

Morton College

Public Regular Board Meeting

Thursday, July 7, 2022, 11:00 AM

MORTON COLLEGE



COMMUNITY COLLEGE DISTRICT NO. 527 COOK COUNTY, ILLINOIS Agenda for the Special Meeting

Thursday, July 7, 2022

Agenda for the Special Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Thursday, July 7, 2022, in the Morton College Innovation Room 221B, 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. Student Trustee Ivan Tejeda
 - 5.2. Jason Nichols, Illinois Skyway Collegiate Conference Women's Coach of the Year
 - 5.3. Nick Hryhorczuk, Learn Ultra Ambassadors from Anthology
- 6. Reports
 - 6.1. ICCTA ACCT
 - 6.2. Student Member Ivan Tejeda
- 7. President's Report
 - 7.1. Finance Review
 - 7.2. Athletic Eligibility

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 May 25, 2022.
- 8.2. Approval and Ratification of Accounts Payable and Payroll for the month of May 2022, in the amount of \$3,396,591.00, and Budget Transfers, in the amount of \$324,117.00.
- 8.3. Approval of the Monthly Budget Report for fiscal year to date ending in May 2022.
- 8.4. Approval of the Treasurer's Report for May 2022.
- 8.5. Approval of the continued membership with Illinois Community College Online (ILCCO) for fy23, in the amount of \$500.00.

- 8.6. Approval of the continued membership with the Illinois Consortium for International Studies and Programs (ICISP) for fy23, in the amount of \$750.00.
- 8.7. Approval of the annual membership with Illinois Green Economy Network (IGEN), for fy23, in the amount of \$10,000.00.
- 8.8. Approval of the continued membership with the National Council for State Authorization Reciprocity Agreements (NC-SARA), for fy23, in the amount of \$2,000.00.
- 8.9. Approval of the continued membership with the Illinois Community College Trustees Association ICCTA, for fy23, in the amount of \$5,570.00 (1st payment).
- 8.10. Approval of the renewal of the clinical affiliation agreement with Ann & Robert H. Lurie Children's Hospital of Chicago for Health Science clinicals.
- 8.11. Approval of the Master's educational affiliation agreement with Northwestern Memorial Healthcare.
- 8.12. Approval of the ICCB RAMP Reports
- 8.13. Approval of the Independent Contract Agreement with Aaron Moore as Head Women's Softball Coach, \$20,000.00 effective August 1, 2022, to July 31, 2023, and Athletic Complex/Maintenance Services, \$30,000.00, effective September 1, 2022, to August 1, 2023.
- 8.14. Approval of the Independent Contract Agreement with Jason Nichols as Head Women's Basketball Coach, \$38,000.00, effective July 1, 2022, to June 30, 2023.
- 8.15. Approval of the Independent Contract Agreement with Nick Radenkovich as Head Men's Basketball Coach, \$26,000.00, and Head Men's/Women's Golf Coach, \$10,000.00, effective July 1, 2022, to June 30, 2023.
- 8.16. Approval of the out-of-state travel of Mike Jonas, HVA instructor to attend the Train-the-Trainer, Trane Residential Equipment at Gateway Technical College, Kenosha, Wisconsin, from July 18th to July 22, 2022, at the approximate cost of \$2,100.88.
- 8.17. Approval of the renewal of the partnership agreement with All-Pro Driving School, LLC (ALL PRO) for fy23, in the total amount not to exceed \$75,000.00 paid from the student registration fees.
- 8.18. Approval of Twin Supplies, LTD., for lighting at the soccer field project, in the amount of \$49, 858.62.
- 8.19. Approval of Twin Supplies, LTD., High-Efficiency Lighting as a representative for the Com-Ed Lighting Program, in the amount of \$128,939.80.
- 8.20. Approval of the public display of the Tentative Annual Budget for fy23 and the accompanying Public Notice.
- 8.21. Approval of the Overload Employment Report for Summer semester 2022, in the amount of \$378,328.00, pending additional class cancelations and/or additions.
- 8.22. Approval of the Adjunct Faculty Assignment/Employment Report for the Summer 2022 semester, in the amount of \$113,883.57.
- 8.23. Approval of the Differential Pay Report for Faculty, in the amount of \$12,269.07, pending additional class cancellations and/or additions.
- 8.24. Approval of the purchase from KI to replace the furniture for the Athletic Locker Rooms and Nutrition Center, in the amount of \$34,135.00.

