey, Irene	NUR-105-A1	Basic Nursing Assistant Traini	4.88	\$5,856.00	7	6/1/2021	7/24/2021	LEC	9
0192112	Mulvey, Irene		NUR Lead Instructor		\$3,600.00		6/16/2021	8/5/2021		
				<b>4.88</b>	<b>\$9,456.00</b>					
0000747	Paez, Elizabeth	MAT-080-1B	Mathematics Fundamentals	3	\$3,744.00	3	6/14/2021	8/5/2021	LEC	8
0000747	Paez, Elizabeth	MAT-097-CR1	Intermediate Algebra Support	3	\$3,744.00	3	6/14/2021	8/5/2021	LEC	14
0000747	Paez, Elizabeth	MAT-105-CR1	College Algebra	4	\$4,992.00	4	6/14/2021	8/5/2021	LEC	14
				<b>10</b>	<b>\$12,480.00</b>					
0002913	Pearson, Dennis		BIO - Lab Instructor	18	\$20,914.20		6/16/2021	8/31/2021		
0002913	Pearson, Dennis		Lab Prep	2	\$2,582.00		6/16/2021	8/31/2021	LEC	
				<b>2</b>	<b>\$23,496.20</b>					
0177526	Pierce, Tom	ENG-088-1B	Basic Composition	3	\$3,873.00	3	6/14/2021	8/4/2021	LEC	11
0177526	Pierce, Tom	ENG-088-2E	Basic Composition	3	\$3,873.00	3	6/15/2021	8/5/2021	LEC	8
0177526	Pierce, Tom	ENG-101-1E	Rhetoric I	3	\$3,873.00	3	6/14/2021	8/4/2021	LEC	12
				<b>9</b>	<b>\$11,619.00</b>					
0160605	Primm, Rebecca	ART-113-1C	Ceramics I	6	\$7,488.00	3	6/15/2021	8/5/2021	LAB	8
0160605	Primm, Rebecca	ART-213-1C	Ceramics II	0	\$0.00	3	6/15/2021	8/5/2021	X-Listed LAB	0
				<b>6</b>	<b>\$7,488.00</b>					
0056628	Roman, Daniel	ART-126-11	Art History II Renaissance & B	3	\$4,017.00	3	6/16/2021	8/4/2021	LEC	7
				<b>3</b>	<b>\$4,017.00</b>					
0165693	Romero Yuste, Maria	HUM-154-1F	Latin American Culture	3	\$4,017.00	3	6/15/2021	8/5/2021	LEC	15
0165693	Romero Yuste, Maria	SPN-101-1C	Beginning Spanish I	4	\$5,356.00	4	6/15/2021	8/5/2021	LEC	11
				<b>7</b>	<b>\$9,373.00</b>					
0207590	Rousseau, Nicole	SOC-100-1G	Intro to Sociology	3	\$3,873.00	3	6/14/2021	8/4/2021	LEC	23
0207590	Rousseau, Nicole	SOC-101-1D	The Family	3	\$3,873.00	3	6/14/2021	8/4/2021	LEC	22
				<b>6</b>	<b>\$7,746.00</b>					
0197705	Russo Neri, Trisha	MAT-102-NR	General Education Mathematics	4	\$4,800.00	4	6/14/2021	8/5/2021	LEC	16
0197705	Russo Neri, Trisha	MAT-105-NR	College Algebra	4	\$4,800.00	4	6/14/2021	8/5/2021	LEC	17
				<b>8</b>	<b>\$9,600.00</b>					
0000907	Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	5	\$6,455.00	3	6/14/2021	8/4/2021	LEC/LAB	12
0000907	Sanchez, Luis	CAD-220-12	Autodesk Inventor	5	\$6,455.00	3	6/15/2021	8/5/2021	LEC	14

## 2021 Summer Overload Report - Classes Only

[illegible]

**From:** [Keith McLaughlin](#)  
**To:** [Liliana Raygoza](#)  
**Cc:** [Ana L Valdez](#); [Board Materials](#); [Mireya Perez](#); [Derek C Shouba](#)  
**Subject:** Re: August Board Item - Lane Change for Melissa Stanukinas  
**Date:** Tuesday, July 20, 2021 8:46:21 AM

---

I approve this for Action at the August BOT Meeting.

On Jul 19, 2021, at 5:06 PM, Liliana Raygoza <[Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)> wrote:

Hello Keith,

Attached is Melissa Stanukinas' lane change that needs your approval for the August board meeting.

Thank you.

**Liliana Raygoza**

Executive Assistant to the Associate Provost

[<image001.jpg>](#)

**P:** (708) 656-8000, Ext. 2330

**E:** [Liliana.Raygoza@morton.edu](mailto:Liliana.Raygoza@morton.edu)

[www.morton.edu](http://www.morton.edu)

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<LANE CHANGE\_MELISSA STANUKINAS.pdf>

<PROPOSED ACTION-LANE CHANGE\_MELISSA STANUKINAS.docx>

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE MELISSA STANUKINAS FOR A LANE CHANGE FOR THE BIOLOGY DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 23, 2021.

**RATIONALE:** Per the Faculty CBA – Section 4.9.3

**COST ANALYSIS:** New salary per the CBA - \$56,620

**ATTACHMENTS:** Lane Change form

## APPLICATION FOR LANE CHANGE

Per Board-Union Agreement, I am requesting a lane change from:

Master's \_\_\_\_\_ to Master's + 12 \_\_\_\_\_  
Current Lane New Lane

(Please check)

☒ Effective - Fall Term

☐ Effective - Spring Term

☐ An official transcript reflecting an earned Doctorate degree has been forwarded to the President's Office for inclusion in my personnel file

☒ All completed documentation, including applicable transcripts, for PGCs has been approved by appropriate Dean and the Provost and is on file with the Office of the Provost

Melissa Stanukinas Melissa Stanukinas 7/1/2021  
Faculty: Printed Name Signature Date

APPROVED FOR LANE CHANGE:

Brandie Windham Brandie Windham 7/7/2021  
Dean: Printed Name Signature Date

Keith D. McLaughlin Keith D. McLaughlin 7/8/21  
Provost: Printed Name Signature Date

Stan Fields Stan Fields 7.8.21  
President: Printed Name Signature Date

\_\_\_\_\_

Date sent to HR for processing: \_\_\_\_\_ Date processed by HR: \_\_\_\_\_

## **MORTON COLLEGE BOARD OF TRUSTEES**

### **REQUEST FOR BOARD ACTION**

#### **PROPOSED ACTION:**

That the Board approve the temporary 10% special project stipend for Gina Torres, Career Services Coordinator for management of special project, Guided Pathways, effective May 22, 2021 to December 31, 2021.

#### **RATIONALE:**

The Guided Pathways Initiative is tied to the college's Strategic Plan and implementation is expected to be between 3-5 years. Currently FY21, we are in year one of the plan.

Stipend will be reviewed annually.

The Guided Pathways Project Manager responsibilities include but not limited to the following:

- Provides leadership to the Guided Pathways committee and core team.
- Guides and supports the integration, coordination, and outcomes driven efforts to support the institutionalization of guided pathways.
- Tracks the development of program pathways, creates timelines, monitors status of incorporating goals and celebrates milestones achieved.
- Maintains current knowledge of industry best practices and standards with Guided Pathways, keeping equity at the center of discussions. Attends professional associations or conferences to gain knowledge.
- Helps develop Guided Pathways program maps.
- Coordinates the development of college wide communication related with Guided Pathway.
- Builds and deliver presentations to college departments to show how Guided Pathways will be integrated throughout the instructional and student support functions of the college.
- Organize and plans committee meetings, events, and maintain records related to the Guided Pathway project.

**COST ANALYSIS:** \$4,500.00

**ATTACHEMENTS:** Union support statement.



## Michael T Brown

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**From:** Eric J Porod  
**Sent:** Thursday, August 12, 2021 10:13 AM  
**To:** Michael T Brown  
**Subject:** Re: Board Action - Guided Pathways

Michael,

Yes, that's fine. Because this is a multi-year initiative, the original agreement was to approve this for the entire year and revisit it annually to determine if it is needed to continue.

Eric

Sent from my iPhone

On Aug 12, 2021, at 10:01 AM, Michael T Brown <michael.brown2@morton.edu> wrote:

Hi Eric,

Just wanted to confirm this is still fine to continue for the Fall 21 term as well.

Thank you!

**Michael T. Brown**

Associate Dean, Student Services  
p: (708) 656-8000 ext. 1002  
e: [michael.brown2@morton.edu](mailto:michael.brown2@morton.edu)

Room # 107, Building B  
3801 S. Central Avenue  
Cicero, Illinois 60804-4398

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**From:** Marisol Velazquez  
**Sent:** Wednesday, August 11, 2021 11:17 AM  
**To:** Michael T Brown <michael.brown2@morton.edu>  
**Subject:** FW: Board Action - Guided Pathways

Sending again

---

**From:** Marisol Velazquez  
**Sent:** Tuesday, May 11, 2021 9:45 AM  
**To:** Michael T Brown <[michael.brown2@morton.edu](mailto:michael.brown2@morton.edu)>  
**Subject:** FW: Board Action - Guided Pathways

FYI

---

**From:** Marisol Velazquez  
**Sent:** Friday, February 19, 2021 8:58 PM  
**To:** Keith McLaughlin <[Keith.McLaughlin@morton.edu](mailto:Keith.McLaughlin@morton.edu)>  
**Cc:** Ana L Valdez <[ana.valdez@morton.edu](mailto:ana.valdez@morton.edu)>; Maria Sanchez Anderson <[maria.anderson@morton.edu](mailto:maria.anderson@morton.edu)>; Mireya Perez <[mireya.perez@morton.edu](mailto:mireya.perez@morton.edu)>  
**Subject:** Board Action - Guided Pathways

Hi Keith,

I would like to request your approval to submit the special project stipend for Gina Torres for her leadership with Guided Pathways.

Please review attached documentation, and let me know if you have any questions.

Sincerely,

**Marisol Velazquez**

Dean of Student Services

<OutlookEmoji-#007fcc5d-8ecf-4ea7-ab6d-ce46928efcfd.png>

**P:** (708) 656-8000, Ext. 2439

**E:** [Marisol.Velazquez@morton.edu](mailto:Marisol.Velazquez@morton.edu)

[www.morton.edu](http://www.morton.edu)

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Thank you.

<Board Action - Gina Torres.docx>

<Re\_ Stipend - Union.pdf>

**PROPOSED ACTION:** Approval of a 10% temporary work assignment for Michael Brown to be an Administrative to over-sight the Dean of Student Services Department.

**RATIONALE:** Temporary work assignment is defined as:

- Michael Brown is assigned to perform the required work in a higher position.
- Michael Brown will perform a preponderance of the duties of the higher position.

**COST ANALYSIS:** 10% higher than the employee's regular rate of compensation.

**ATTACHMENT:** Approved Temporary Work Assignment Form



### Temporary Work Assignment

Per section 6.7- Work Assignment: When an employee is assigned to work temporarily in a higher pay grade there shall be no change in the rate of compensation for ten (10) work days. Therefore, if the employee continues to work in the higher paying position, the employee shall be paid at the rate of compensation ten (10) percent higher than the employee's regular rate of compensation, and for those days worked in excess of said ten (10) days.

**Note: Temporary Assignment shall not exceed twelve 12 weeks.**

Temporary assignment is defined as:

- Is assigned to perform the required work in a higher position
- Performs a preponderance of the duties of the higher position.

Employee appointed temporary work assignment: Michael Brown.  
Several Job Duties of the Dean of Students

Employee reporting to: Marisol Velazquez

Start date of temporary assignment: 08/26/2021

End date of temporary assignment: 12/17/2021

Budget account number to be charged: 01-3080-30128-510100100

Temporary Duties/Responsibilities:

- Serves as the head of the student feedback committee, processing student appeals, complaints, and refund requests.
- Monitors the annual department budget, prepares and submits reports for dean of students office.
- Serves on the college's Behavioral Intervention Team to evaluate and assist students in crisis.

Reason for temporary work assignment:

Currently not filling the Dean of Student Services role.

Supervisor's Signature: \_\_\_\_\_

Date: 08/13/2021

CFO Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Provost Signature: \_\_\_\_\_

Date: 8/17/21

President Signature: \_\_\_\_\_

Date: 8/18/21

**PROPOSED ACTION:** Approval of a 10% temporary work assignment for Alison Gehrke to be an Administrative to over-sight Health Science, Nursing, and PTA.

**RATIONALE:** Temporary work assignment is defined as:

- Alison Gehrke is assigned to perform the required work in a higher position.
- Alison Gehrke will perform a preponderance of the duties of the higher position.

**COST ANALYSIS:** 10% higher than the employee's regular rate of compensation.

**ATTACHMENT:** Approved Temporary Work Assignment Form



### Temporary Work Assignment

Per section 6.7- Work Assignment: When an employee is assigned to work temporarily in a higher pay grade there shall be no change in the rate of compensation for ten (10) work days. Therefore, if the employee continues to work in the higher paying position, the employee shall be paid at the rate of compensation ten (10) percent higher than the employee's regular rate of compensation, and for those days worked in excess of said ten (10) days.

**Note: Temporary Assignment shall not exceed twelve 12 weeks.**

Temporary assignment is defined as:

- a. Is assigned to perform the required work in a higher position
- b. Performs a preponderance of the duties of the higher position.

Employee appointed temporary work assignment: Alison Gehlke  
Employee reporting to: Laurie Cashman (effective 8/25/21)  
Start date of temporary assignment: 8/1/21  
End date of temporary assignment: 12/31/21  
Budget account number to be charged: \_\_\_\_\_

Temporary Duties/Responsibilities:

Administrative oversight of Health Sciences - Nursing & PTIA

Reason for temporary work assignment:

Supervisor's Signature: [Signature] Date: 8/19/21  
CFO Signature: [Signature] Date: \_\_\_\_\_  
Provost Signature: [Signature] Date: 8/17/21  
President Signature: [Signature] Date: 8/18/21

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE A 10% TEMPORARY WORK ASSIGNMENT INCREASE FOR KARINA BAHENA IN THE DEAN'S OFFICE WITH AN EFFECTIVE START DATE OF JULY 19, 2021 THROUGH SEPTEMBER 30, 2021.

**RATIONALE**

KARINA HAS PERFORMED MANY ADDITIONAL DUTIES THIS PAST MONTH. SHE HAS ASSISTED WITH SCHEDULING, ADJUNCT CONTRACTS, AND OTHER ADMINISTRATIVE DUTIES AS REQUESTED. SHE WILL CONTINUE TO ASSIST AS NEEDED.

**COST ANALYSIS:**

10% OF HOURLY WAGE = \$1.85 / HR INCREASE





### Temporary Work Assignment

Per section 6.7- Work Assignment: When an employee is assigned to work temporarily in a higher pay grade there shall be no change in the rate of compensation for ten (10) work days. Therefore, if the employee continues to work in the higher paying position, the employee shall be paid at the rate of compensation ten (10) percent higher than the employee's regular rate of compensation, and for those days worked in excess of said ten (10) days.

**Note: Temporary Assignment shall not exceed twelve 12 weeks.**

Temporary assignment is defined as:

- a. Is assigned to perform the required work in a higher position
- b. Performs a preponderance of the duties of the higher position.

Employee appointed temporary work assignment: Karina Bahena

Employee reporting to: Brandie Windham

Start date of temporary assignment: 07/19/2021

End date of temporary assignment: 08/19/2021 9/30/21

Budget account number to be charged: 01-2080-20110-510600200 Dean Arts & Sciences : Clerical- Pt

Temporary Duties/Responsibilities:

Increased coverage of the Dean's office including:

- Performing day-to-day operational, customer service, or clerical tasks in the division
- Coordinating special events and special projects, including ones related to faculty development and faculty evaluation.
- Assist the Scheduling Coordinator with room reservations, payroll operations,

Reason for temporary work assignment:

Staff shortage

Supervisor's Signature: \_\_\_\_\_

Date: 07/22/2021

CFO Signature: \_\_\_\_\_

Mireya Perez

Date: \_\_\_\_\_

Provost Signature: \_\_\_\_\_

Date: 8/5/21

President Signature: \_\_\_\_\_

Date: 8.5.21



**PROPOSED ACTION:** THAT THE BOARD APPROVE THE 10% TEMPORARY INCREASE FOR PATRICIA SOTO, ADULT EDUCATION, SERVICE,

**RATIONALE:** The former Data and Enrollment Specialist is no longer with the department and Patricia Soto has been assigned to perform some of the duties of this position. She is responsible for updating student records on a daily basis related to demographic information.