- 8.25. Approval of Briggs Paving to seal coat of the campus parking lots, in the amount of \$48.265.00.
- 8.26. Approval of Briggs Paving to seal coat soccer field parking lot, in the amount of \$5,980.00
- 8.27. Approval of the Max Sports rental facility for the athletic teams from November 2021 to April 2022, in the amount of \$34,760.00
- 8.28. Approval of the 10% temporary work assignment for Suzanna Raigoza, to help with all the grant accountant duties, \$1,950.00, effective May 16 through August 15, 2022.
- 8.29. Approval of the lane change, new salary per the Collective Bargaining Agreement (CBA), for Bryant Manning, for the English Department, effective August 18, 2022.
- 8.30. Approval of the following Facility Use Permits
 - 8.30.1. City of Berwyn Recreation Department, Soccer Field, July 17th, 24th, 31st & August 7, 2022. at no cost.
- 8.31. Approval of fy23 non-union compensation and employment agreements, as submitted.
- 8.32. New Job Descriptions
 - 8.32.1. Early Childhood Support Specialist Part-Time
- 8.33. Updated Job Descriptions
 - 8.33.1. Special Events and Program Manager
 - 8.33.2. Dean of Liberal Arts and Science & Director of Guided Pathways Administrator
 - 8.33.3. Associate Director of Library Services
- 8.34. Approval of Full-Time Employment
 - 8.34.1. Hernan Alonso, Adult Education Data & Enrollment Specialist, effective July 1, 2022.
 - 8.34.2. Nathan Riemer, Faculty Sociology, effective August 18, 2022.
 - 8.34.3. Samantha Chesters, Faculty English, effective August 18, 2022.
 - 8.34.4. Nicholas Loudon, Faculty Physical Sciences, effective August 18, 2022.
 - 8.34.5. Juan G. Corona Rodriguez, Custodial, \$15.10 per hr, effective July 5, 2022.
 - 8.34.6. Manuel Jimenez, Custodial, \$15.10 per hr, effective July 5, 2022.
 - 8.34.7. Samuel Gamino, Student Services Liaison, effective July 5, 2022
- 8.35. Approval of Part-Time Employment
 - 8.35.1. Isabel Cervantes, Adjunct Instructor Community, and Continuing Education, effective September 1, 2022.
 - 8.35.2. Michael A. Wolff, Corporal, Part-Time \$32/hr, effective July 5, 2022
- 8.36. Approval of Resignations
 - 8.36.1. Patricia Soto, Service Aide AECPO, effective June 2, 2022.
 - 8.36.2. Christine Kubelka, Faculty Nursing, effective June 5, 2022.
 - 8.36.3. Dave Roselund, Faculty Adult Education ABE/ASE, effective June 30, 2022.

8.36.4. Crystal Shannon, Adjunct Instructor PTA, effective June 1, 2022.

9. Adjournment

Student Report to the Board

June 2022

Date	Event	Organization
June 13 th	Start of Summer Classes	Morton College
Summer classes began for the f	irst 8-week summer session.	
June 15th	Scholarship Workshop	Morton College
A workshop was held to teach s	tudents how to search and find scholarships	
June 22 nd	Drive-in Movie Night	SAO
A movie night drive-in style was	s held in the Morton College Parking lot. No a	dmission cost or

A movie night drive-in style was held in the Morton College Parking lot. No admission cost or reservation required.

June 22nd Juneteenth Celebration SAO

In honor of Juneteenth, students could go on a trip to visit the DuSable Museum of African American History. Transportation and lunch are included.

June 30th Health Majors Workshop Morton College

A workshop was held for all Health Majors.

Various Dates FASFA Workshop Morton College

During various dates and times in June, a FASFA workshop was held with an ISAC representative

ON COLLEGE OF THE PARTY OF THE

MORTON COLLEGE

Minutes of the Regular Meeting Wednesday, May 25, 2022

1. Call to Order

A Regular Meeting of the Board of Trustees of Morton College was held Wednesday, May 25, 2022, 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

Attendees recited the Pledge of Allegiance

3. Roll Call

Present:

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

Absent: None

Also Present:

Dr. Stan Fields, President Michael DelGaldo, Attorney

4. Citizen Comments

None

5. Reports

5.1. ICCTA - ACCT

5.2. Student Member - Ivan Tejeda

Student Ivan Tejeda gave his monthly report on student activities around campus.

6. President's Report

6.1. Financial Review

Mireya Perez, Chief Financial Officer/Treasurer, provided an overview of April 2022 finances, including the Operating Fund, Revenues and Expenditures, and Education Fund Expenditures. A PowerPoint presentation with the reports' totals was projected for the community present during the meeting and included on the board packet.

7. Consent Agenda

Trustee Martinucci made a motion to establish the Consent Agenda, which includes Agenda items 7.1 to 7.30.1, 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 7.1 to 7.30.1, as listed below.

Trustee Grazzini seconded the motion

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

Nays: None Absent: None

Motion Carried

Trustee Reitz congratulated the Commencement Committee for an extraordinary job with the two Commencement and one Pinning Ceremonies.

- 7.1. Approval of the Minutes of the Regular Board Meeting held on April 27, 2022.
- 7.2. Approval and Ratification of Accounts Payable and Payroll in the amount of April 2022, in the amount of \$4,437,251.00, and a budget transfer in the amount of \$2,227,558.00.
- 7.3. Approval of the Monthly Budget Report for fiscal year to date ending in April 2022.
- 7.4. Approval of the Treasurer's Report for April 2022.
- 7.5. Approval of the Latinologues Memorandum of Understanding MOU, for the Fall 2022 residency, in the amount of \$80,000.00.
- 7.6. Approval of the institutional membership with The National Alliance of Community & Technical Colleges NACTC, fy23, in the amount of \$2,000.00.
- 7.7. Approval of the institutional membership with The American Library Association ALA, fy23, in the amount of \$870.00.
- 7.8. Approval of the institutional membership with The Consortium of Academic and Research Libraries in Illinois CARLI, fy23, in the amount of \$2,092.00
- 7.9. Approval of the institutional membership with The Consortium of Network of Illinois Learning Resources in Community Colleges NILRC, fy23, in the amount of \$1,130.00.

- 7.10. Approval of the institutional membership with The Consortium of Academic and Research Libraries in Illinois CARLI, for library collection assessment, fy23, in the amount of \$10,695.00.
- 7.11. Approval of the institutional membership from The Association of Community College Trustees ACCT, fy23, in the amount of \$3,540.00.
- 7.12. Approval of the annual membership and five certification exams with The National Association of Student Financial Aid Administrators NASFAA, in the amount of \$3,011.00
- 7.13. Approval of the membership with The College and University Professional Association for Human Resources CUPA-HR, fy23, in the amount of \$1,330.00.
- 7.14. Approval of the fy23 liability insurance, in the amount of \$304,079.00
- 7.15. Approval of the Building Services of America, LLC., as a single source for cleaning supplies, in the amount of \$40,000.00.
- 7.16. Approval of the purchase of the annual online database membership with The Consortium of Network of Illinois Learning Resources NILRC, fy23, in the amount of \$15,323.00.
- 7.17. Approval of the EBSCO renewal to print periodical and journal subscriptions for the library, fy23, in the amount of \$28,344.00.
- 7.18. Approval of the continued extended services support agreement with Ellucian Company L.P, for the enterprise resource planning system, for fy23, in the amount of \$442,681.00
- 7.19. Approval of the purchase of online database membership from The Consortium of Academic and Research Libraries in Illinois CARLI, fy23, in the amount of \$72,084.00.
- 7.20. Approval of the replacement of the College NETAPP System from CDW-G, in the amount of \$185,214.85, funded by HEERF Grant.
- 7.21. Approval of Dr. Stanley Fields continued membership in the Illinois Association of School Administrators IASA, in the amount of \$2,458.58.
- 7.22. Approval of the stipend for Michael Kott as the theater director for the 25th Annual Putnam County Spelling Bee and The Spitfire Grill, in the amount of \$5,000.00.
- 7.23. Approval of the purchase of technology equipment from Apple Inc, for staff in the One-Stop Student Services Center, in the amount of \$79,459.00, funded by GEER Grant.
- 7.24. Approval of the Ashlaur Corporation Inc. proposal for the bathroom renovations for the Student Services area in the amount of \$44,000.00, funded by HEERF Grant.
- 7.25. Approval of the following Facility Use Permits
 - 7.25.1. Pilsen Wellness Center-Latino Youth High School Graduation, JPAC Theater, Friday, June 17, 2022, from 10:30 AM to 3:30 PM. at no cost.
 - 7.25.2. Azteca Baseball League, Baseball/Gross Field, Sundays from May 29, 2022, through September 4, 2022, from 10:00 AM to 6 PM, at no cost.
 - 7.25.3. Illinois Youth Soccer Association, Carbajal soccer field, May, 20, 22, 26, and 27, 2022, from 8:30 AM to 8 PM, at no cost.
- 7.26. Approval of Updated Job Descriptions

- 7.26.1. Enterprise Systems Administrator
- 7.26.2. Process Analyst
- 7.26.3. Network and Computer Systems Analyst I
- 7.27. Approval of Full-Time Employment
 - 7.27.1. Richard Bykowski, Data and Research Analyst, \$62,000.00, effective June 1, 2022.
 - 7.27.2. Lauren Caruso, Associate Dean of Nursing Programs, \$100,000.00, effective May 26, 2022.
 - 7.27.3. Jason Monaco, Lab Assistant/Tutor Physical Therapy Assistant Program PTA, \$64,000.00, effective May 26, 2022.
- 7.28. Approval of Part-Time Employment
 - 7.28.1. Alicia Garret, Summer Camp Service Aide, \$12.00 per hr., effective June 27, 2022.
 - 7.28.2. Azucena Gama, Summer Camp Service Aide, \$12.00 per hr., effective June 27, 2022.
 - 7.28.3. Mayra Alba, STEAMer Camp Instructor, effective June 2, 2022.
 - 7.28.4. Alexa Herrera, Meal Planning Coordinator, effective June 6, 2022.
 - 7.28.5. Minnu Pillai, Adjunct Faculty for the Basic Nursing Assistant Program, effective June 20, 2022.
- 7.29. Approval of Resignations
 - 7.29.1. Brenda Garcia Searle, Data and Enrollment Specialist, effective May 18, 2022.
- 7.30. Approval of Terminations
 - 7.30.1. Jeanine Smith, Adjunct Instructor, effective April 22, 2022.