Assist the Director of Grants and Compliance to reconcile class rosters in the Data and Information System mandated by the state of Illinois (Daisi) with the agency internal data and information system (Colleague). Assist in the student drop and AW process and communicate with instructors regarding student enrollment.

**COST ANALYSIS:**

**ATTACHMENT:** TEMPORARY WORK ASSIGNMENT FORM



### Temporary Work Assignment

Per section 6.7- Work Assignment: When an employee is assigned to work temporarily in a higher pay grade there shall be no change in the rate of compensation for ten (10) work days. Therefore, if the employee continues to work in the higher paying position, the employee shall be paid at the rate of compensation ten (10) percent higher than the employee's regular rate of compensation, and for those days worked in excess of said ten (10) days.

**Note: Temporary Assignment shall not exceed twelve 12 weeks.**

Temporary assignment is defined as:

- a. Is assigned to perform the required work in a higher position
- b. Performs a preponderance of the duties of the higher position.

Employee appointed temporary work assignment: Patricia Soto

Employee reporting to: Erika Tejeda

Start date of temporary assignment: 07/12/2021

End date of temporary assignment: 09/30/2021

Budget account number to be charged: 06\_1060\_99230\_510200100

Temporary Duties/Responsibilities:

Update student records on a daily basis related to demographic information. Assist the Director of Grants and Compliance to reconcile class rosters in the Data and Information System mandated by the state of Illinois(Daisi) with the agency internal data and information system ( Colleague). Assist in the student drop and AW process and communicate with instructors regarding student enrollment.

Reason for temporary work assignment:

The Data and Enrollment Specialist is no longer with the department and used her personal PTO starting on June 21, 2021.

Supervisor's Signature: Erika Tejeda

Date: 08/05/2021

CFO Signature: Mireya Perez

Date: \_\_\_\_\_

Provost Signature: \_\_\_\_\_

Date: 8/10/21

President Signature: \_\_\_\_\_

Date: 8.10.21

**PROPOSED ACTION:** *THAT THE BOARD APPROVE THE FACILTY USE APPLICATION FOR REAL ESTATE INSTITUTE 9/11/2021 - 12/12/2021, SATURDAYS AND SUNDAYS 8:00AM-5PM.*

**RATIONALE:** *[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes]  
Morton College will support our community partner organization and provide space for Real Estate Institute.*

**COST ANALYSIS:** *No cost to Morton College.*

**ATTACHMENT:** *Facility Use Application*

## **MORTON COLLEGE CAMPUS FACILITIES RENTAL AND USE PROCEDURE**

The purpose of this procedure is to set forth the rules and regulations under which College sponsored and other eligible groups may utilize campus facilities. The Director of Physical Plant in accordance with the provisions of Board of Trustee Policy No. 5.8, shall administer the procedure. Use of Buildings by Organizations and Societies and the rules and regulations set forth herein.

1. The use of campus facilities by College students and for College sponsored activities shall have priority over all other requests for use by outside groups. Because of this priority, many requests for campus facility use, even though desirable, may of necessity be denied or granted on a limited basis.
2. Campus facilities will be made available, subject to the above limitations, to bona fide community groups which are headquartered in or derive the greatest number of their members from within the boundaries of Illinois Community College District No. 527 or other educational or governmental institutions.
3. Use of the campus facilities shall be limited to educational, cultural, and recreational activities.
4. Use of campus facilities shall not be granted which will be injurious to the buildings, grounds, or equipment.
5. Users shall be required to sign a Hold Harmless Agreement prior to using campus facilities. By signing that agreement, users shall consent to save, hold harmless and indemnify the College, Board of Trustees, staff, students, agents and/or associates from all damages, claims, legal fees or any other losses arising from the use of campus facilities.
6. Users shall be required to file a certificate of insurance with the College indicating that the user has secured a fully paid policy of insurance, in an amount deemed adequate to indemnify the College, Board of Trustees, staff, students, agents and/or associates against all liabilities, personal injuries and property damage claims or losses which user may cause or incur as a result of the utilization of campus facilities. In all policies of insurance, the College, Board of Trustees, staff, students, agents and/or associates shall be named as additional insured.
7. The College reserves the right to revoke any authority previously granted for the use of facilities at any time it deems such action is in the best interest of the College without

prior notice to users. No authorization for campus facility use granted hereunder shall be deemed to be a contract or a lease between the College and the user.

8. Fees for the use of campus facilities shall be charged as follows:
  - A.) College sponsored activities shall incur no charges.
  - B.) Hourly rental fees shall be charged to outside users in accordance with the Rental Fee Schedule which is attached hereto and made a part hereof. Charges shall be based on the actual number of hours of use. They shall include a one-half hour period both prior to and following the scheduled use to allow for opening, closing, and securing of the facility. Rental fees are charged to recover costs of utilities and to pay for normal cleaning and security. Additional fees shall be charged for use of equipment in accordance with the attached Rental Fee Schedule. When, in the judgment of the Director of Physical Plant, additional security, supervisory custodial, or special equipment operators are required, the actual cost of such labor shall be charged to the user. Usually, labor rates for full time personnel shall be one and one-half their normal rate. Holiday utilization of personnel shall be double their normal labor rates. All damages shall be billed at cost to repair or replace.
  - C.) Long term regular users, such as other colleges or educational institutions who wish to utilize campus facilities to offer extension courses, may be granted use of the facilities by the President. When such use is granted under this long-term use, facility and equipment rates shall be one-half of the regular fees. All other fees will remain the same.
  - D.) Fees associated with facilities usage may be waived by the President of the College for community groups as defined in section 2 which conduct or sponsor activities aimed at improving and/or enhancing the community and/or its citizens. Requests for a waiver of fees must be submitted to the Director of Physical Plant in writing with a rationale for the exemption.
9. Users shall complete a Facility Use Permit Application and submit it to the college no less than forty-five (45) days prior to the date for which the facility is being requested.
10. All users shall adhere to rules listed below. Failure to comply may result in cancellation of Facility Use Permit.
  - A.) The presence or use of alcoholic beverages and/or controlled substances on school property is strictly prohibited.
  - B.) There shall be no physical attachments to the buildings or grounds without prior permission of the Director of Physical Plant. The use of stakes or

posts pounded, dug, or otherwise inserted into the asphalt or concrete surfaces shall be strictly prohibited.

- C.) Smoking is not permitted within the campus. Disposal of the remains of smoking materials on any floor or other surface may result in the cancellation of the immediate use and future requests for campus facility use.
- D.) Users serving refreshments during their meeting shall furnish all necessary consumable supplies and shall be responsible for placing all evidence of food, beverages and supplies in appropriate waste containers provided by the College.
- E.) Heating controls shall be regulated by College personnel only.
- F.) Fire exits and doorways must be kept clear and hallways passable at all times.
- G.) Access to any portion of the campus facilities other than those authorized on the permit is prohibited.
- H.) An employee of the College must be present within a building at all times during its use.
- I.) Keys to any building or any portion of a facility within a building shall not be given to any user.
- J.) Continued use of facilities by an organization shall be contingent upon its compliance with all applicable rules and regulations.
- K.) Failure to pay rental fees prior to the date of use may result in cancellation of the immediate use and future requests for campus facility use.
- L.) All checks for fees shall be made payable to Morton College, 3801 South Central Avenue, Cicero, Illinois 60804. They must be received in the Physical Plant Office no later than one week prior to the date requested.
- M.) Users shall provide adequate competent adult supervision of the activity at all times during use of facilities.
- N.) College equipment, furniture or materials shall not be rearranged or removed from its normal location without written permission granted when the request for use is approved.

- O.) Any piece of equipment that is purchased for the use of the College by outside groups or individuals, becomes the property of the College to ensure the control of the equipment by the administration.
  - P.) College equipment or equipment purchased for and donated to the College by an outside user shall not be removed from the campus facility.
  - Q.) Equipment, furniture, or materials belonging to users shall not be brought into the campus facility without prior written permission. Requests for such permission shall be made at the time the Facility Use Permit is applied for.
  - R.) Equipment, furniture or materials brought onto the premises with permission must be removed from the campus facility when the use is concluded. The items, which may remain, are those that will not interfere with normal college operations, when storage facilities are available. Authorization to store materials or equipment may be revoked at the convenience of the College.
  - S.) There shall be no solicitation of students or staff members without prior approval.
  - T.) No literature with respect to any proposed utilization of campus facilities shall be posted or distributed without prior approval.
  - U.) Any use of pyrotechnics, i.e. smoke, fire, flame, or spark producing devices are strictly prohibited on campus inside and outside of buildings. Use of such devices will only be allowed with the explicit written permission of the Director of Physical Plant, authorized agent from the Town of Cicero's Fire Department, and the State Fire Marshall. Any such uses, if permitted, shall adhere to all local town ordinances and state laws.
11. College owned equipment, furniture, or materials would not be available for off campus use by individuals or organizations. Exceptions may be granted to individuals or organizations approved for use of facilities for a specific event part of which must take place off campus.

**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: July 28, 2021

Name of Organization: Real Estate Institute

Address: 6203 W. Howard Street Niles, IL 60714  
Street City Zip Code

Telephone: 800-995-1700 Person to Contact: Liz Ryan (847-423-5017)

Date(s) Requested: September 11 - December 12 / Saturday's & Sunday's

Time Requested: From: 8:00 a.m. To: 5:00p.m.

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

Facility Requested: 3801 South Central Avenue, 106C

Purpose of Use: Instruct Illinois Real Estate Pre-License Courses

Expected Attendance: 50 Students

Equipment Requested: Audio & Visual Equipment

Extent to which refreshments, if any, are to be served: N/A

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

Authorized Signature: \_\_\_\_\_

*Elizabeth Ryan*

Organization Title: Events Manager

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:** Professional License Education Company LLC  
dba Real Estate Institute

**ADDRESS:** 6203 W. Howard Street, Niles, IL 60714

**TELEPHONE:** 800-995-1700

**DATE (S) OF UTILIZATION:**

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:**

*Elizabeth Ryan*

**Organization Title:**

Events Manager

**Date:**

July 28, 2021

## Morton College Rental Fees

**\*Minimum charge of \$10.00 an hour for administrative and processing costs will apply to ALL groups In addition to the following fee schedule.**

<u>AREA/SPACE</u>	<u>CAPACITY</u>	<u>HOURLY RATE</u>		<u>HOURLY RATE</u>
		<b>For-Profit</b>		<b>Non-Profit</b>
CLASSROOM	15-30	\$15.00		\$11.25
CONFERENCE ROOM	12	\$12.00		\$9.00
LARGE LECTURE HALL	125	\$35.00		\$26.25
SMALL LECTURE HALL	75	\$35.00		\$26.95
CAFETERIA	300	\$100.00	1 <sup>ST</sup> HR	\$75.00
		\$40.00	thereafter	\$30.00
GYMNASIUM	500-1000	\$100.00	1 <sup>ST</sup> HR	\$75.00
		\$35.00	thereafter	\$30.00
UPPER GYMNASIUM	350	\$100.00	1 <sup>ST</sup> HR	\$75.00
		\$50.00	thereafter	\$30.50
CORRIDOR/LOBBIES		\$25.00		\$18.75
OUTDOOR STAGE AREA	400	\$50.00		\$37.50
ATHLETIC FIELD		\$25.00	PER DAY	\$18.75
PARKING LOT	750	Cost to be arranged		
EQUIPMENT USE	NOTE: Hourly RATE/DAILY			HOURLY RATE
		<b>For-Profit</b>		<b>Non-Profit</b>
Piano		\$50.00		\$35.00
Overhead Projector	+Operators Cost	\$25.00		\$15.00
Microphone	+Operators Cost	\$15.00		\$10.00
TV/DVD	+Operators Cost	\$40.00		\$35.00
Folding Chair	Use/Set-up	.75		.50
Stage Lighting Controls	+Operators Cost	\$50.00		\$35.00
Scoreboard Gymnasium	+Operators Cost	\$50.00		\$35.00

<b>Folding Table</b>	<b>Use/Set-up</b>	<b>\$10.00</b>	<b>\$5.00</b>
<b>Other AV Equipment</b>	<b>Cost to be arranged</b>		

**An Additional CHARGE will be applied for any college CUSTODIAL/CAMPUS POLICE related costs. A discount may be applicable for reuse.**

<b>Theatre Rental</b>	<b>\$1000.00 per day (weekends)</b>
<b>(340 person capacity).</b>	<b>\$800.00 per day (week days)</b>

**This fee does not include lights/sound and extra staff.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2021

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).

<b>PRODUCER</b> Broussard and Associates, Inc. 5339 Main Street Spring Hill TN 37174		<b>CONTACT NAME:</b> Kim Broussard <b>PHONE (A/C, No. Ext):</b> (615) 417-3567 <b>E-MAIL ADDRESS:</b> kim@brouagent.com <b>FAX (A/C, No):</b> (615) 528-9427	
<b>INSURED</b> Professional License Education Company LLC 6203 W Howard St Niles IL 60714		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CITIZENS INS CO OF AMER <b>INSURER B:</b> HANOVER AMER INS CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 31534 36064

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OB5H503309	02/20/2021	02/20/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <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) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			OB5H503309	02/20/2021	02/20/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WZ5H503074	02/20/2021	02/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Those usual to the Insured's Operations. Morton College, board of trustees, staff, agents, students and agents and/or associates are additional insured per the Business Liability Coverage Form 391-1006 08 16.

## CERTIFICATE HOLDER

## CANCELLATION

Morton College 3801 S Central Ave Cicero IL 60804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PROPOSED ACTION:** That the board approve the Facility Use Application for Peace Officers Memorial Foundation of Cook County on Friday, 9-10-21 from 8:00 am – 11:00 am

**RATIONALE:** To support our community partner organization and provide use of our parking lot for a memorial motorcade lineup.

**COST ANALYSIS:** No cost to Morton College

**ATTACHMENT:** Facility Use Application

**MORTON COLLEGE**  
**Facility Use Permit Application**

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

Date: 8/9/21

Name of Organization: PEACE OFFICERS MEMORIAL FOUNDATION

Address: PO BOX 195 OAK LAWN IL 60454  
Street City Zip Code

Telephone: 312-315-9629 Person to Contact: ED SAJDAK

Date(s) Requested: FRIDAY, SEPTEMBER 10, 2021

Time Requested: From: 9:00 am To: 11:00 am

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

Facility Requested: SOUTHEAST PARKING LOT

Purpose of Use: POLICE CAR LINEUP FOR MOTOR

Expected Attendance: 60-70 CARS

Equipment Requested: none

Extent to which refreshments, if any, are to be served: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Organization Title: PRESIDENT

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 666-8000, Ext. 2221 Fax (708) 666-7679


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

ORGANIZATION: PEACE OFFICERS MEMORIAL  
FOUNDATION OF COOK COUNTY  
 ADDRESS: P.O. BOX 195 OAK LAWN IL 6  
 TELEPHONE: 312-315-9629  
 DATE (S) OF UTILIZATION: 9-10-21

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:   
 Organization Title: PRESIDENT  
 Date: 8/9/21



PEACOFF-01

NMANSOUR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/04/2021

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 Buschbach Insurance Agency, An InsureOne Company 5615 W. 95th Street Oak Lawn, IL 60453-6604	CONTACT NAME:	
	PHONE (A/C, No, Ext): (708) 423-2350	FAX (A/C, No): (708) 425-5077
INSURED  Peace Officers Memorial Foundation of Cook County P O Box 195 Oak Lawn, IL 60463	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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:			A963613	09/10/2021	09/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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)  
Event: Cook County Peace Officers Memorial September 10, 2021  
Certificate Holder is Included as Additional Insured  
Endorsement CG 20 26 04 13

## CERTIFICATE HOLDER

Morton College  
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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Morton College

3801 South Cicero, Cicero IL 60804

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**PROPOSED ACTION:** Approval of an Engagement for Legal Services with Del Galdo Law Group, LLC., to represent Morton Community College District 527 and its Board of Trustees as its general counsel, at the rate of \$195.00 per hour for work performed by the attorneys, and \$65.00 per work performed by paralegals/legal assistants, as submitted.