8. Adjournment

Trustee Martinucci moved to adjourn the Regular Meeting of the Board. Trustee Collazo seconded the motion.
All were in favor. Motion carried
The meeting was adjourned at 11:16 AM

Frances Reitz
Board Chair
 Jose Collazo

From: <u>Mireya Perez</u>
To: <u>Board Materials</u>

Subject: Fw: Action Item 8.1 for 6/22/2022 Board Meeting

Date: Thursday, June 9, 2022 2:36:04 PM **Attachments:** Board AS Totals 5.31.22.pdf

BT 5.31.22.pdf

Check Register 5.31.22.pdf Over 10k May 2022.pdf Outlook-piolgwic.png

Thank you,



Mireya Perez

Chief Financial Officer/Treasurer

P: (708) 656-8000, Ext. 2289 **E:** mireya.perez@morton.edu

www.morton.edu



From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>

Sent: Thursday, June 9, 2022 2:32 PM

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

Subject: Action Item 8.1 for 6/22/2022 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF MAY 2022 IN THE AMOUNT OF \$3,396,591 AND BUDGET TRANSFERS IN THE AMOUNT OF \$324,117 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,

Suzanna Raigoza

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of May 2022, be approved and/or ratified in the amount of \$3,396,591 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	05/31/2022	1,112,025
Payroll	05/15/2022	827,722
Payroll	05/31/2022	797,827
Student Refunds	05/31/2022	322,485
		3,060,059
O&M Restricted Fund (03)		
Cash Disbursements - Monthly	05/31/2022	336,532
•		
TOTAL ALL FUNDS		\$3,396,591

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$324,117 be approved as outlined on the attached Journal No. 1-14 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 22nd day of June by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Budget Tran	ister				
May 2022					
		GL Account	Description	Debit	Credit
	1	01-2080-20108-510800000	Dean, AECPO: Student Employees		8,000
		01-2080-20108-510500200	Dean, AECPO: Academic Support Staff - PT	8,000	
	2	06-1090-99220-420900000	IGEN : Other IL Governmental Sources		15,000
		06-1090-99220-510100100	IGEN : Administrative	10,000	
		06-1090-99220-530900000	IGEN : Other Contract Services	5,000	
	2	06-4090-99212-510200100	Preschool For All: Professional Staff-PT	6,451	
		06-4090-99212-520100100	·	12,000	200
		06-4090-99212-520100200	Preschool For All: Dental Insurance		200
		06-4090-99212-520100300	Preschool For All: Vision Insurance	123	
		06-4090-99212-520100400	Preschool For All: Life Insurance	223	
		06-4090-99212-520500000	Preschool For All: Medicare	1,629	
		06-4090-99212-520800005	Preschool For All: SURS Medical Ins	500	
		06-4090-99212-530900000	Preschool For All: Other Contract Services		1,200
		06-4090-99212-540100100	Preschool For All: Office Supplies		250
		06-4090-99212-540100200			7,042
		06-4090-99212-540100900	Preschool For All: Other Supplies		1,185
		06-4090-99212-550100005	Preschool For All: Meeting Expense		650
		06-4090-99212-550100010	Preschool For All: Field Trips		60
		06-4090-99212-550100015	Preschool For All: Meal Money		7,000
		06-0000-99212-420900000	Preschool For All: Other IL Governmental Sources		3,339
	1	01-8050-80112-550100005	Board of Trustees: Meeting Expense	5,000	
	-	01-8050-80112-540100105	Board of Trustees: Office Equip <\$5000	3,000	5,000
			· · ·		
	5	10-0000-95102-490000020	Art Club: Misc Revenue		250
		10-0000-95102-590900000	Art Club: Other Expenditures	250	
	6	06-1060-99228-520100100	State Basic: Dental IInsurance	32,541	
		06-1060-99228-510500200	State Basic: Academic Support Staff-PT		32,541
	7	01-1010-10106-530800000 01-1010-10106-540100200	Biology: Instr Serv Contracts	0.000	9,000
		01-1010-10106-540100200	Biology: Instr Supplies	9,000	
	8	01-6040-60202-540100100	Athletic Administration: Office Supplies		23,500
		01-6040-60202-540100205	Athletic Administration: Instr Equip <\$5000		55,000
		01-6040-60202-540100900	Athletic Administration: Other Supplies		35,000
		01-6040-60202-560100000	Athletic Administration: Rental-Facilities	23,500	
		01-6040-60202-530900000	Athletic Administration: Other Contract Srvcs	90,000	
	9	10-0000-95120-490000020	Morton Ambassador Pr: Misc Revenue		400
		10-0000-95120-590900000	Morton Ambassador Pr: Other Expenditures	400	
	10	01-1040-10152-540100205	Nursing: Instr Equip <\$5000		10,000
		01-1040-10152-550100005	Nursing: Meeting Expense	10,000	,
		04 (040 (0202 5504020	Addition Administrative No. 120		0 = =
	11	01-6040-60202-550100015	Athletic Administration: Meal Money		8,500
		01-6040-60202-550400005	Athletic Administration: Recruitment		9,500
		01-6040-60202-540200000	Athletic Administration: Printing		6,000
		01-6040-60202-530900000	Athletic Administration: Other Contract Srvcs	24,000	
	12	01-8020-80104-540600005	Business Office: Memberships		3,000
		01-8020-80104-540100100	Business Office: Office Supplies	3,000	3,500
	13	01-6040-60202-540400100	Athletic Administration: Audio/Visual	7.500	7,500
		01-6040-60202-530900000	Athletic Administration: Other Contract Srvcs	7,500	
	14	01-0000-00000-600000000	General: Contingency		75,000
				75.000	
		01-6040-60202-530900000	Athletic Administration: Other Contract Srvcs	75,000	

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105642	05/05/22	Outst		Citibank, N.A.	V0162634 V0162635 V0162636 V0162637 V0162638 V0162639 V0162640 V0162641	05/05/22 05/05/22 05/05/22 05/05/22 05/05/22 05/05/22	P0011391 P0011526	317.85		317.85 307.16 204.98 172.19 995.82 99.00 29.11 498.57 439.60 318.67 1,858.25
0105643	05/06/22	Recon	0200282	Victor M. Albanil Beltra	V0162568	04/29/22	-	700.00		700.00
								700.00		700.00
0105644	05/06/22	Recon	0213781	Andrew Baker	V0160405	04/06/22	-	250.00		250.00
								250.00		250.00
0105645	05/06/22	Void	0002595	Joelle Beranek						
0105646	05/06/22	Recon	0210003	Blue Cross Blue Shield o	V0162573	05/02/22		8,856.44		8,856.44
							-	8,856.44		8,856.44
0105647	05/06/22	Recon	0000995	Bureau Water/Sewer Town	V0162623			191.34 191.34		191.34 191.34
0105640	05/05/00	_				05/04/00		1,784.03		1,784.03
0105648	05/06/22	Recon	0000995	Bureau Water/Sewer Town	V0162612	05/04/22	-	191.34		191.34
								191.34		191.34
0105649	05/06/22	Recon	0213780	Jaclyn Chylinski	V0161629	04/06/22	-	250.00 		250.00
								250.00		250.00
0105650	05/06/22	Outst	0205769	Dwayne Cruz	V0162593	05/03/22	-	465.06		465.06
								465.06		465.06
0105651	05/06/22	Recon	0213033	Sharon G. Dennis	V0160403	04/06/22	-	250.00		250.00

Bank Code: 01 General Checking

0105663 05/06/22 Recon 0213779 Connor Ripperger

250.00

250.00

GL Account No: 01-0000-00000-110000000 Voucher Voucher PO/BPO Voucher Cash Disc ID Date Number Amount Amount Check Check Check Vendor Check Number Date Status ID Payee Name Amount 250.00 250.00 0105652 05/06/22 Recon 0123738 Mr. Kevin R. Kalal V0162587 05/03/22 500.00 500.00 500.00 500.00 0105653 05/06/22 Recon 0193312 Kyra Leigh V0162586 05/03/22 500.00 500.00 500.00 500.00 0105654 05/06/22 Outst 0214056 Lo's LLC 120.00 V0162575 05/02/22 120.00 120.00 120.00 1,600.00 0105655 05/06/22 Recon 0190958 Luniks Entertainment, In V0162571 05/02/22 1,600.00 V0162572 05/02/22 1,000.00 1,000.00 2,600.00 2,600.00 0105656 05/06/22 Recon 0194869 Mr. Bryant B. Manning V0162579 05/02/22 61.32 61.32 V0162580 05/02/22 20.54 81.86 81.86 0105657 05/06/22 Outst 0007776 Mr. Anthony Martinucci V0162607 05/03/22 1,686.86 1,686.86 ______ 1,686.86 1,686.86 0105658 05/06/22 Recon 0206101 Kevin W. McManaman V0162608 05/04/22 170.00 170.00 170.00 170.00 V0162578 05/02/22 160.00 0105659 05/06/22 Recon 0214055 Richard J. Minardi 160.00 160.00 160.00 250.00 0105660 05/06/22 Recon 0213782 Caitlin Nosal V0161009 04/06/22 250.00 250.00 250.00 0105661 05/06/22 Recon 0199313 John Orowick V0162618 05/04/22 400.00 400.00 400.00 400.00 0105662 05/06/22 Recon 0195901 Ariana A. Patino V0162595 05/03/22 400.00 400.00 400.00 400.00