**RATIONALE:** In accordance with the Board of Trustees approval at the August 25, 2021 Board Meeting, Del Galdo Law Group, LLC. (hereinafter or otherwise the “Firm”) to represent Morton Community College District #527 and its Board of Trustees (collectively the “College”) as its general counsel (hereinafter the “College Attorney”). The Standard Terms of Engagement for Legal Services, constitutes the entire terms of the engagement.

**COST ANALYSIS:** \$195.00 per hour for work performed by the attorneys, and \$65.00 per work performed by paralegals/legal assistants.

**ATTACHMENT:** Engagement Letter for Legal Services



**DEL GALDO LAW GROUP, LLC**

*Attorneys & Counselors*

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August 18, 2021

Dr. Stanley Fields  
President  
Morton Community College District # 527  
3801 S. Central Avenue  
Cicero, Illinois 60804

The Honorable Fran Reitz & the  
Board of Trustees  
Morton Community College District # 527  
3801 S. Central Avenue  
Cicero, Illinois 60804

**Re: Legal Representation/ Fee Agreement**

Dear President Fields, Ms. Reitz & the Board of Trustees:

In accordance with the Board of Trustees approval at the August 25, 2021 Board Meeting, thank you for continuing to choose Del Galdo Law Group, LLC. (hereinafter or otherwise the "Firm") to represent Morton Community College District #527 and its Board of Trustees (collectively the "College") as its general counsel (hereinafter the "College Attorney"). This letter, together with the attached Standard Terms of Engagement for Legal Services, constitutes the entire terms of our engagement. We would like to thank you for the opportunity to continue serving as the College Attorney and look forward to our continued working relationship.

As the College Attorney, we shall render such advice and perform such legal services as directed by the College President and/or Board of Trustees.

**Fees and Expenses.** Our fees are determined based on time spent providing services to the College by our staff. The rate shall be **\$195 per hour** for work performed on this engagement by our attorneys, and **\$65 per hour** for work performed by our paralegals/legal assistants. Our fees are billed in .25 of an hour increments on a monthly basis as set forth herein.

All of our time is fully itemized and documented in billing statements that will be mailed monthly to the College at the above address. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Any expenses, disbursements and other charges incurred on the College's behalf will be billed to the College in addition to our charges for professional services in accordance with our regularly established procedures.

On a monthly basis, the Firm shall submit an invoice to the College for all services rendered by the Firm in connection with our representation of the College (the "Invoice"). In addition to our services, the Invoice may include a request for reimbursement of costs, expenses and out-of-pocket advances incurred by the Firm in representing the College. Examples of such costs and expenses include filing fees, certified mailings, overnight delivery fees, copying costs, court reporter fees, trial exhibit costs and other such expenses that may be reasonably incurred in the course of representing the College. Furthermore, the College will be directly responsible for payment of all costs to all third-party contractors including, but not limited to, expert witnesses. The Firm may suggest some third-party contractors to utilize, but the College will have final approval authority with regards to any third-party contractors that are hired to aid in our defense of this matter.

The Firm's statements for services rendered and out-of-pocket costs incurred (the "Invoice") will be prepared and mailed to the address listed above during the month following the month in which services are rendered and costs advanced. We will make every effort to include the Firm's out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred. The Firm anticipates making advances to cover out-of-pocket costs incurred but reserves the right to forward the College any third-party invoice with the request that such items be paid directly to the service providers.

The College agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the College's receipt of such Invoice.

While I will have primary responsibility for the College's matters, I will assign others to assist me in representing the College. I will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services.

**Future Engagements.** You further understand and acknowledge that the Firm acts as general and special counsel to a variety of Illinois municipalities and units of government. The Firm will conduct a conflict of interest check for each matter we handle for the College involving any other unit of local government and will thereafter notify the College in writing of a potential conflict of interest and either decline representation or seek a waiver of potential conflict of interest, whichever is required under the Illinois Rules of Professional Conduct ("Rules").

**Terms of Engagement.** This Agreement and the appointment of the Firm is on an at-will basis. If, upon such termination, the College wishes to have any documents delivered to it, please advise us in writing. Otherwise, all such documents will be transferred to the person or entity responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us as permitted by law, absent any contrary written instructions from you.

fee arrangement meets with your approval, please sign and date below and return this letter to the Firm at your earliest convenience. Should you have any questions, however, please do not hesitate to contact us. We look forward to continuing our work with the College and thank you again for choosing Del Galdo Law Group, LLC. to be the College Attorney.

Very Truly Yours,

DEL GALDO LAW GROUP, LLC

By: Michael T. Del Galdo

The foregoing agreement is accepted

Morton Community College District # 527

By: \_\_\_\_\_  
Dr. Stanley Fields, College President

Date: \_\_\_\_\_, 2021

# **Del Galdo Law Group, LLC**

## **Standard Terms of Engagement For Legal Services**

### **INTRODUCTION**

Del Galdo Law Group, LLC is committed to providing legal services that combine technical accuracy, a timely response, accessibility and innovation, with a clear aim of assisting our clients to achieve their objectives.

This statement sets out the standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless agreed otherwise in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter.

We ask that you read this statement carefully and contact us promptly if you have any questions. We suggest that you keep a copy of this statement in your file with the engagement letter.

### **SCOPE OF OUR WORK**

You should have a clear understanding of the legal services that we will provide. Our legal services will only be those described in the engagement letter; our scope of work will exclude any other work not specifically agreed to in the engagement letter. Any questions that you have shall be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are statements of our best professional judgment, but are not guarantees of any result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (*e.g.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Illinois Disciplinary Rules of Professional Conduct.

## **WHO WILL PROVIDE THE LEGAL SERVICES**

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers (e.g., legal assistants) in the firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

## **REVIEW FOR CONFLICT OF INTEREST**

To protect both of us and to comply with our professional obligations, we conducted an internal search of our clients files to determine if there is any potential conflicts of interest with present or former clients of our firm that need to be resolved. We will inform you of any potential conflicts, which we may discover prior to commencing work for you, if possible, so that you can evaluate whether engaging our firm, is appropriate. Moreover, we assume that if, during the course of our firm's services, we become aware of potential conflicts of interest that may arise, we will immediately provide you with all necessary information.

## **HOW OUR FEES WILL BE SET**

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour, and will bill on a quarter of an hour basis.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. Our hourly rates are listed in the engagement letter.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;

- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the needs for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services, we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

### **ADDITIONAL CHARGES**

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as graphics, couriers, travel expenses, some long distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.

#### **Graphics and Production Services**

The Firm charges \$0.10 per page for non-color duplicating, including printing electronic and scanned images, and printing for duplication purposes that is performed within our office. There are special charges for other production services, which are available on request.



#### Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

#### Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

#### Telephone

The Firm does not charge for local or domestic long distance calls. Other long distance calls, including international long distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

#### Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel related costs are billed at the Firm's actual costs.

#### All Other Costs

The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. The client should not expect the Firm to advance such costs.

### **BILLING ARRANGEMENTS AND TERMS**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are due upon receipt of our billing statement.

In the event it is necessary for the Firm to file suit to recover any unpaid fees and costs associated with your matter(s), the Firm shall also be entitled to any attorney's fees and costs incurred as a result of those efforts. Moreover, any suit brought by the Firm or the client relating to the fees charged by this Firm shall be filed in the Circuit Court of Cook County and shall be tried without a jury.

Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

### **ADVANCES**

Clients of the Firm are sometimes asked to deposit funds as an advance payment or retainer with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation, unless our engagement letter provides that the advance or retainer is non-refundable, deemed earned when paid, in which case there will not be a refund.

### **HOW CAN YOU HELP US REPRESENT YOU**

Your assistance on the following points will enable us to deliver our service in a more timely manner and reduce the possibility of the need for work: give us clear instruction, if possible in writing; provide information or documentation promptly; inform us if you have any important time limits; inform us if you have changed your address, telephone or facsimile number or email address; make sure we have understood each other correctly, ask if you are not sure about anything; deal promptly with any important questions that arise; keep in regular contact with us; and ask for a progress report if you are worried about anything, or do not hear from us when expected.

### **DISCLAIMER**

Nothing in this Agreement or our statement will be construed as a promise or guarantee about the outcome of any matter. The Firm makes no such promises or guarantees. Our attorneys' comments about the outcome of any matter are expressions of opinion only. You agree that you have relied only on the statements or representations set forth in this Agreement, and not on any other statements or representations.

### **THIRD PARTY CONTRACTORS**

Like many law firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, law firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. Your consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.

### **COOPERATION**

In order to enable our Firm to effectively represent you, we ask that you as our client agree to disclose fully and accurately all pertinent facts and keep us informed of all documents relating to matters within the scope of our engagement. We necessarily must rely on the accuracy and completeness of the facts and information you as our client and your agents provide to us. You agree to cooperate fully with us and to make your personnel available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. We will attempt to schedule depositions, hearings, and other important events to serve the convenience of those involved, but it is the nature of litigation that these schedules are often not within our control.

We will undertake our professional efforts to achieve a result that is satisfactory to you. However, because the outcome of negotiations or litigation is subject to the vagaries and risks inherent in the litigation process and in the actions of third parties, you understand that we make no promises or guarantees concerning the outcome and cannot do so.

### **CONCLUSION OF SERVICES AND CLIENT & FIRM DOCUMENTS**

When our services conclude, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession. Your file shall be deemed to include only client papers and property itemized in Rule 3-700(d), Rules of Professional Conduct, and, if applicable, Code of Civil Procedure Section 2018. We shall not be obliged to provide you with a copy of any paper or documents previously provided during the course of our representation. The Firm shall have no obligation to provide you with copies of computer programs, the programming techniques employed in connection with the relevant data, the principles governing the structure of the stored data and the operation of the data processing system, the underlying data used to compose materials, the methods used to select, categorize and evaluate materials, any computer outputs, or other electric materials or devices.



3801 S. Central Avenue  
Cicero, Illinois 60804  
(708) 656-8000  
[ask@morton.edu](mailto:ask@morton.edu)  
[www.morton.edu](http://www.morton.edu)

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## **FY 22 Compensation for Administrators and Other Non-Bargaining Unit Employees**

### **Executive Summary**

The College President will be introducing an FY22 compensation package for administrators and other non-union employees at the August Board of Trustees Meeting that will include a reduction of \$532,879.69 in administrative costs over FY21.

This more than half a million dollars in savings will be achieved through a combination of not filling vacancies, consolidating positions, and reassigning roles and responsibilities to other administrators.

The majority of administrators and other non-union employees will receive an increase in compensation ranging from 2.10% to 3.5%, based on annual performance reviews. The maximum of 3.5% is consistent with the annual percentage increase in the union agreements with the College's five collective bargaining units. The overall increase for administrators is 3.4%.

Several administrators and other non-union employees will receive an additional adjustment to their compensation as a result of a promotion, expanded job responsibilities and/or to bring the compensation in alignment with similar positions at peer institutions in the state.

The Morton College Administration and Board of Trustees are committed to operating the College in the most cost effective and efficient way possible, while also ensuring the institution is successful in recruiting and keeping talented professionals by offering competitive wages and benefits to its non-union employees.

**PROPOSED ACTION: THAT THE BOARD APPROVE THE ANNUAL  
COMPENSATION FOR NON-UNION EMPLOYEES.**

**RATIONALE:**

REQUIRED BY BOARD POLICY 2.1

**COST ANALYSIS:**

**ATTACHMENT: NON-UNION COMPENSATION SPREADSHEET**

First Name	Last Name	Earning Type Desc	Position Title	FY22 Salary
Michael	Brown	Regular FT	Assoc. Dean of Student Serv	\$80,840.23
Laurie	Cashman	Regular FT	Dean of Adult, Careers and Tec	\$112,478.63
Irina	Cline	Regular FT	Dir of Community & Cont Ed	\$74,985.75
Carissa	Davis	Regular FT	Dir of Financial Aid	\$88,765.74
Stanley	Fields	Regular FT	President	\$258,515.87
Joseph	Florio	Regular FT	Dir of Campus Ops & Fac	\$121,287.51
Alison	Gehrke	Regular FT	Associate Dean of PTA & HS	\$107,205.00
Blanca	Jara	Regular FT	Vice President of Institutional Advancement	\$130,000.00
Micheal	Kott	Regular FT	Associate Dean - LRPA	\$103,342.34
Gabriela	Mata	Regular FT	Dir. of Student Activities	\$61,059.83
Keith	McLaughlin	Regular FT	Provost and Executive VP	\$220,871.34
Claudia	Mosqueda	Regular FT	Assoc. Dean- Adult ED & CTE	\$86,229.58
Courtney	O'Brien	Regular FT	Dir. Adm & Rec/Registrar	\$81,680.00
Mireya	Perez	Regular FT	CFO/Treasurer	\$160,177.57
Suzanna	Raigoza	Regular FT	Senior Accountant	\$77,235.32
Charles	Rose	Regular FT	Assoc. Dean of Strategic in	\$77,625.00
Ruben	Ruiz	Regular FT	Chief Information Officer	\$140,921.79
Erin	Strauts	Regular FT	Associate Dean of Institutional Effectiveness	\$86,900.00
Erika	Tejeda	Regular FT	Dir. of ACTE Grants & Compl	\$79,552.39
Brandie	Windham	Regular FT	Dean-Arts & Sciences	\$90,000.00
Kevin	McManaman	Regular FT	Assistant Athletic Director	\$56,925.00
Jason	Nichols	Regular FT	Athletic Director	\$101,430.00
Christopher	Wido	Regular FT	Dir. of Fitness & Nutrition	\$65,000.00
Marisol	Velazquez	Regular FT	Assoc Provost	\$140,000.00
Michelle	Herrera	Regular FT	Associate Dean of Acad Serv	\$70,000.00
Roseanne	Aburto	Regular FT	Nursing Lab Support Asst.FT	\$41,809.95
Amanda	Braun	Regular FT	Lab Assistant/Tutor - PTA	\$61,260.00
Mary	Buongiorno	Regular FT	Skills Daily Living Prog Cor	\$64,546.74
Leilani	Cappetta	Regular FT	Administrative Sergeant	\$53,200.23
Sanyea	Ceaser	Regular FT	Grant Accountant	\$65,642.81
Joseph	Feulner	Regular FT	Afternoon Sergeant	\$46,113.47
Jeff	Folkers	Regular FT	Custodial Supervisor	\$41,988.63
Carolyn	Markel	Regular FT	Educational/Retention Speciali	\$69,806.61
Joanna	Martin	Regular FT	Coordinator of Payroll	\$62,162.10
Itri	Papanikolla	Regular FT	Retention/Tutor Specialist	\$62,100.00
Maria	Sanchez Anderson	Regular FT	Exec Asst. to the President	\$91,305.87
Perla	Santoyo	Regular FT	Admin. Asst. IA	\$42,849.00
Julie	Steinhaus	Regular FT	Writing Tutor FT	\$46,429.07
Scott	Ulbrich	Regular FT	System Administrator	\$84,759.40

Ana	Valdez	Regular FT	Executive Assistant - Provost	\$75,000.00
Dana	Kraft	Regular FT	Nurse	\$66,365.00
David	Labno	Regular FT	Tutor	\$47,822.18
Michael	Traversa	Regular FT	Asst. Fitness Center Manag	\$41,000.00
Liliana	Raygoza	Regular FT	HR Support Specialist	\$55,000.00
Michael	Andersen	Regular PT	Reference Librarian	\$25.99
Anum	Aslam	Regular PT	Adult Ed Tutor	\$22.20
Sandra	Bish	Regular PT	Project Administrator - PT	\$32.36
Andrea	Cervantes	Regular PT	Computer Lab Paraprofessioan	\$15.62
Dustin	French	Regular PT	Adult Ed Tutor	\$22.50
Miguel	Gutierrez	Regular PT	Peer Tutor, PT	\$11.00
Tisha	Loomis	Regular PT	General Tutor	\$23.81
Abigail	Martinez	Regular PT	Service Aide - AECPO	\$14.21
Alexis	Murillo	Regular PT	Admin Asst - Dupl	\$14.69
Elizabeth	Napoletano	Regular PT	Computer Lab Paraprofessional	\$16.56
Joel	Quezada	Regular PT	Computer Lab Parapro	\$15.84
Emely	Recio-Palacios	Regular PT	Service Aide- Comm/Cont. Ed	\$13.72
Daniel	Reyes	Regular PT	Lab Specialist	\$26.28
Yesel	Rodriguez	Regular PT	Service Aide - Duplications	\$15.48
Patricia	Soto	Regular PT	Service Aide - AECPO	\$14.63
Paul	Thomas	Regular PT	Tutor	\$26.55
Maria	Jimenez Luna	Regular PT	Temp Health Screener Ser Aid	\$15.00

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Alison Gehrke**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of PTA and Health Services ("Associate Dean of PTA and Health Services" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of PTA and Health Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of PTA and Health Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 PTA and Health Services.