V0160480 04/06/22

250.00

250.00

12.00

Check Check Vendor Voucher Voucher PO/BPO Voucher Cash Disc Date Status ID Payee Name ID Date Number Amount Amount Check Check Number Amount 0105664 05/06/22 Recon 0209667 Robert L. Salas V0162588 05/03/22 400.00 400.00 400.00 400.00 0105665 05/06/22 Recon 0209112 Fermin Sanchez V0162576 05/02/22 120.00 120.00 ______ 120.00 120.00 0105666 05/06/22 Recon 0201146 Diogo A. Sida 168.00 V0162367 04/27/22 168.00 V0162569 05/02/22 96.65 96.65 V0162614 05/04/22 168.00 168.00 432.65 432.65 0105667 05/06/22 Recon 0180939 Shaina Summerville V0160407 04/06/22 250.00 250.00 250.00 250.00 0105668 05/06/22 Recon 0153795 Maciej Telus V0162577 05/02/22 160.00 160.00 160.00 160.00 0105669 05/06/22 Recon 0175170 Wilfredo Torres V0162590 05/03/22 160.00 160.00 160.00 160.00 0105670 05/06/22 Recon 0208567 Phillip Troutman V0162591 05/03/22 160.00 160.00 160.00 160.00 0105671 05/06/22 Outst 0158266 Mr. Christopher J. Wido V0162610 05/04/22 330.00 330.00 330.00 330.00 0105680 05/13/22 Recon 0177469 Bright Start College Sav V0162824 05/13/22 100.00 100.00 100.00 100.00 0105681 05/13/22 Outst 0001422 CCCTU-Cope Fund V0162825 05/13/22 120.00 120.00 120.00 0105682 05/13/22 Recon 0001374 College & University Cre V0162827 05/13/22 200.00 200.00 200.00 200.00 12.00 0105683 05/13/22 Recon 0001371 Colonial Life & Accident V0162828 05/13/22 12.00

12.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105684	05/13/22	Recon	0191845	Metropolitan Alliance of	V0162829			243.50		243.50
								243.50		243.50
0105685	05/13/22	Recon	0213771	Midland Credit Managemen	V0162830	05/13/22		293.39		293.39
								293.39		293.39
0105686	05/13/22	Outst	0101061	Morton College Faculty	V0162826	05/13/22		91.83		91.83
								91.83		91.83
0105687	05/13/22	Outst	0001372	Morton College Teachers	V0162832	05/13/22		1,618.82		1,618.82
								1,618.82		1,618.82
0105688	05/13/22	Outst	0001372	Morton College Teachers	V0162831	05/13/22		3,064.16		3,064.16
								3,064.16		3,064.16
0105689	05/13/22	Outst	0001513	SEIU Local 73 Cope	V0162834	05/13/22		9.00		9.00
								9.00		9.00
0105690	05/13/22	Recon	0001373	Service Employees Intl U	V0162835	05/13/22		377.02		377.02
								377.02		377.02
0105691	05/13/22	Recon	0001563	State Disbursement Unit		05/13/22 05/13/22		50.00 961.71		50.00 961.71
								1,011.71		1,011.71
0105692	05/13/22	Recon	0190089	30E Solutions	V0162688	05/10/22	в0004384	4,333.00		4,333.00
								4,333.00		4,333.00
0105693	05/13/22	Recon	0169531	A.N.S., Inc.	V0162711	05/10/22	в0004551	91.28		91.28
								91.28		91.28
0105694	05/13/22	Recon	0209709	Accurate Employment Scre	V0162910	05/12/22	в0004349	2,089.11		2,089.11
								2,089.11		2,089.11
0105695	05/13/22	Recon	0190802	All-Types Elevators Inc	V0162871	05/12/22	B0004506	548.00		548.00
								548.00		548.00
0105696	05/13/22	Outst	0214174	Almas Garden Floral Cout	V0162996	05/13/22	P0011612	700.00		700.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number		Cash Disc Amount	Check Amount
								700.00		700.00
0105697	05/13/22	Recon	0188188	Amazon Capital Servic	v0162694 V0162695	05/10/22 05/10/22	B0004542 B0004542	1.00- 11.51-		-1.00 -11.51 749.99 131.64 32.36 198.03 62.55 926.85 288.53 26.84 319.73 79.01 47.38 357.97 47.98 242.93 530.86
					V0162696	05/10/22	B0004446	749.99		749.99
					V0162697	05/10/22	B0004028	131.64		131.64
					VU162698	05/10/22	B0004532	32.36		32.36
					VU162699	05/10/22	B0004531	198.03		198.03
					VU1627UU	05/10/22	B0004414	02.55		04.55
					7/0162701	05/10/22	D0004536	20.03		220.03
					V0102702	05/10/22	B0004540	266.53		266.53
					V0102703	05/10/22	B0001317	319 73		319 73
					V0162701	05/10/22	B0001100	79.01		79.01
					V0162706	05/10/22	B0004161	47.38		47.38
					V0162707	05/10/22	B0004542	357.97		357.97
					V0162708	05/10/22	B0004552	47.98		47.98
					V0162709	05/10/22	B0004158	242.93		242.93
					V0162849	05/12/22	B0004555	530.86		530.86
					V0162850	05/12/22	B0004554	362.89		362.89
					V0162896	05/12/22	B0004455	44.47		44.47
					V0162915	05/12/22	P0011521	330.94		330.94
					V0162916	05/12/22	P0011512	22.47		22.47
					V0162917	05/12/22	P0011568	194.78		194.78
								4,985.69		4,985.69
0105698	05/13/22	Recon	0213938	Anatomy Warehouse	V0162942	05/12/22	P0011501	7,404.15		7,404.15
								7,404.15		7,404.15
0105699	05/13/22	Recon	0000977	Apple, Inc.	V0162684	05/10/22	B0004492	8,820.00		8,820.00
					V0162689	05/10/22	B0004492	810.00		810 00
					V0162690	05/10/22	B0004492	2,370.00		2,370.00
					V0162945	05/12/22	P0011538	8,820.00 810.00 2,370.00 49.00		49.00
								12,049.00		12,049.00
0105700	05/13/22	Recon	0212015	Ashlaur Construction	Com V0162851	05/12/22	B0004242	283,829.07		283,829.07
								283,829.07		283,829.07
0105701	05/13/22	Recon	0198820	Asure Software	V0162855	05/12/22	в0003998	131.99		131.99
								131.99		131.99
0105702	05/13/22	Recon	0000973	AT&T	V0162894	05/12/22	B0004494	2,906.63		2,906.63
								2,906.63		2,906.63

Bank Code: 01 General Checking GL Account No: 01-0000-00000-110000000 Check Check Check Vendor Voucher Voucher PO/RPO Voucher Cash Disc Check

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Date		Voucher Amount	Cash Disc Amount	Check Amount
0105703	05/13/22	Recon	0001953	AT&T Mobility			B0003987	82.83		82.83
								82.83		82.83
0105704	05/13/22	Recon	0001953	AT&T Mobility	V0162839	05/12/22	В0004038	2,102.00		2,102.00
								2,102.00		2,102.00
0105705	05/13/22	Recon	0156646	ATI Nursing Education	V0162958 V0162997	05/12/22 05/13/22	P0011599 P0011614	1,170.00 130.00		1,170.00
								1,300.00		1,300.00
0105706	05/13/22	Recon	0001401	AZ Commercial	V0162848	05/12/22	B0004019	38.58		38.58
								38.58		38.58
0105707	05/13/22	Recon	0196421	Balloons by Tommy	V0162949	05/12/22	P0011449	500.00		500.00
								500.00		500.00
0105708	05/13/22	Outst	0001399	Bio-Rad Laboratories	V0162946	05/12/22	P0011436	1,020.57		1,020.57
								1,020.57		1,020.57
0105709	05/13/22	Recon	0194510	Blades of Glory Inc	V0162852 V0162853	05/12/22 05/12/22	B0003997 B0003997	700.00 700.00 700.00		700.00 700.00 700.00
					V0162854	05/12/22	В0003997	700.00		700.00
								2,100.00		2,100.00
0105710	05/13/22	Recon	0213459	Bohm Consulting LLC	V0162862	05/12/22	B0004501	3,666.00		3,666.00
								3,666.00		3,666.00
0105711	05/13/22	Recon	0206652	Cajan Laundry II, LLC	V0162960	05/12/22		36.00		36.00
								36.00		36.00
0105712	05/13/22	Void	0001593	CDW-Government, Inc						
0105713	05/13/22	Recon	0001195	Cintas Corporation	V0162990 V0162991	05/13/22 05/13/22		217.32 217.32		217.32 217.32
								434.64		434.64
0105714	05/13/22	Recon	0001485	Citibank, N.A.	V0162983 V0162984	05/12/22 05/12/22	B0004539 P0011528 P0011531 P0011529	892.58 317.85 261.96 361.90		892.58 317.85 261.96 361.90

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Date	PO/BPO Number	Amount	Cash Disc Amount	Check Amount
					V0162986 V0162987 V0162993	05/12/22 05/12/22 05/13/22	P0011532 P0011565 P0011573	99.00 611.90 1,460.67		99.00 611.90 1,460.67
								4,005.86		4,005.86
0105715	05/13/22	Recon	0201853	Club Automation, LLC	V0162911	05/12/22	B0004042	908.68		908.68
								908.68		908.68
0105716	05/13/22	Recon	0001009	College of DuPage	V0162998	05/13/22	P0011615	300.00		300.00
								300.00		300.00
0105717	05/13/22	Recon	0001752	Comcast	V0162893	05/12/22	в0004445	191.32		191.32
								191.32		191.32
0105718	05/13/22	Recon	0168196	Concentra Health Service	V0162967	05/12/22	P0011571	60.00		60.00
								60.00		60.00
0105719	05/13/22	Outst	0213822	Coursey Enterprises	V0162953	05/12/22	P0011435	5,782.02		5,782.02
								5,782.02		5,782.02
0105720	05/13/22	Recon	0161721	Crestline	V0162884 V0162885 V0162886	05/12/22 05/12/22 05/12/22	B0004535 P0011239 B0004476	2,461.50 283.12 542.02		2,461.50 283.12 542.02
								3,286.64		3,286.64
0105721	05/13/22	Recon	0001676	Del Galdo Law Group, LLC	V0162875 V0162876	05/12/22 05/12/22	B0004063 B0004063	20,840.00 10,117.50		20,840.00 10,117.50
								30,957.50		30,957.50
0105722	05/13/22	Recon	0212349	Del's Moving Inc	V0162908	05/12/22	в0004512	950.00		950.00
								950.00		950.00
0105723	05/13/22	Recon	0169533	Digital Pix Composites	V0162995	05/13/22	P0011611	3,223.00		3,223.00
								3,223.00		3,223.00
0105724	05/13/22	Recon	0208992	Direct Energy Business	V0163004	05/13/22	в0004500	5,433.87		5,433.87
								5,433.87		5,433.87
0105725	05/13/22	Recon	0209578	DisposAll Waste Services	V0162882	05/12/22	в0003964	275.00		275.00