C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of One hundred seven thousand two hundred five dollars \$107,205.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Alison Gehrke  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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Alison Gehrke	Date
Employee	

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Ana Valdez**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Executive Assistant - Provost/Clerk of Board ("Executive Assistant - Provost/Clerk of Board" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Executive Assistant - Provost/Clerk of Board of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant - Provost/Clerk of Board as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Executive Assistant - Provost/Clerk of Board.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-five thousand dollars \$75,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;



d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Ana Valdez  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Brandie Windham**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Dean of Arts and Sciences ("Dean of Arts and Sciences" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Dean of Arts and Sciences of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Arts and Sciences as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Arts and Sciences.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 26<sup>th</sup> day of August 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Ninety thousand dollars \$90,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11



# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Carissa Davis**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Financial Aid ("Director of Financial Aid" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Financial Aid of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Financial Aid as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Financial Aid.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-eight thousand seven hundred sixty-five dollars and seventy-four cents \$88,765.74 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Carissa Davis  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Charles Michael Rose**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean for Strategic Initiatives, Adult and CTE ("Associate Dean for Strategic Initiatives, Adult and CTE" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean for Strategic Initiatives, Adult and CTE of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean for Strategic Initiatives, Adult and CTE as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 for Strategic Initiatives, Adult and CTE.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-seven thousand six hundred twenty-five dollars \$77,625.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.



B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

**7. 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.

**8. CONFIDENTIALITY.**


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**9. 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 email, 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: Charles Michael Rose  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D.  
Morton College

Charles Michael Rose  
Employee

Date \_\_\_\_\_

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Christopher Wido**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Fitness and Nutrition ("Director of Fitness and Nutrition" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Fitness and Nutrition of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Fitness and Nutrition as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Fitness and Nutrition.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.



## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Sixty-five thousand dollars \$65,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Christopher Wido  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]



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

Stanley S. Fields Ph.D. Morton College	Date
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11

# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Claudia Mosqueda**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Adult and Career Technical Education ("Associate Dean of Adult and Career Technical Education" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Adult and Career Technical Education of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Adult and Career Technical Education as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Adult and Career Technical Education.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-six thousand two hundred twenty-nine dollars and fifty-eight cents \$86,229.58 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.



E. 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.

**7. 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.

**8. CONFIDENTIALITY.**

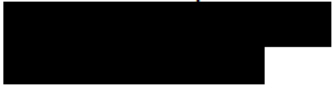
Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include 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.

**9. 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 email, 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: Claudia Mosqueda  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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Claudia Mosqueda Employee	Date
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# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Courtney O'Brien**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Admissions and Records/Registrar ("Director of Admissions and Records/Registrar" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Admissions and Records/Registrar of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Admissions and Records/Registrar as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Admissions and Records/Registrar.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-one thousand six hundred eighty dollars \$81,680.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Courtney O'Brien  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Erika Tejada**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of ACTE Grants and Compliance ("Director of ACTE Grants and Compliance" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of ACTE Grants and Compliance of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of ACTE Grants and Compliance as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 ACTE Grants and Compliance.



C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-nine thousand five hundred fifty-two dollars and thirty-nine cents \$79,552.39 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Erika Tejeda  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Erin Strauts**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Institutional Research ("Director of Institutional Research" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Institutional Research of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Institutional Research as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Institutional Research.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-six thousand nine hundred dollars \$86,900.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;



d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

**7. 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.

**8. 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.

**9. 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 email, 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: Erin Strauts  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Gabriela Mata**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Student Activities ("Director of Student Activities" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Student Activities of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Student Activities as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Student Activities.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Sixty-one thousand fifty-nine dollars and eighty-three cents \$61,059.83 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

**7. 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.

**8. 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.

**9. 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 email, 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: Gabriela Mata  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11



# **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Irina Cline**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Community and Continuing Education ("Director of Community and Continuing Education" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Community and Continuing Education of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Community and Continuing Education as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 and Continuing Education.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-four thousand nine hundred eighty-five dollars and seventy-five cents \$74,985.75 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

**7. 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.

**8. 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.


**9. 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 email, 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  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Kevin McManaman**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Assistant Athletic Director ("Assistant Athletic Director" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Assistant Athletic Director of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Assistant Athletic Director as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Assistant Athletic Director.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Fifty-six thousand nine hundred twenty-five dollars \$56,925.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.



B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

**7. 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.

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**9. 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 email, 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: Kevin McManaman  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

---

Stanley S. Fields Ph.D.	Date
Morton College	

11

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Laurie Cashman**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Dean of Adult, Careers and Technical ("Dean of Adult, Careers and Technical" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Dean of Adult, Careers and Technical of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Adult, Careers and Technical as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Adult, Careers and Technical.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.



## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One hundred twelve thousand four hundred seventy-eight dollars and sixty-three cents \$112,478.63 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Laurie Cashman  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]



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

Stanley S. Fields Ph.D. Morton College	Date
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11

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Michael Brown**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Student Services ("Associate Dean of Student Services" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Student Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Student Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Student Services.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty thousand eight hundred forty dollars and twenty-three cents \$80,840.23 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.



E. 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.

**7. 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.

**8. 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.

**9. 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 email, 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: Michael Brown  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

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

Michael Brown	Date
Employee	

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Micheal Kott**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean - LRPA ("Associate Dean - LRPA" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean - LRPA of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean - LRPA as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 - LRPA.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One hundred three thousand three hundred forty-two dollars and thirty-four cents \$103,342.34 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

**7. 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.

**8. 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.

**9. 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 email, 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: Micheal Kott  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

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

Micheal Kott	Date
Employee	

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Michelle Herrera**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Academic Services ("Associate Dean of Academic Services" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Academic Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Academic Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Academic Services.



C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 14<sup>th</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Seventy thousand dollars \$70,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Michelle Herrera  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Suzanna Raigoza**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Senior Accountant ("Senior Accountant" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Senior Accountant of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Senior Accountant as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Senior Accountant.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-seven thousand two hundred thirty-five dollars and thirty-two cents \$77,235.32 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 end 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 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.

C. Education Reimbursement. Employee, with the prior approval of the President, 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. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. 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 Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

G. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;



d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. 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.

## **7. 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.

## **8. 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.

## **9. 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 email, 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: Suzanna Raigoza  


## 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Blanca Jara**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Vice President of Institutional Advancement ("Vice President of Institutional Advancement" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Vice President of Institutional Advancement of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Vice President of Institutional Advancement as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Vice President of Institutional Advancement.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of One hundred thirty thousand dollars \$130,000.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Blanca Jara  


#### 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11



## **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Jason Nichols**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Athletic Director ("Athletic Director" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Athletic Director of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Athletic Director as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Athletic Director.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of one hundred and one thousand four hundred thirty dollars \$101,430.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Jason Nichols  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Joseph Florio**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Campus Operations and Facilities ("Director of Campus Operations and Facilities" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Campus Operations and Facilities of the College.

B. 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 as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of One hundred twenty-one thousand two hundred eighty-seven dollars and fifty-one cents \$121,287.51 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.



B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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  


#### 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

# **MORTON COLLEGE**

## **SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Keith McLaughlin**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Provost and Executive Vice President ("Provost and Executive Vice President" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Provost and Executive Vice President of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Provost and Executive Vice President as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Provost and Executive Vice President.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.



## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of Two hundred twenty thousand eight hundred seventy-one dollars and thirty-four cents \$220,871.34 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Keith McLaughlin  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]



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

Stanley S. Fields Ph.D. Morton College	Date
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11

**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Maria Sanchez Anderson**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Executive Assistant to the President ("Executive Assistant to the President" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Executive Assistant to the President of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant to the President as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Executive Assistant to the President.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of Ninety-one thousand three hundred five dollars and eighty-seven cents \$91,305.87 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.



E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Maria Sanchez Anderson  


#### 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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 \_\_\_\_ day of \_\_\_\_\_.

Executed:

Stanley S. Fields Ph.D. Morton College	Date
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Maria Sanchez Anderson Employee	Date
------------------------------------	------

**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Marisol Velazquez**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Provost and Vice President of Student Services ("Associate Provost and Vice President of Student Services" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Provost and Vice President of Student Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Provost and Vice President of Student Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Provost and Vice President of Student Services.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of One hundred forty thousand dollars \$140,000.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Marisol Velazquez  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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11

## *MORTON COLLEGE EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and effective as of this 25th day of August 2021, (the "Effective Date") by and between Morton College, Illinois Community College District No. 527 ("Morton College"), and Dr. Stanley Fields, individual ("Fields" or "President"), (collectively, Morton College and the President may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

### W I T N E S S E T H:

WHEREAS, Fields desires to serve as the President of Morton College; and

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

WHEREAS, the Parties desire to enter into this Agreement whereby Fields will serve as the President of Morton College; and

WHEREAS, Fields hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board; 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. Fields shall be employed as the President of Morton College.

1.2 Duties. Fields shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Executive Officer and President of an Illinois Community College, as set forth in the President's 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. Fields shall perform such other duties as are assigned to him



by the Board in his capacity as the President of Morton College. Furthermore, the Parties shall jointly conduct working sessions, outside of the structure of regularly scheduled business meetings of the Board, for the purpose of discussing and determining the goals of Morton College, defining the role and goals of the President, as well as the roles of the Board and the administration of Morton College, and establishing respect and rapport among and between the President, the Board, the administration, the faculty and the staff of Morton College.

- 1.3 Best Efforts. Fields agrees that at all times he will faithfully, efficiently and to the best of his abilities and talents perform all of the duties which may be required of and from him, pursuant to the terms hereof and to the reasonable satisfaction of the Board. The President shall abide by all policies and decisions made by Morton 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 President shall act in the best interests of Morton College at all times. The President agrees to devote his full time, skill and attention to said employment during the term of this Agreement provided, however, that the President may engage in non-competitive activities so long as such activities do not interfere with the President's responsibilities under this Agreement and the President receives the prior written authorization from the Board. The President shall not engage in any work or business for the President's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the President's duties hereunder, or poses an actual or potential conflict of interest with Morton 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 President to choose to discontinue the other work or resign employment with Morton College.
2. TERM. The term of the President's employment shall commence on the 1st day of July 2021 (the "Commencement Date") and shall continue until the 30th day of June 2025 (the "Expiration Date") unless earlier terminated as provided for in Section 6 of this Agreement.
3. RESTRICTIVE COVENANTS. To the fullest extent of Fields' knowledge, Fields represents and warrants to Morton College that he 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 his acceptance of employment by Morton College or the performance of the duties and services hereunder. Fields shall defend, indemnify and hold harmless Morton

College for any liability Morton College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Subject to the District release in Section 3 of this Agreement, Fields shall receive the following as his total remuneration:

- 4.1 Base Salary. Fields shall receive an annual Base Salary of two hundred fifty-eight thousand five hundred fifteen and 87/100 U.S. dollars (\$258,515.87) for the term of July 1, 2021 to June 30, 2022. Fields' Base Salary for his term of July 1, 2022 to June 30, 2023, and for his term of July 1, 2023 to June 30, 2024, and for his term of July 1, 2024 to June 30, 2025, shall each be determined after the Board's evaluation of the President each year and shall be no less than the prior year's Base Salary. Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and Fields.
- 4.2 Auto Expenses. Morton College agrees to pay Fields as part of his gross compensation, the sum of five hundred and no/100 U.S. dollars (\$500.00) per month for transportation costs which include all necessary automobile operating expenses such as fuel, oil, insurance, and repairs for local travel. Morton College shall not reimburse Fields for mileage for travel outside of Cook County, Illinois. However, Morton College will grant Fields access to Morton College-owned pool vehicles for Fields' Morton College-related travel outside of Cook County, Illinois.
- 4.3 Civic Engagement Expenses. The President shall be reimbursed in the form of a stipend for reasonable "Civic Engagement Expenses" incurred during the performance of his employment obligations, which include the general promotion of the interests of Morton College, and performing duties for and promoting the interests of any of Morton College's affiliated programs or institutions.

Specifically, Morton College will cover Fields' Civic Engagement Expenses by paying Fields five thousand and no/100 U.S. dollars (\$5,000.00) (hereafter referred to as the "Civic Stipend") over the course of each calendar year in equal installments according to the payroll dates in effect for other senior level administrators (see Section 4.1). Throughout each calendar year, Fields shall only submit receipts for his actual Civic Engagement Expenses incurred in accordance with the terms of this Agreement. Fields shall timely submit his Civic Engagement Expenses receipts to the Controller to be approved by either the Chairman or Vice-Chairman of the Board. At the end of each calendar year, Morton College will report the difference between the Civic Stipend and the aggregate

amount of all properly approved Civic Engagement Expenses receipts on Fields W-2 Form as taxable income. Morton College will not reimburse Fields for any Civic Engagement Expenses incurred after the Civic Stipend amount is reached (i.e., Morton College will only cover up to \$5,000.00 each calendar year in Civic Engagement Expenses incurred by Fields).

- 4.4 Communication Devices. Morton College agrees to pay Fields as part of his gross compensation, the sum of five hundred and no/100 U.S. dollars (\$500.00) per month to reimburse him for Fields using his own “communication devices” (e.g., laptop, cell phone, iPad, etc.) to perform his duties as President. As a result, Morton College will not provide Fields with any “communication devices.”
- 4.5 Attendance at Professional Meetings. Fields agrees any travel in order to attend professional meetings on behalf of Morton College as its President shall be in accordance with Morton College Board Policies 2.10 (entitled “College Business Travel”) & 8.3 (entitled “Reimbursement for Travel Expenses”) as amended from time to time.
- 4.6 Ordinary Business Expenses. Morton College shall reimburse Fields for “Ordinary Business Expenses” he incurs in his role as Motion College’s President. “Ordinary Business Expenses” do not include: any automotive expenses covered by Section 4.2; “Civic Engagement Expenses” covered by Section 4.3, including entertainment costs; any communication device expenses covered by Section 4.4; and any expenses covered by Section 4.5. Therefore for the purposes of this Agreement, “Ordinary Business Expenses” is defined as all other reasonably necessary Morton College President-related expenses not already covered by Sections 4.2-4.5.
- Fields shall be reimbursed for actual “Ordinary Business Expenses” incurred for which he submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller on a timely basis and upon approval by the Chairman or Vice-Chairman of the Board, Fields shall be reimbursed for his “Ordinary Business Expenses.”
- 4.7 Illinois State Universities Retirement System. Morton College agrees to pay for Fields’ statutorily mandated employee contributions to the Illinois State Universities Retirement System (“SURS”) pursuant to the Illinois Pension Code (40 ILCS 5/15-107(i) (2015)).
- 4.8 Insurance.
- A. Comprehensive Medical Insurance. Morton College shall offer to Fields the same Comprehensive Medical Insurance Program that it offers its

other employees. Morton College and Fields shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by Morton College and selected by Fields, respectively:

1. FY 2019-2020

MORTON COLLEGE		FIELDS	
Single HMO	92%	Single HMO	8%
Family HMO	69%	Family HMO	31%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

2. FY 2021-2022

MORTON COLLEGE		FIELDS	
Single HMO	92%	Single HMO	8%
Family HMO	69%	Family HMO	31%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

3. FY 2022-2023

As set forth in either the Faculty Collective Bargaining Agreement or Classified Staff Collective Bargaining Agreement, whichever contains the lower employee contribution percentage.

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

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

D. Life Insurance. Morton College shall provide (and pay for) individual term life insurance coverage to Fields at one hundred and fifty thousand and no/100 U.S. dollars (\$150,000.00). Fields shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.9 Paid Time Off Benefits. Fields shall receive the following benefits:

(a) Seventeen (17) calendar days of vacation annually, in addition to any days that are designated as holidays by Morton College; the vacation days identified in the preceding sentence must be taken in the same contract year in which they are earned, unless the Board approves the carryover of the same; vacation requests in excess of three (3) consecutive days shall be subject to the prior written approval of the Board;

(b) Five (5) calendar days of personal leave per Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup> of the following year); 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) calendar days of sick leave at full pay per Fiscal Year which days are prorated and cumulative so long as Fields is continuously employed by Morton College; the sick leave guidelines contained in the Faculty Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable.

5. EVALUATION. The Board assumes the final responsibility for doing an annual evaluation of the President which shall be reduced to writing and will assess the President's overall performance in light of written goals to be jointly developed by the Parties each year of the Agreement, the President's Position Description, and the duties of the President as set forth in Board Policy. The President and the Board Chair shall confer each May to plan the President's next annual evaluation. The method of evaluation shall be the decision of the Board after consultation with the President, and may include but is not limited a three hundred and sixty (360) degree evaluation. The annual evaluation of the President will take place no later than September 30<sup>th</sup> of each year, and the results of the annual evaluation of the President shall be discussed with the President at a Board Retreat to occur no later than November 30<sup>th</sup> of each year. The President will provide a written reminder of the evaluation schedule to the Board on or before April 15<sup>th</sup> of each year of the Agreement. Nothing contained herein shall preclude the Board from meeting at other times to discuss the performance or employment of Fields.
6. 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 Fields (as defined below), for any reason or no reason (as set forth below), or shall terminate on the Expiration Date, as described above.
  - 6.1 Termination Due to Disability. Either Fields or Morton College shall be entitled to terminate Fields' employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean a determination by the Board in

accordance with the Americans with Disability Act and the Illinois Human Rights Act that, as a result of a physical or mental impairment, Fields is unable to perform the duties and obligations (i.e., the essential functions) set forth in Section 1.2 of this Agreement with or without reasonable accommodation. In the event of Fields' termination due to Disability, Morton College shall pay Fields his accrued salary and vacation up to the date of termination.

6.2 Termination by Morton College for Cause. Although Morton College anticipates a mutually rewarding employment relationship with Fields, Morton College may terminate Fields' employment as President 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) President's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (b) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the President with respect to the President's obligations to Morton College or otherwise relating to the business of Morton College;
- (c) The President's fraud or dishonesty in connection with the President's performance of duties, which has a materially detrimental effect on Morton College; or
- (d) A material breach by the President of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 6.2, no act or failure to act on the President's part shall be deemed "willful," unless done or omitted by the President, done in bad faith, or done without the reasonable belief that the President's action or failure to act was in the best interests of Morton College.

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

- 6.3 Termination by the President for Good Reason. Fields may terminate his employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Fields specifically agrees in writing that such event shall not be Good Reason:
- (a) Any material breach of this Agreement by Morton College;
  - (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of the President;
  - (c) A reduction in the President'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 the President 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 the President describing in detail the event constituting Good Reason, Morton College cures the event constituting Good Reason.

- 6.4 Termination Due to Death. In the event of Fields' death during the term of this Agreement and while Fields is employed as the President of Morton College, this Agreement shall terminate immediately at the time of Fields' death and Morton College shall pay to Fields' estate his salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Fields' death.
- 6.5 Termination by Board. The Board may terminate this Agreement at any time for any reason upon forty-eight (48) hours written notice to Fields. In the event of such termination, Fields shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Thereafter, Fields will receive a lump sum buyout payment in an amount equal to one (1) year of salary at the current rate of pay or, in the event that there is less than one (1) year remaining on the Agreement, the salary for the remaining period, plus benefits. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days and the employer contribution to SURS. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth

herein. If the Agreement is terminated pursuant to this Section 6.5, then neither Party will acknowledge fault of any kind.

- 6.6 Termination by Fields. In the event that Fields terminates this Agreement prior to the Expiration Date, Fields shall reimburse six (6) months of his then current Base Salary, as defined in Section 4.1 of this Agreement, to Morton College.
7. RETURN OF MORTON COLLEGE'S PROPERTY. At any time upon Morton College's request and/or upon termination of Fields' employment with Morton College, Fields shall immediately deliver to Morton 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 Morton College's activities or concerning any part of the President's activities relating to Fields' employment with Morton College (collectively, the "Property"). The Property is acknowledged by Fields to be Morton College's Property, which is only entrusted to Fields on a temporary basis in his capacity as the President of Morton College.
8. CONFIDENTIALITY. Fields agrees not to disclose or divulge any Confidential Information to any other person or entity, except during his employment with Morton College when required due to the nature of his duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of Morton College's business or financial information or any other confidential information that is disclosed to President or that President otherwise learns in the course of his employment. Fields' obligations here-under, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
9. NOTICE. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to Morton College:	Morton College
	Illinois Community College District No. 527
	3801 S. Central Avenue




Cicero, IL 60804

With a copy to:

Del Galdo Law Group  
1441 South Harlem Avenue  
Berwyn, IL 60402

If to Fields:

Dr. Stanley Fields  


10. MISCELLANEOUS.

- 10.1 Indemnification. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against Morton College and/or Fields due to the amount/structure of Fields' compensation package, Fields shall indemnify and hold Morton College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- 10.2 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. Fields acknowledges that he has had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.
- 10.3 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.
- 10.4 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 Fields and Morton College or authorized representatives thereof.
- 10.5 Modification. The Parties agree that the Chairman of the Board and Morton College's legal counsel may rearrange the benefit provisions of this Agreement upon Fields' suggestions, at no additional cost to Morton College. Additionally, the benefits and compensation referenced herein, including vacation, are cumulative and fungible from the Commencement Date through the Expiration Date. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or

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

- 10.6 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.
- 10.7 Right to Counsel. Fields acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the President acknowledges that he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 10.8 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.
- 10.9 Assignment. This Agreement is personal in character and neither Morton College nor Fields shall assign their 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Executed:

\_\_\_\_\_  
Frances F. Reitz, Date  
Morton College Board Chair

\_\_\_\_\_  
Dr. Stanley Fields Date  
President, Morton College

## **Morton College President Position Description**

<b>Job Title:</b>	President of the College
<b>Reports to and Evaluated by:</b>	<p>The Board of Trustees</p> <p>As Chief Executive Officer, the President is directly responsible and accountable to the Board of Trustees. The President is the only employee and direct report to the Board of Trustees. In accordance with state statutes and policies of the Board of Trustees, the President performs or delegates all executive and administrative duties necessary for the operation of the College.</p>
<b>Nature of Work:</b>	Lead and coordinate an overall vision for the College's future; oversee the work of the President's direct reports as identified in the organizational chart; update and oversee the College's strategic plan; lead ongoing fundraising efforts; facilitate and maintain alumni relations; develop relationships with employers, the community and alumni; increase enrollment and student success rates; and oversee academic program expansion.
<b>Required Traits, Skills, and Qualifications:</b>	<p>The College requires an energetic, approachable and dynamic leader with diplomatic management skills who has a master's degree and a minimum of five (5) years of management experience in the educational, public, or private sector. Significant experience in an educational setting is necessary for vision, planning support of the College's goals. A proven track record of public speaking and excellent interpersonal skills are both required. A pro-student approach and commitment to leading the College into an exciting future are essential. Relevant leadership experience is preferred with a demonstrated ability of success with alumni relations and fundraising, as the President will play a pivotal role in engaging alumni and fundraising. The President will need a strategic vision for an alumni program and community giving and will be expected to cultivate, solicit and steward the alumni and friends of the College.</p> <p>The President is expected to be a leader who consistently demonstrates:</p> <ul style="list-style-type: none"><li>• dedication to and enthusiasm for the mission of Morton College;</li><li>• commitment to community college philosophy and ideals in higher education;</li><li>• College's core values of truth, compassion, fairness, responsibility, and respect;</li><li>• excellent leadership ability;</li><li>• sound judgment and business acumen;</li><li>• the ability to oversee the management of institutional finances, including budgeting preparation and monitoring;</li><li>• the ability to create a climate that promotes trust, mutual respect, cooperation, and collegiality;</li><li>• excellent written and verbal skills (public and private) and ability to relate to and communicate with all levels of the campus and community;</li></ul>



- success in positive employer / employee relations both inside and outside a union environment;
- a record as a team player who motivates and fosters accountability;
- the ability to set and manage priorities;
- the ability to plan and implement marketing strategies for recruitment and retention of students;
- the ability to plan and implement strategies for student success;
- an understanding of innovative technology in the teaching-learning process;
- openness to new ideas and programs for continual improvement;
- success in working with business, industry, governmental and community organizations to assure support for college programs and activities;
- understanding of curriculum development;
- understanding of grant applications and funding;
- sensitivity to diverse needs of community college students;
- the ability to implement and maintain a strategic plan;
- the ability to lead a college that is committed to collective bargaining;
- an understanding of shared governance; and
- the ability to build an alumni program from the ground up, solicit gifts from alumni and non-alumni, fundraise for capital development and scholarships, and oversee all fundraising organizations associated with Morton College.

**Specific Job Duties:**

1. To administer and direct the affairs of the College in accordance with the provisions of the laws of the United States, the State of Illinois, the Rules of the Illinois Community College Board, other authorized regulatory agencies, and the policies of the Board of Trustees.
2. To define and interpret the purposes and goals of the comprehensive two-year college in the State of Illinois to the Board of Trustees, the public, and staff of the College.
3. To assume primary responsibility for the attainment of these goals, for the administrative action, and for establishing and maintaining channels of communication which link the components of the academic community.
4. To represent the institution to the public effectively and to be a positive spokesperson for the College.
5. To provide leadership in engaging the staff in setting directions for curricular and organizational change designed for improvement of the total educational program of the College.
6. To present to the Board of Trustees faculty views, including dissenting ones, in areas and on issues of significant concern.
7. To inform the faculty of the views of the Board of Trustees and the administration on various issues which from time to time confront the College.

*Morton College Employment Agreement*

8. To recommend to the Board of Trustees for its approval all candidates for full-time employment and to report to the Board of Trustees all part-time employments and full-time overload.
9. To recommend to the Board of Trustees for its approval all full-time resignations, terminations, and retirements; and to report to the Board of Trustees all part-time resignations, terminations, and retirements.
10. To ensure that each administrator and full-time member of the faculty and classified staff, be evaluated in writing on an annual basis.
11. To secure new sources of revenue and to maintain existing sources of revenue.
12. To serve as a liaison between and among students, the public, College staff, and the Board of Trustees as appropriate.

Position Unit: **Administrator**

Position Classification: **Exempt**

## **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Mireya Perez**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as CFO/Treasurer ("CFO/Treasurer" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the CFO/Treasurer of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the CFO/Treasurer as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 CFO/Treasurer.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.



## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of One hundred sixty thousand one hundred seventy-seven dollars and fifty-seven cents \$160,177.57 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Mireya Perez  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]



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

Stanley S. Fields Ph.D. Morton College	Date
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Mireya Perez	Date
Employee	

# **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Ruben Ruiz**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Chief Information Officer ("Chief Information Officer" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

## **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Chief Information Officer of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Information Officer as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Chief Information Officer.

C. **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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of One hundred forty thousand nine hundred twenty-one dollars and seventy-nine cents \$140,921.79 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.



E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Ruben Ruiz  


#### 10. MISCELLANEOUS.

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

Stanley S. Fields Ph.D. Morton College	Date
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Ruben Ruiz Employee	Date
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## **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Vincent Aceves**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Chief of Police ("Chief of Police" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs 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. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Chief of Police of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief of Police as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. 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 Chief of Police.

C. 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 him/her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee(s). 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 always act in the best interests of the Board and College. 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 College's 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.

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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.

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual compensation of One hundred fifteen thousand dollars \$115,000.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. 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.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior 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.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

ii. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers 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.

iii. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers 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.

iv. Life Insurance. The College shall provide and pay for individual term life insurance coverage to Employee up to 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.

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

H. Communication Devices. 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, the College will not provide the Employee with any "communication devices."

## **6. 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 thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. 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, is total and permanent.

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. 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
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. 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.
- vii. 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. "Misconduct" includes, but is not limited to, the following:
  - a. 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;
  - b. 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;
  - c. Carelessness of 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;

d. 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;

e. 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; or

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

C. 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:

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. 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

iv. 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.

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

E. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior 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.

## **7. 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 a Senior Administrator of the College.

## **8. 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.

## **9. 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 email, 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: Vincent Aceves  


#### **10. MISCELLANEOUS.**

A. 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.

B. Construction and Governing Law. Construction and interpretation of this Agreement shall 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.

C. 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.

D. 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.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, 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.

F. 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.

G. 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.

H. 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 or other means shall have the same effect as an original signature.

I. 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]

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

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

Vincent Aceves	Date
Employee	

**PROPOSED ACTION:** That the Board approve Vincent Acevez as the new Morton College Campus Police Chief, with an effective start date of August 16, 2021.

**RATIONALE:** The Chief of Campus Police will coordinate and supervise all Campus Police activities, enforce applicable federal, state and local ordinances, and college rules and regulations.

Must ensure the safety of persons and college property. Accountable for managing all public safety, police and emergency management services, and proactively providing 24/7 security of college buildings and grounds, providing a safe environment for the college community, and enforcing all laws and applicable college policies and procedures.

Must perform other duties as assigned by the Dean of Student Services. The responsibilities and duties of the Chief of Campus Police may change as the needs of the college arise.

**COST ANALYSIS:** \$115,000.00

**ATTACHMENT:** None



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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Erin Hernandez AS A NEW Full Time Nursing Faculty FOR THE Nursing Department WITH AN EFFECTIVE START DATE OF 8/25/21.

**RATIONALE**

**Need for Full Time Nursing faculty to teach for Nursing Department, replacing a faculty member that resigned**

**COST ANALYSIS:**

**\$50,206 annually**

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE JOAN MILLER AS NEW ENGLISH  
ADJUNCT FACULTY WITH AN EFFECTIVE START DATE OF AUGUST 23, 2021.

**RATIONALE**

ADDITIONAL PART TIME ENGLISH FACULTY NEEDED TO  
TEACH

**COST ANALYSIS:**

\$940.71 - \$1034.78 PER ECH

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE ELIZABETH RUSSELL AS A NEW ADJUNCT INSTRUCTOR FOR THE PHYSICAL THERAPIST ASSISTANT DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 27, 2021.

**RATIONALE**

The PTA program must meet CAPTE accreditation guidelines and fill vacant courses with qualified candidates that have contemporary expertise in the area of study. One of the PTA program's full-time instructors has recently resigned from he/she's position, requiring that the courses that he/she instructed in be filled with a qualified candidate for the content area.

**COST ANALYSIS:**  
Schedule)

\$988.33 per ECH (per Adjunct Faculty CBA 2021-2022 Compensation

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE SUZANNE DOMARACKI AS A NEW ADJUNCT INSTRUCTOR FOR THE PHYSICAL THERAPIST ASSISTANT DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 23, 2021.

**RATIONALE**

The PTA program must meet CAPTE accreditation guidelines and fill vacant courses with qualified candidates that have contemporary expertise in the area of study. One of the PTA program's full-time instructors has recently resigned from he/she's position, requiring that the courses that he/she instructed in be filled with a qualified candidate for the content area.

**COST ANALYSIS:**  
Schedule)

\$940.71 per ECH (per Adjunct Faculty CBA 2021-2022 Compensation

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Judith Ortega AS A NEW Adjunct Nursing Faculty FOR THE Nursing Department WITH AN EFFECTIVE START DATE OF 8/23/21.

**RATIONALE**

**Need for Adjunct faculty to teach classes not covered by Full Time Faculty**

**COST ANALYSIS:**

**\$940.71/ECH**

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Angela Violante AS A NEW Adjunct Nursing Faculty FOR THE Nursing Department WITH AN EFFECTIVE START DATE OF 8/23/21.

**RATIONALE**

**Need for Adjunct faculty to teach classes not covered by Full Time Faculty**

**COST ANALYSIS:**

**\$940.71/ECH**

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Mary Beth Hutches AS A NEW Adjunct Nursing Faculty FOR THE Nursing Department WITH AN EFFECTIVE START DATE OF 8/23/21.

**RATIONALE**

**Need for Adjunct faculty to teach classes not covered by Full Time Faculty**

**COST ANALYSIS:**

**\$988.33/ECH**

## **MORTON COLLEGE BOARD OF TRUSTEES**

### **REQUEST FOR BOARD ACTION**

**PROPOSED ACTION:** The hiring of Cesar Ortega as Adjunct faculty in the Adult and Career Technical Education department.

**RATIONALE:**

Morton College Automotive Technology department is in need of an adjunct to meet course demands. One adjunct from the department has recently retired

**COST ANALYSIS:** Salary Range: \$901.50- \$1132.55   Hourly Range: \$60.10 - \$75.50

**ATTACHMENTS:**



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

**PROPOSED ACTION:** THAT THE BOARD APPROVE ROBERT KLOSS AS NEW ENGLISH  
ADJUNCT FACULTY WITH AN EFFECTIVE START DATE OF AUGUST 23, 2021.

**RATIONALE**

ADDITIONAL PART TIME ENGLISH FACULTY NEEDED TO  
TEACH

**COST ANALYSIS:**

\$940.71 PER ECH

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE JERMAINE REED AS NEW ENGLISH  
ADJUNCT FACULTY WITH AN EFFECTIVE START DATE OF AUGUST 23, 2021.

**RATIONALE**

ADDITIONAL PART TIME ENGLISH FACULTY NEEDED TO  
TEACH

**COST ANALYSIS:**

\$940.71 PER ECH

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE MICHEAL KOTT AS NEW HUMANITIES  
ADJUNCT FACULTY WITH AN EFFECTIVE START DATE OF AUGUST 23, 2021.

**RATIONALE**

ADDITIONAL PART TIME HUMANITIES FACULTY NEEDED  
TO TEACH

**COST ANALYSIS:**

\$940.71 PER ECH

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Jennifer Rogoz AS A NEW Adjunct Nursing Faculty FOR THE Nursing Department WITH AN EFFECTIVE START DATE OF 8/25/21.

**RATIONALE**

**Need for Adjunct faculty to teach classes not covered by Full Time Faculty**

**COST ANALYSIS:**

**\$940.71/ECH**

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE ALEXA HERRERA AS A NEW STUDENT AIDE FOR THE INSTITUTIONAL ADVANCEMENT DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 30, 2021.

**RATIONALE**

**TO SUPPORT THE INSTITUTIONAL ADVANCEMENT EFFORTS IN COMMUNITY OUTREACH, SOCIAL MEDIA ENGAGEMENTS, AND ADDITIONAL DUTIES AS ASSIGNED.**

**COST ANALYSIS:**

**\$11 HOURLY**

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE KELLY VELENCIA AS A NEW PEER TUTOR FOR THE COLLEGE TUTORING DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 26, 2021.

**RATIONALE**

**Needed to fulfill the needs of the college's tutoring program.**

**COST ANALYSIS:**

\$11/hr. (minimum for 10 hours per week)

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Liliana Raygoza AS THE NEW Human Resource Specialist FOR THE HR Department WITH AN EFFECTIVE START DATE OF 8/16/21.

**RATIONALE**

**Current Human Resource Specialist will retire by August 31, 2021. We will be combining two positions the Human Resources Specialist and HR Service Aide into this position. By combining the two positions the College will save close to \$30,000.**

Liliana Raygoza is transferring from the Dean's Office to the HR Department.

**COST ANALYSIS:**

\$55,000

# Approval to Hire Form



## INSTRUCTIONS

- 1) Complete the Offer Details section
- 2) Secure the Approvals by completing the Approvals section
- 3) Send the completed form to [Human.Resources@morton.edu](mailto:Human.Resources@morton.edu)
- 4) Verbal offer can be extended only after all necessary approvals have been secured.

## OFFER DETAILS

Name of Final Candidate: Michelle Herra

Position Title: Associate Dean of Academic Services

Department: Academic Deans

Classification: Administrative

Salary Range: \_\_\_\_\_ Hourly Range: \_\_\_\_\_

Full-time: ☒ Part-time: ☐ Hours: \_\_\_\_\_

Proposed Start Date: 07/14/2021

Submission to the Board Date: 08/16/2021

## APPROVALS

Supervisor: [Signature] Date: 08/16/2021

Provost: [Signature] Date: 8/17/21

CFO: Mireya Perez Date: \_\_\_\_\_  
Digitally signed by Mireya Perez  
DN: cn=Mireya Perez, o=Morton College, ou=Business Office,  
email=mireya.perez@morton.edu, c=US  
Date: 2021.08.17 13:11:09-07

President: [Signature] Date: 8.17.21

## CONFIRMATION OF OFFER (To be completed by HR AFTER Offer is Made)

Offer extended by: \_\_\_\_\_

Accepted ☐ Declined, reason ☐ \_\_\_\_\_

Accepted Annual Amount: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date (if applicable): \_\_\_\_\_ Offer Acceptance  
Deadline (72 hours): \_\_\_\_\_

Benefit Eligible: Yes ☐ No ☐

Welcome Letter: ☐

Hire Type: Promotion (New Department)

Background Check: ☐ Physical Screening: ☐ Drug Screening: ☐ Fingerprints: ☐

Additional Notes:





# Morton College

## Job Description

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**Job Title:** Cannabis Dispensary Technician: Cannabis and the Law

**Range:** N/A

**Grant-Funded:** N/A

**Reports to and  
Evaluated by:** Dean

**Required  
Qualifications:** Law Degree and active Law License

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

**Desirable  
Qualifications:** Experience teaching at a College level.

**Job Summary:** Teach the following course: Cannabis and the Law.

Course Outcomes:

- A. Compose a compliance policy for an IL Medicinal Marijuana Dispensary
- B. Distinguish between the Federal and IL laws on this issue
- C. Summarize the fundamental IL laws regulating a medicinal marijuana dispensary
- D. Summarize the progression of the IL Medical Marijuana laws

The responsibilities and duties of the instructor may change as the needs of the college arise.

**Essential Job  
Functions**

- Utilize departmental syllabus template, approved textbooks, and supplemental course materials.
- Submit personalized course syllabus to Deans' Office in electronic format one (1) week prior to course start date.
- Distribute and review comprehensive course syllabus to students no later than the first week of the course.
- Receive, understand, and follow Course Data Form as distributed by Deans' Office.
- Adhere to printed course schedule meeting times and locations.

- Obtain prior approval for any substitute teachers or guest speakers from Deans' Office.
- Maintain grade book in electronic or hard copy format.
- Take and record student Attendance each day.
- Submit accurate and certified Tenth (10th) Day Attendance Verification and Mid-Semester Class Roster or other report to Deans' Office
- Give final exam at the time and date indicated on the college's Final Exam Schedule.
- Post final grades by registrar submission deadlines.
- Respond to e-mails from students, staff, and college administrators in a timely manner while classes are in session using assigned college designated e-mail.
- Check assigned college mailbox regularly.

**Other Duties:**

- Perform other duties and special projects as assigned

**Work****Environment:**

Classroom environment

**Physical****Demands:**

Long periods of standing

**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

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



# Morton College

## Job Description

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**Job Title:** Student Aide- (Institutional Advancement)

**Funding:** ☐ Non Work Study/Institutional  
☒ Federal Work Study

**Reports to:** Executive Director of Institutional Advancement

**Required Qualifications:** Applicant must be a current Morton College student carrying 6 credits hours in the Fall and Spring. One credit in the Summer. Good academic standing with a minimum GPA of a 2.0.

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

**Job Summary:** The student aid will work with the Institutional Advancement team to identify new ways to engage our social college community, share all upcoming events and programming, [the MC Spirit Store](#) and continue to elevate the institution's presence. The aid will assist in nurturing and furthering the development of the institution's brand across our social media channels. Good and creative writing skills.

**Specific Job Duties:**

- Follow brand guidelines to build and amplify a consistent visual identity and brand voice across all MC's social media channels
- Work directly with the Institutional Advancement team to enhance the social medial approach and content requirements
- Monitor social media posts and engagement
- Communicate creative messaging needs and collaborate in coordinating production of creative assets to support social media campaigns.
- Serve as student ambassador of the MC brand to engage students, college community and partners.
- Perform other job related duties as assigned by the Executive Director for Institutional Advancement
- [Staff the MC Spirit Store](#)

- Assist with the customer service counter, register, inventory and housekeeping.

**Work  
Environment:**

Work is generally performed in an office setting. Some work and supervision will be on location such as the Athletic Fields, Athletic Facility, and, event location.

**Physical  
Demands:**

Prolonged sitting. Some lifting up to 20 lbs. Some stopping and bending.

# Morton College

## Job Description

**Job Title:** Associate Dean, Nursing Programs

**Reports to and is evaluated by:** Dean of Adult, Career and Technical Education

**Job classification:** Administration

**Job Summary:** Provides overall administration of the nursing education program(s). Serves as a liaison with other units of the college. Prepares and administers the Nursing Program(s) budget(s). Facilitates faculty and staff recruitment, professional development, and performance reviews. Coordinates activities related to academic policies, curriculum, resource facilities, schedules and scheduling, and program evaluation. Promotes curriculum relevancy based on current clinical practice and evidenced based research. Is the recognized Nurse Administrator with regulatory (Illinois Board of Nursing) and accrediting (i.e., ACEN) organizations. Operates under auspices of Morton College policies and Employee Contracts. Represents the Nursing Department in College operations. Demonstrates the Morton College core values of compassion, fairness, respect, responsibility, tolerance, and truth.

**Minimum requirements:**

- 2 years' experience in clinical nursing practice as an RN.
- 2 years' experience as a nurse educator (faculty) in a pre-licensure RN nursing program.
- A master's degree or higher with a major in nursing.
- Demonstrated analytical skills, interpersonal, oral, and written communication skills, teamwork skills, computer literacy and instructional technology adeptness.
- Experience with culturally diverse populations.

**Desirable requirements:**

- Experience as a nursing education program administrator
- Doctoral degree
- Bilingual
- IDPH Certified Nursing Assistant instructor
- Experience with Nursing program accreditation or Nursing program accreditation site evaluator

### Specific job duties

- Operationalizes the organization of the nursing department and programs' functions and responsibility.
- Embraces faculty and staff in the operations of department based on job descriptions, committee membership requirements, areas of expertise and interest. Oversees committee membership, responsibilities, meeting schedule and actions. Secures students to participate on select committees.
- Coordinates program (course) and faculty scheduling, finalizing ECH reports for faculty. Consideration for assignments to include faculty tenure, expertise, and established assignment making guidelines for the nursing department.
- Participates in faculty and staff recruitment, selection, orientation, professional development, and evaluation; maintains records of the same.
- Operates and evaluates unique faculty assignments and roles, including but not limited to
  - Mentor program and faculty assignments
  - Nursing program(s) chair(s)
  - Lead Faculty
  - Committee chairs
- Coordinate maintenance of safe and effective physical environment conducive to needs of instruction and student learning.
- With input from faculty and staff, a recognition of education and health care trends, and considering evaluation data, prepares nursing program(s) budgets. Reviews budgets and makes needed adjustments on a minimum of a quarterly basis.
- Explores opportunities for additional revenues through such things as grant applications/funding, arrangements with clinical sites for use of college nursing simulation resources, etc.
- Oversees the development of evidence-based policies, procedures, and practices for student participation in the nursing program. This includes but is not limited to coordinating student
  - recruitment and program marketing, including brochures, catalogue, web site development and community outreach.
  - admission, including coordination of information sessions, program orientation and BOOT CAMP.
  - progression, retention, and readmission, including compliance with student evaluation policies, and clinical site requirements. This also includes oversight

- of programs focused on student success, such as C.A.R.E, tutoring, coaching.
  - completion policies, including NCLEX licensure application practices.
- Evaluates the efficacy of the student participation policies.
- To promote and enhance the nursing program(s) offerings, collaborates with internal and external audiences. This includes, but is not limited to,
  - Facilitating Illinois Community College Board Program Advisory Committee requirements.
  - Providing oversight of clinical healthcare affiliations, including site selection, affiliation agreements, clinical assignments, and faculty selection.
  - Representing Morton College nursing program(s) in establishing agreements with higher education colleges and universities, especially for the adoption of articulation agreements.
  - Serving on state organizations where program representation is needed, i.e., Illinois Community College Board Deans and Directors of Nursing.
- Share the student end-of-learning outcomes and program outcome results with communities of interest.
- Monitors compliance with regulatory and accreditation requirements through a robust program review and evaluation process and defined data collection. Ensures completion of program evaluation requirements and reports. This includes, but is not limited to, those required by
  - Illinois Community College Board,
  - Illinois Board of Nursing,
  - Illinois Department of Public Health, and
  - Accreditation Commission for Education in Nursing (ACEN).

**Other duties:**

- As requested, represents the Division Dean on assigned tasks.
- Performs other duties as assigned and deemed qualified for.





# Morton College

## Job Description

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<b>Job Title:</b>	Associate Dean <del>Allied Health/Director of Physical Therapy Assistant Program</del> PTA, and Health Sciences
<b>Range:</b>	Administrator
<b>Grant-Funded:</b>	NA
<b>Reports to and Evaluated by:</b>	Dean <del>of Adult, Career and Technical Education</del> of Nursing and Health Sciences
<b>Required Qualifications:</b>	<p>The successful candidate will possess at minimum a Master's degree; licensure as a physical therapist or physical therapist assistant in the State of Illinois (or licensure eligible). The candidate will have a minimum of five years of clinical experience beyond entry-level. The candidate will have a minimum of two years of didactic and/or clinical teaching and experience in administration. The candidate will hold the equivalent of nine credits of coursework in educational foundations. The candidate will have excellent analytical, interpersonal, oral and written communications skills, as well as basic computer literacy.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	Entry-level MPT, entry-level DPT, post-graduate advanced degree work in PT or a related field of study, and/or clinical specialist certification. Academic preparation and teaching experience in all levels of PT clinical practice and education. Experience working with culturally diverse students. Ability to use computer assisted technology to enhance teaching and learning. Skill to demonstrate the Morton College core values of truth, compassion, fairness, responsibility, and respect. Bilingual skills.
<b>Job Summary:</b>	Under the direction of the Dean of <del>Adult, Career and Technical Education</del> Nursing and Health Science, the Associate Dean will direct all activities of the Physical Therapist Assistant Program, and oversee activities <del>in current and future allied health programs</del> the Health Information Technology and other health science programs including, but not limited to planning, implementing and assessing the approved curriculum and student outcomes, and teaching designated PTA Program

courses to a diverse student population. The Associate Dean is responsible for maintaining program accreditation and submitting appropriate reports to Commission on Accreditation in Physical Therapy Education (CAPTE). The Associate Dean will train and lead PTA, HIT and health science faculty, and work with the institution on budgets for operational and capital expenditure; participate on administrative committees; and perform other duties related to teaching and learning at a community college if needed. The Associate Dean must stay abreast of ongoing developments, trends, and issues in instruction and assessment in the community college environment. ~~Work closely with the Dean of Nursing and Health Science on all program needs.~~

### **Essential Job Functions**

- Provide leadership in developing the PTA, HIT and health science ~~other allied health~~ programs and ensure that program content remains current with practice and accreditation standards including CAPTE requirements for the PTA program and other programs that are accredited.
- Assess the need for full time and part time faculty, and participate in recruitment and hiring based on needs of the curriculum
- Evaluate, mentor, and develop and train faculty within the PTA, HIT and other ~~allied health science~~ programs
- Coordinate meetings and activities of the PTA, HIT and other ~~allied health science~~ program advisory committees
- Ensure compliance with college, state and national guidelines
- Maintain close communication with ACCE to ensure clinical education sites are meeting the needs of the PTA program and students
- Coordinate the preparation and annual review of syllabi for PTA, HIT and other ~~allied health science~~ program courses
- Review and assess PTA, HIT and other ~~allied health science~~ program curricula, and oversee submission of changes for review
- Collaborate with faculty on course content, and oversee the textbook and teaching resource review, selection and ordering for each program
- Keep current with CAPTE, APTA and state guidelines for knowledge and skills requirements of the PTA and ensure curriculum is revised accordingly and other accreditation needs of health science programs.
- Assist with program marketing as needed

- Coordinate application process, conduct applicant interviews, and review applicant materials to ensure all program requirements are met. Work with admissions and financial aid to secure financial support for students as needed.
- Organize and coordinate new student orientation and boot camps prior to fall classes based on each program's needs
- Maintain student records and address student problems/complaints in health science programs
- Coordinate PTA student degree plan preparation
- Serve as advisor for PTA club - meets once a month
- Create, interpret and enforce PTA program policies/handbooks. Work with PTA and health science faculty to create, interpret and enforce respective program policies, ensure policies for all programs are reviewed regularly.
- Prepare PTA students for state licensure and NPTE
- Assist health science faculty in preparation of students' achievement of state and or national requirements for practice.
- Maintain records for Annual Accreditation Report (PTA)
- Maintain policies and procedures and assessment data on students and faculty in compliance with CAPTE and facility guidelines
- Maintain communication with CAPTE and notify of substantive program changes
- Responsible for ensuring fees are paid to relevant accrediting bodies and organizations, including but not limited to CAPTE and FSBPT
- ICCB PTA program review and assist HIT and health science faculty with respective program reviews.
- Assist in development and evaluation of long and short term program objectives
- Submit class schedules developed in conjunction with PTA, TPM and HIT faculty
- Maintain effective communication with college administration - including timely notification of sensitive issues
- Cooperate with public information and publication personnel in the development of PTA, HIT and allied health science program recruitment and promotional material and newsworthy community information
- Establish and maintain an effective liaison with relevant industries, professional groups and associations

- Program assessment to include, but not limited to:
  - Coordinate data gathering on program and student performance, interpret and analyze program data to identify areas of deficiency/success
  - Coordinate graduate and employer surveys, interpret and analyze data to identify achievement of performance objectives
  - Interpret and analyze course data from students to identify achievement of performance objectives
- Maintain relationships with alumni, advisory board members, faculty at other PT/PTA institutions in Illinois, clinical education sites and other health science relationships

**Other Duties:** Perform other duties as assigned by supervisor

**Work Environment:** Typical office environment

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

**Position Unit:**

<input checked="" type="checkbox"/>	Administration - Exempt
<input type="checkbox"/>	Professional Staff - Exempt
<input type="checkbox"/>	Faculty, Local 1600, A.F.T.
<input type="checkbox"/>	Adjunct Faculty, IEA-NEA
<input type="checkbox"/>	Classified Staff - Excluded
<input type="checkbox"/>	Classified Staff, Local 1600, A.F.T.
<input type="checkbox"/>	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Part-Time, Local 1600, A.F.T.
<input type="checkbox"/>	Classified Staff - Part-Time, Non-Union

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



# Morton College

## Job Description

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<b>Job Title:</b>	Executive Assistant/ <del>Clerk of the Board</del>
<b>Range:</b>	Administrator
<b>Grant-Funded:</b>	NA
<b>Reports to and Evaluated by:</b>	President
<b>Required Qualifications:</b>	<p>The candidate must have an Associate's Degree or equivalent hours, bilingual in English and Spanish, and have three years of higher education administrative office experience, including working with confidential information. Must have excellent executive assistant and office management skills. Demonstrate excellent word processing skills and have a working knowledge of Microsoft Office as well as bookkeeping and business writing skills.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	<p>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. Perform duties with a high degree of accuracy and attention to detail. Be well organized, detail-oriented, self-motivated and be able to work independently with little or no supervision.</p>
<b>Job Summary:</b>	<p>The Executive Assistant will maintain all formal communication and correspondence to and from the President for all internal/external agencies. Perform general office duties with little or no supervision and provide confidential and administrative assistance to the Office of the President. <del>The duties and responsibilities may change as the need of the College arises. The duties for the Clerk of Board of Trustees include clerical and secretarial support for all Board meetings.</del></p>

**Essential Job Functions**

- To complete routine and complex word processing and administrative assistant duties such as preparing correspondence, reports, and related materials.
- To maintain the schedule and calendar of the President and the day-to-day operations of the Office of the President.
- To handle confidential information.
- To perform general receptionist duties including answering telephone, taking messages, screening calls, and scheduling appointments.
- To provide customer services to students, faculty, staff or guests in the Office of the President.
- To handle administrative duties including sorting, copying, mailing, filing, faxing, billing, supplies control and related general office responsibilities.
- To schedule use of facilities and coordinate meeting arrangements for meetings, related activities, special events, and related activities for the President ~~and Board of Trustees of Merton College.~~
- ~~To type and coordinate Board meeting materials, take and transcribe minutes, and perform other clerical and secretarial duties for the Board of Trustees.~~
- To maintain all documents, files and records for the Office of the President ~~and the Board of Trustees.~~

**Other Duties:**

- To perform other job related duties as assigned by the President or his designee.
- Assist the Clerk of the Board in coordinating board meeting materials.

**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

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





# Morton College

## Job Description

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<b>Job Title:</b>	Assistant Nutrition Center Manager
<b>Range:</b>	Classified Excluded
<b>Grant-Funded:</b>	NA
<b>Reports to and Evaluated by:</b>	Director of the Fitness and Nutrition Center
<b>Required Qualifications:</b>	<p>Must have at minimum, 2 years' experience working in a fitness center/health club, or athletic department. Demonstrated word processing, database management and data entry skills; and knowledge of intercollegiate activities and programs. Excellent organizational, oral, written and listening skills. Must be able to interact well with students, faculty, staff and community members. 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. Must be able to work a flexible schedule including some evening and weekend hours.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	<p>Bachelor's degree or certification in Nutrition and Health. Management experience in a fitness center/health club or restaurant. Proficiency in Spanish/English, both oral and written. Good leadership, excellent verbal, analytical, organizational and planning skills, and familiarity with budgets.</p>
<b>Job Summary:</b>	<p>The Assistant Nutrition Center Manager will work in collaboration with the Director of Fitness and Nutrition in the day-to-day communications, marketing, development; and public relations of the Nutrition Center. As well as support health and well-being through proper nutrition. The Assistant Nutrition Center Manager will also be responsible for assisting student-athletes with meal planning and offer instruction on good eating habits and dietary recommendations</p>

**Essential Job Functions**

- Oversee daily operations of the Nutrition Center, including enforcement of rules and regulations for members, and sanitization and cleanup process.
- Help educate members about proper eating habits and their specific dietary needs.
- Manage all Nutrition Center related social media accounts, as well as create promotional fliers, monthly events, and marketing strategies.
- Maintain records, sales receipts, order forms, and paperwork, among other important documents for the Nutrition Center. Ensure proper payment procedures for all purchases are followed at all times.
- Ensure all branding and marketing materials for the Nutrition Center are aligned with the institution's brand standards. That includes the signage, deliverables and staff uniforms.
- Ensure that Nutrition Center staff, trainers, and student aides support our Morton College mission and core values.
- Provide a high level of customer service for students and guest members.
- Maintain Nutrition Center equipment, and coordinate any needed repairs with facilities department or outside vendors.
- Keep inventory of promotional and resale items.
- Assist with scheduling and event planning.
- Handle complaints and incidents, and keep Fitness Center Manager informed of any issues/concerns.
- Work with staff to meet targeted sales goals.
- Assist with staff scheduling.
- Enhance revenue by planning, promoting and executing a host of fitness and nutrition center activities and programs throughout the academic year.
- Participate in professional development opportunities (industry trends, conferences, workshops etc.).
- Promote events on campus and within the Morton College community to encourage greater participation.
- Assist with special events and other activities related to athletics, fitness and nutrition center.
- Help coordinate community service activities.
- Assist the College Health Nurse in serving as a resource to college, staff and community.

**Other Duties:**

- Others duties as assigned by the supervisor

**Work Environment:** Work is generally performed in an office setting. You will have designated desk space to complete your daily work. Some work and supervision will be on the Nutrition and Fitness Center.

**Physical Demands:** Must be able to sit and stand for long periods of time. Must be able to lift up to 50 lbs.

**Position Unit:**

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



# Morton College

## Job Description

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**Job Title:** Chief Financial Officer/Treasurer (CFO)

**Range:** Administrator

**Grant-Funded:** N/A

**Reports to and  
Evaluated by:** President

**Required  
Qualifications:** Master's Degree in Business, Management, Accounting or a related field. A minimum of seven years of senior financial management administration and supervisory experience in Community College or other higher educational institution, or school district, or the public/private sector. Must have thorough understanding of Fund accounting and computable aptitude. Knowledge of college accounting practices and principles; strong spreadsheet and word processing skills. Knowledgeable in Excel, Word and Access.

Ability to lead a cross-functional department with leadership and strategic responsibilities for Human Resources.

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

**Desirable  
Qualifications:** Certified Public Accountant (CPA). Ability to interact well with students, faculty, and staff. Have good oral and written communication skills. Must be proficient in payroll and financial software Ellucian Colleague Finance. Bilingual.

**Job Summary:** The CFO will assume a strategic role in the overall management of the finances of the College. The CFO is responsible for the day-to-day overall planning, policy, determination, implementing managing and controlling all financial-related activities of the College. This will include direct responsibility for accounting, including grant accounting, finance, forecasting, strategic planning, asset management, cost benefit analysis, budget management, insurance program oversight, procurement and vendor relations, banking relationships, ~~and~~ investments and oversight of all Human Resources functions.

**Essential Job Functions**

- Plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance.
- Participate in the development of the college's plans and programs as a strategic partner.
- Evaluate and advise on the impact of long range planning, introduction of new programs/strategies and regulatory action.
- Develop credibility for the finance and human resources group by providing timely and accurate analysis of budgets, financial reports and financial trends in order to assist the President, the Board and other administrators in performing their responsibilities.
- Enhance and/or develop, implement and enforce policies and procedures of the college by way of systems that will improve the overall operation and effectiveness of finances and human resources of the ~~the~~ institution.
- Provide technical financial advice and knowledge to others within the financial discipline.
- Continual improvement of the budgeting process through education of department managers on financial issues impacting department budgets.
- Provide strategic financial human resources input and leadership on decision making issues affecting the college.
- Optimize the handling of bank and deposit relationships and initiate appropriate strategies to enhance cash position.
- Develop a reliable cash flow projection process and reporting mechanism that includes minimum cash threshold to meet operating needs.
- Be an advisor from the financial and human resources perspective on any contracts into which the institution may enter.
- Coordinate the preparation and implementation of the Annual College budget
- Prepare major annual operational, state, and federal financial reports and oversee the development of the monthly Trustee financial report
- Establish and direct the implementation of systematic procedures for operation, maintenance, inventory, and replacement of College property
- Serve as College Treasurer for the Board of Trustees
- Provide leadership for administering the College's group, and property/causality/liability insurance programs as well as employee compensation and benefits.
- Supervise internal and external financial audits of the College

- Maintain liaison with the Illinois Community College Board, the Illinois Board of Higher Education, the Illinois State Board of Education, and other state and federal agencies related to financial matters
- Collaborates extensively with all campuses and other college divisions/departments
- Maintains current knowledge of trends and developments in the field of finance and human resources
- Share in the development and review of the policies to be recommended by the President to the Board of Trustees
- Oversee the Business Services Office and Human Resources Office and evaluate the department structure and team plan for continual improvement of the efficiency and effectiveness of the group as well as provide individuals with professional and personal growth with emphasis on opportunities (where possible) of individuals
- Represent the College at designated governmental, professional, and community organizations
- Perform any other duties assigned or delegated to the Treasurer by the Board of Trustees

**Other Duties:**

- Perform other duties and special projects as assigned by the President

**Work Environment:**

Typical office environment

**Physical Demands:**

Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.

**Position Unit:**

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

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



# Morton College

## Job Description

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**Job Title:** Adult Education Data and Enrollment Specialist

**Range:** Range IV

**Grant-Funded:** N/A

**Reports to and Evaluated by:** Director of Grants and Compliance (AECPO)

**Required Qualifications:** Associate Degree with focus in computer science or related field. Excellent computer and technical skills. Working knowledge of Microsoft Office (Access, Excel, and Word). Bi-lingual (English/Spanish). Experience with database, Internet downloading, importing/exporting data.

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

**Desirable Qualifications:** Familiarity with ICCB-mandated record-keeping software DAISI and ICCB Adult Education grant-funded programs. Bi-lingual (English/Spanish). Should have analytical skills and be organized and detail-oriented.

**Job Summary:** The Adult Education Data & Enrollment Specialist maintains and manages multiple records (student enrollment and attendance, course information, classroom sites and accessibility, support services, funding sources and budget amounts, instructor data, student test results) for the Illinois Community College Board (ICCB) grant-funded Adult Education program. Coordinates enrollment and class management process to assure efficiency and efficacy for students and program. Files quarterly and other necessary reports with state agencies. Upgrades software regularly to meet reporting requirements of multiple funding sources and keeps current on training requirements of software. Accesses data to provide statistics and tracking of student progress. Coordinates all State of Illinois data in DAISI program and merges as needed and appropriate with Morton College data system (Colleague). Maintains and updates all current ICCB data regulations and changes to system.



**Essential Job Functions**

- Enter data (e.g. student and faculty biographic information; student enrollment, attendance and test scores; course information; classroom sites and accessibility, support services; funding information) using appropriate software.
- ~~Create AEFL class schedule every term and responsible for accuracy of information including dates, room numbers, course numbers, and mid-term dates.~~
- ~~Direct the intake process, and assist Travel off-campus sites to assist the~~ Assessment/Retention/Transition Specialist with orientation sessions as needed. ~~and required tests forms for registration.~~
- ~~Assist with keeping the~~ Social Media platforms well-maintained ~~coordination~~ for Adult Education programs; Updating information about upcoming registration dates, off-site recruitment events, etc. create and maintain strong online marketing strategies through social media.
- During the term, responsible for checking DAISI and Colleague to assure that the information is correct and to update it, as necessary.
- Work closely with the Office of Admissions and Records (OAR) to ensure student records are accurate, up-to-date and match DAIS-I database. This includes student application and registration forms and revision/correction of the mid-term and final class lists generated by OAR, as necessary.
- Update records on a daily basis.
- Distribute, collect and handle any problems with the mid-term and final verification reports.
- Create data-collecting processes and forms.
- Generate reports, in a timely manner, for internal use to address any discrepancies in student attendance, ESL and ABE/ASE courses, testing, transition & employment data, funding agencies.
- Create monthly class lists; weekly attendance reports; master list of enrollees.
- Communicate with instructors regarding student enrollment.
- Attend mandated data and information trainings and seminars mandated by the state of Illinois.
- ~~Create and maintain calendar of enrollment (testing, registration, orientation, etc.) and class management dates (start, end, mid-term, etc.) for all AEFL classes.~~

- Reconcile class roster in the Data and Information System mandated by the state of Illinois with the agency internal data and information system.
- Each eight-week term, initiate transfer of DAISI data to Colleague to merge AECPO data into Morton College system.
- Manage all student enrollment issues.
- ~~Coordinate with Assessment/Retention/Transition Specialist any registration date/events with off-campus partner sites.~~
- ~~Maintain calendar events with off-site partners and events on campus to avoid scheduling conflicts.~~
- Track and predict trends in enrollment including but not limited to student persistence, retention, level repetition while monitoring level gains.
- ~~Update Data & Enrollment calendar to department calendar.~~
- ~~Work collaboratively with service aides and student aides to adequately maintain coverage of front desk office.~~
- Create and update folders and required forms for registration.
- Assist Program Support Specialist II to coordinate daily distribution and collection of attendance and testing records both on campus and off campus sites.

**Other Duties:**

- Perform other duties as assigned by the Dean and/or Director of Grants and Compliance of Adult Education.

**Work Environment:**

Regular office and work schedule within an office environment, with standard office equipment available. May need to work various work hours and travel to off-campus sites as defined by the needs of the department.

**Physical Demands:**

Must be able to move around the campus on occasion deliver student files and attendance bags for off-site classes; be able to transfer files to storage and lift boxes weighing 10-20 pounds 5-10% of the time.

**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

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



# Morton College

## Job Description

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<b>Job Title:</b>	<del>Director of Institutional Research</del> Associate Dean of Institutional Effectiveness
<b>Range:</b>	Administrator
<b>Grant-Funded:</b>	N/A
<b>Reports to and Evaluated by:</b>	Associate Provost and Executive Vice President
<b>Required Qualifications:</b>	<p>Bachelor's degree in statistics, mathematics or a research-based discipline. In depth understanding of research design, statistics, and strategic planning. Demonstrated proficiency in creating complex relational databases and spreadsheets. Familiarity with statistical software packages (e.g., SPSS). Excellent analytical, writing, and presentation skills.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	Master's degree and three years' experience in institutional research, assessment and/or planning. Experience developing and managing budgets and the grant proposal process. A leadership style that emphasizes collaboration, team building, and accessibility.
<b>Job Summary:</b>	Design and conduct institutional research studies, serve as administrative liaison to faculty driven assessment activities, manage the strategic planning process, prepare and submit reports to various state and federal agencies, serve as contact to the Higher Learning Commission of the North Central Association of Colleges and Schools. Assist in maintaining grants. Assist others in grant proposals to support educational programs and to gather and disseminate research information about the college and grants that may be available.
<b>Essential Job Functions</b>	<ul style="list-style-type: none"><li>• Design and conduct institutional research studies and communicate results to College constituencies.</li><li>• Collect data in support of assessment, planning, grant proposals and related activities.</li><li>• Monitor and submit relevant applications and documents for annual federal HSI eligibility designation.</li></ul>

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

**Other Duties:** • Perform other duties and special projects as assigned

**Work Environment:** Typical office environment

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

**Position Unit:**

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

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



# Morton College

## Job Description

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<b>Job Title:</b>	Coordinator of Payroll
<b>Range:</b>	Classified Staff - Excluded
<b>Grant-Funded:</b>	N/A
<b>Reports to and Evaluated by:</b>	Chief Financial Officer/Treasurer (CFO)
<b>Required Qualifications:</b>	<p>Bachelor's degree in Accounting, Finance, or Business and two years payroll experience. Demonstrate time management and organizational skills with the ability to work quickly, accurately and maintain records with strict attention to detail. Must be able to maintain all payroll information confidential.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	Bookkeeping and accounting courses desirable. Cooperative attitude and good oral and written communication skills. Ability to interact well with students, faculty and staff. Able to communicate in Spanish.
<b>Job Summary:</b>	To review, prepare and process payroll on a semi-monthly basis. Knowledge and understanding of federal and state tax laws, college/payroll policies and collective bargaining agreements, and to prepare and reconcile all college deposits.
<b>Essential Job Functions:</b>	<ul style="list-style-type: none"><li>• Verify, enter, and maintain payroll data after receiving the proper authorization.</li><li>• Enter, adjust, coordinate, and maintain pay records, pay amounts, and deductions including those for state and federal withholding taxes and all benefit programs and voluntary payroll deductions.</li><li>• Run payroll checks and direct deposits</li><li>• Submit Federal and State taxes.</li><li>• Reconcile payments of state and federal withholding taxes with amounts reported on W-2 statements.</li><li>• Prepare with the help of the Accounts Payable clerk all contributions checks and mail them with required backup documentation.</li></ul>

- Review and prepare W-2 statements.
- Review, prepare and submit Federal and State quarterly reports.
- Work closely with other departments to make sure all payroll information is submitted on time for processing
- Reconcile benefit general ledger accounts quarterly
- Review TimeClock Management System hours for Campus Police & Maintenance and upload hours to Colleague
- Manage TimeClock Management System for paid time off
- Assist the Cashier's Office with student transactions at the cashier window, including tuition payments/refunds, payment plans, schedules, etc.
- Assist the Senior Accountant when needed.

**Other Duties:**

- Perform other duties as assigned by the 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 15-20 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

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



# Morton College

## Job Description

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<b>Job Title:</b>	<del>Executive Director</del> Vice President of Institutional Advancement
<b>Range:</b>	Administrator
<b>Grant-Funded:</b>	NA
<b>Reports to and Evaluated by:</b>	President
<b>Required Qualifications:</b>	<p>Masters degree in Business, Education or related field. Three (3) - five (5) years' implementing annual giving/fundraising programs. Excellent verbal and written communication skill. Excellent interpersonal and human relation skills. Strong organizational skills; must possess the ability to work with changing priorities and multiple projects. Must be proficient in written and verbal English and Spanish language, Microsoft Office and ability to utilize computer technology to access data, maintain records, and generate reports. Self-starter with the ability to work well independently. Ability to communicate effectively with a broad range of diverse people, ability, culture, ethnic background, to maintain good working relationships across the College.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	<p>Extensive development background in an academic setting. Strong history of writing persuasive, clear, and concise proposals. Previous supervisory experience preferred.</p>
<b>Job Summary:</b>	<p>Executive Director of Institutional Advancement leads public relations, alumni affairs, community engagement and outreach, communications and marketing, and development, student engagement, intergovernmental affairs, business and industry training, and community education with the purpose of redoubling efforts to build awareness of, engagement with, and giving to Morton College. The strategic combination of the Morton College Foundation and the Development department not only upholds our concept of one College, but also places Morton College goals along side the top-reaching academic and research institutions in the country. The position is responsible for college-wide integration and coordination of public relations, alumni relations,</p>

communications and marketing, community engagement and outreach, development functions, intergovernmental affairs, student engagement, business and industry training and community education to foster positive relationships with students, alumni, and other key audiences; provide multiple opportunities for engagement; and generate involvement with and support for the mission of Morton College.

**Essential Job Functions**

- Lead and supervise the Public Relations and Community Outreach department. This will include advertising, college community communications, brand guidelines, marketing, graphic design and social media strategy.
- Supervise Development Office's direct annual giving fundraising programs by creating a systematic and comprehensive annual giving fundraising plan. This includes, but is not limited to, making regular in-person and telephone contact to cultivate and solicit donors, letter appeals, board-inspired giving, employee annual giving, and other solicitations in all formats for scholarships and grants. Responsible for personal cultivation, solicitation and stewardship of annual giving gifts.
- Supervise Alumni Relations fundraising activities by creating a culture of philanthropy with MC Alumni. This will include fundraising activities, implementing Alumni Relations events and creating strategies for greater Alumni relations giving.
- Supervise Student Development Liaison in enhancing communications and community outreach area to provide resources and services for multicultural enrichment initiatives within the campus.
- Supervise Community and Continuing Education to build relationships and create programs to support the needs of the community Morton College serves.
- Generate goals, objectives, projections, reports, and transaction documentation. Maintain fiscal responsibility of the annual giving budget. Utilize data to evaluate effectiveness of annual giving campaign strategies and outcomes and revise processes if necessary
- Manage foundation relationships by engaging with the Morton College Foundation and other existing donors and developing new contacts, negotiating and fulfilling obligations for foundation donors with a focus on long-term relationships and results.
- Directs and manages procedures and documentation for gift receipting.

- Communicates donor wishes and requirements for all fund expenditures.
- Coordinates donor recognition materials. Work with vendors and departments on plaque design and materials for all identified naming opportunities on campus. Researches and develops recognition gifts for major donors.
- Serves as the institution's FOIA Officer
- Works to advance a wide range of initiatives, programs, projects, and events in support of Institutional priorities and College functions
- Represent the views of the President and introduce and promote college projects and initiatives to a variety of internal and external stakeholders, including members of local, regional and state government, alumni, friends, Trustees of the College, and College employees
- Manage events to promote and support the college within the community, respond to inquiries about the college, produce written materials for approval
- Respond on behalf of the President to inquiries from, and/or issues involving students, employees, and members of the public
- Work with campus leadership to oversee complex, high-priority projects with responsibility for outcomes
- Perform other duties as assigned
- Must be willing to work overtime hours as needed to meet department objectives

**Other Duties:**

- Perform other duties as assigned

**Work Environment:**

Work is generally performed within an office environment, with standard office equipment available. Due to position requirements the Executive Director may conduct their work at off-campus sites.

**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

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



# Morton College

## Job Description

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**Job Title:** HR Support Specialist

**Range:** ~~Range III~~ Classified Excluded

**Grant-Funded:** N/A

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

**Required Qualifications:** 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; Proficiency in Microsoft Office products, particularly Excel.

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

**Desirable Qualifications:** Bachelor's degree. Bilingual Spanish/English. Experience with Ellucian/Colleague. Exercise sound judgment, discretion, initiative, and the ability to work well with others in a multicultural environment. Ability to respond to difficult situations with a courteous and professional manner, and to work independently with little or no supervision.

**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. The duties and responsibilities may change as the need of the College arises. Recruitment and pre-employment screening of student aides and preparation of various reports.

**Essential Job Functions**

- Process all terminations, retirements, and other request for information from SURS and provide documentation as needed.

- Complete routine word processing and administrative assistant duties such as preparing correspondence, reports, and ~~related materials~~ general office responsibilities.
- Manage the recruitment and pre-employment screening of student aides, enter all new student aides into Colleague system and manage their files
- Preparation of various reports including 1095 process
- Automate and enhance all HR documents and procedures
- Provide customer service to students, faculty, staff or guests in the Human Resources Office.
- Maintain up-to-date functional department documentation and standard operating procedures
- Assist the Director of HR with processing request for information under the Freedom of Information Act (FOIA)
- Maintain the strictest standards of confidentiality as it relates to personnel actions and activities occurring in Human Resources.
- Assist with all special events hosted by the office of Human Resources
- Maintain HR webpages updated
- Familiar with Union Contracts
- Participate in student recognition events and welcome week
- Assist with the performance evaluation process
- Assist with managing annual leave plans for all employees
- Assist Director of HR with research and special projects.

**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 15-20 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

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





# Morton College

## Job Description

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**Job Title:** Systems Administrator

**Range:** Classified Excluded

**Grant-Funded:** N/A

**Reports to and  
Evaluated by:** Chief Information Officer

**Required  
Qualifications:** Bachelor's degree in computer technology or related field, and/or six years of computer related experience. Knowledge of computer hardware, software, programming languages, analysis and educational systems. Strong documentation skills.

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

**Desirable  
Qualifications:** Project and Team Management experience. Good communication skills. Honesty, flexibility, punctuality, and logical reasoning ability. Ability to interact well with students, faculty and staff.

**Job Summary:** Implements and maintains system's software. To integrate new and modify existing related computer applications.

**Essential Job  
Functions:**

- Stay current with different anti-virus technologies (AV Defender, etc.) as well as with software deployment technologies
- Configures, maintains, supports, secures, and administers data network and systems; assists with troubleshooting, analysis, design, and implementation of network and systems hardware solutions that support various protocols.
- Reviews, communicates and takes action on security notifications, either from internal or external sources.
- Makes recommendations for upgrades in order to support new technology or user requests.
- Manages and leads in the implementation and support of the System
- Installs System patches and upgrades as needed
- Consults with supervisor, systems analysts, other programmers, and end users to gather information about

program intent, functions, features, data requirements, input requirements, output requirements, internal and external checks and controls, hardware and operating system environment, and interfaces with other systems

- Creates test transactions and runs tests to find errors and confirm program meets specifications
- Coordinates with other programmers about program revisions
- Modifies and maintains software and System
- Corrects System software problems
- Performs project and staff management for System related projects
- Provides analysis of existing and new processes with an eye for continuing improvement
- Assists in the planning of MIS budgets, upgrades, and direction of the department
- Provides guidance and assistance to junior members of the Data Center staff
- Documents processes

**Other Duties:**

- Performs other duties as assigned by the supervisors

**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

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



# Morton College

## Job Description

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<b>Job Title:</b>	Adjunct Faculty – Early Childhood Education
<b>Range:</b>	N/A
<b>Grant-Funded:</b>	N/A
<b>Reports to and Evaluated by:</b>	Associate Dean of Adult, Career and Technical Education
<b>Required Qualifications:</b>	<p>Masters Degree with concentration in Early Childhood Education or related field.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
<b>Desirable Qualifications:</b>	Experience teaching at a College level. Excellent oral and written communication skills. Familiarity with online instruction.
<b>Job Summary:</b>	<p>The adjunct instructor will teach Early Childhood Education to a diverse student population. <del>Particular area of teaching will be courses unique for the Early Childhood Nature Assistant certificate.</del> These courses will be offered during the day, evening, and/or weekends. The responsibilities and duties of the instructor may change as the needs of the college arise.</p>
<b>Essential Job Functions</b>	<ul style="list-style-type: none"><li>• Utilize departmental syllabus template, approved textbooks, and supplemental course materials.</li><li>• Submit personalized course syllabus to Deans' Office in electronic format one (1) week prior to course start date.</li><li>• Distribute and review comprehensive course syllabus to students no later than the first week of the course.</li><li>• Receive, understand, and follow Course Data Form as distributed by Deans' Office.</li><li>• Adhere to printed course schedule meeting times and locations.</li><li>• Obtain prior approval for any substitute teachers or guest speakers from Deans' Office.</li><li>• Maintain grade book in electronic or hard copy format.</li><li>• Take and record student Attendance each day.</li></ul>

- Submit accurate and certified Tenth (10th) Day Attendance Verification and Mid-Semester Class Roster or other report to Deans' Office
- Give final exam at the time and date indicated on the college's Final Exam Schedule.
- Respond to e-mails from students, staff, and college administrators in a timely manner while classes are in session using assigned college designated e-mail.
- Check assigned college mailbox regularly.
- **Attend campus-wide and department professional development and / or trainings.**

**Other Duties:** • Perform other duties and special projects as assigned

**Work Environment:** Classroom environment

**Physical Demands:** Long periods of standing

**Position Unit:**

<input type="checkbox"/>	Administration - Exempt
<input type="checkbox"/>	Professional Staff - Exempt
<input type="checkbox"/>	Faculty, Local 1600, A.F.T.
<input checked="" type="checkbox"/>	Adjunct Faculty, IEA-NEA
<input type="checkbox"/>	Classified Staff - Excluded
<input type="checkbox"/>	Classified Staff, Local 1600, A.F.T.
<input type="checkbox"/>	Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
<input type="checkbox"/>	Classified Staff - Part-Time, Local 1600, A.F.T
<input type="checkbox"/>	Classified Staff - Part-Time, Non-Union

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



# Morton College

## Job Description

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**Job Title:** Chief of Campus Police

**Range:** ~~Classified Staff~~—~~Excluded~~ Administrator

**Grant-Funded:** NA

**Reports to and Evaluated by:** ~~Dean of Student Services~~ President

**Required Qualifications:** Bachelor's degree in Law Enforcement or related field from an accredited college or university or a minimum of 5 years' leadership experience in directing a police or law enforcement agency. Must be certified as State of Illinois police officer. Red Cross Certification and CPR certification required. Must possess a valid DL and FOID Card.

Appropriate certification(s) as required by the Illinois Law Enforcement Training and Standards Board. Ability to maintain certification by the Illinois Local Governmental Law Enforcement Officer's Training Board. Ability to acquire and maintain various access levels to LEADS. Proficient in Microsoft Office Suite and internet. Ability to work with confidential information and/or data, maintain discretion. Ability to communicate effectively with a diverse campus community.

The Chief of Police must have the ability to prepare reports, provide First-Aid and handle firearms. Must pass polygraph and criminal background investigation and subject to physical fitness evaluation.

Commitment and respect for diversity, equity, and inclusion.

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

**Desirable Qualifications:** Master's Degree from an accredited college or university. degree in Law Enforcement, or related field. Law enforcement experienced in in a community college or university setting. Bilingual (Spanish/English).

**Job Summary:** The Chief of Campus Police will coordinate and supervise all Campus Police activities, enforce applicable federal, state and local ordinances, and college rules and regulations. Must ensure the safety of persons and college property. Accountable for managing all public safety, police and emergency management services, and proactively providing 24/7 security of college buildings and grounds, providing a safe environment for the college community, and enforcing all laws and applicable college policies and procedures.

Must perform other duties as assigned by the Dean of Student Services. The responsibilities and duties of the Chief of Campus Police may change as the needs of the college arise.

**Essential Job Functions**

- Develop overall vision for the police department functional areas (policing, campus safety, crisis management).
- Responsible for overseeing emergency management services.
- Coordinate and supervise campus police activities which includes enforcing applicable federal, state and local laws, and college rules and regulations.
- Partner and liaison with local, state, federal, and county police, and other relevant groups on public safety issues.
- Ensures the College Police Department is in compliance with local, state and federal reporting requirements, including Jean Clery, Uniform Crime Reporting, IDOT, and Annual Security reports.
- Coordinate and supervise the duties of all Campus Police personnel.
- Interviews and recommends applicants for employment.
- To maintain campus security so as to protect person and property. Establishes department goals and objectives consistent with the College's Strategic Plan and mission.
- Ensures a safe working and academic atmosphere free of recognized health and safety hazard.
- Develop proactive crime prevention program for the campus.
- Conduct investigations as needed.
- Complete and submit any reports as required.
- Provide emergency medical assistance and First Aid.
- While the normal position for Chief of Campus Police is Monday through Friday, 8 am - 4:30 pm; this position requires 24 x 7 accountability, and ability to respond to the college as needed or as situations arise.

- Perform other duties as assigned by immediate supervisor

**Other Duties:**

- Uniform and bullet proof vest provided. Leather, firearm, and shoes are the officer's responsibility.

**Work Environment:**

Duties may be performed indoors/outdoors; in inclement weather for extended periods of time.

**Physical Demands:**

- Must have physical ability to assist with the rescue of sick/injured persons on campus.
- Must be able to maintain a constant foot patrol and make physical arrests when necessary.
- Work assignments may cover any one of the three shifts.

**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** \_\_\_\_\_