Bank Code: 01 General Checking

0105736 05/13/22 Recon 0205565 Game One

1,350.00

151.70 3,065.82 584.50 130.00 54.44

GL Account No: 01-0000-00000-110000000 Check Check Vendor Voucher Voucher PO/BPO Voucher Cash Disc ID Date Number Amount Amount Check Check Number Date Status ID Payee Name Amount 275.00 275.00 0105726 05/13/22 Void 0182724 Dyopath LLC B0003964 0105727 05/13/22 Recon 0204809 ECS Midwest, LLC V0162925 05/12/22 B0004541 4,326.00 4,326.00 4,326.00 4,326.00 0105728 05/13/22 Recon 0213903 Elenco Electronics, LLC V0162976 05/12/22 P0011466 569.00 569.00 569.00 569.00 0105729 05/13/22 Outst 0001240 Enterprise Rent-A-Car V0162932 05/12/22 P0011579 114.50 V0162933 05/12/22 P0011579 114.50 V0162934 05/12/22 P0011579 2,266.25 V0162935 05/12/22 P0011579 942.18 V0162936 05/12/22 P0011579 2,293.09 114.50 114.50 2,266.25 5,730.52 5,730.52 V0162905 05/12/22 B0003947 12.50 0105730 05/13/22 Recon 0001029 Fed Ex 12.50 12.50 12.50 V0162856 05/12/22 B0004516 1,957.52 1,957.52 0105731 05/13/22 Recon 0001791 Filter Services Inc ______ 1,957.52 1,957.52 V0162841 05/12/22 B0004557 1,100.63 0105732 05/13/22 Recon 0157592 First Communications 1,100.63 1,100.63 1,100.63 0105733 05/13/22 Recon 0001034 Flinn Scientific Inc V0162924 05/12/22 P0011423 81.11 81.11 V0162950 05/12/22 P0011271 962.02 962.02 1,043.13 1,043.13 0105734 05/13/22 Recon 0212859 Floods Royal Flush Inc V0162939 05/12/22 P0011608 4,250.00 4,250.00 4,250.00 4,250.00 0105735 05/13/22 Recon 0007936 Ford Motor Company V0162918 05/12/22 P0011586 1,350.00

1,350.00

 V0162912
 05/12/22
 B0004419
 151.70

 V0162927
 05/12/22
 P0011580
 3,065.82

 V0162928
 05/12/22
 P0011580
 584.50

 V0162929
 05/12/22
 P0011580
 130.00

 V0162930
 05/12/22
 P0011580
 54.44

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID			Voucher Amount	Check Amount
					V0162931 V0162940 V0162941	05/12/22	P0011580	440.33 4,863.71 2,237.34	440.33 4,863.71 2,237.34
								11,527.84	 11,527.84
0105737	05/13/22	Recon	0201760	Garvey's Office Products	V0162840	05/12/22	в0004558	260.00	260.00
								260.00	 260.00
0105738	05/13/22	Recon	0205972	Gas Plus DBA Buddy Bear	V0162859	05/12/22	в0004023	107.94	 107.94
								107.94	107.94
0105739	05/13/22	Recon	0213808	Gimmee Promos LLC	V0162968	05/12/22	P0011416	287.51	 287.51
								287.51	 287.51
0105740	05/13/22	Recon	0161549	Heartland Business Syste	V0162712 V0162713	05/10/22 05/10/22	B0004549 B0004550	6,271.60 82.50	6,271.60 82.50
								6,354.10	6,354.10
0105741	05/13/22	Recon	0210378	Hinckley Springs	V0162872	05/12/22	в0004112	57.38	57.38
								57.38	57.38
0105742	05/13/22	Recon	0001381	Home Depot/GECF			B0004324 B0004324	5.69 6.83	5.69 6.83
					V0162892	05/12/22	B0004324 B0004502	5.84	5.84
								18.36	 18.36
0105743	05/13/22	Recon	0213426	Honors Graduation LLC	V0162877	05/12/22	P0011395	29.00	 29.00
								29.00	29.00
0105744	05/13/22	Recon	0195156	iHeartMedia	V0162858	05/12/22	в0004473	5,050.00	5,050.00
								5,050.00	5,050.00
0105745	05/13/22	Outst	0183159	INACSL	V0162959	05/12/22	P0011587	532.00	532.00
								532.00	532.00
0105746	05/13/22	Recon	0001647	Iron Mountain	V0162895	05/12/22	B0004006	866.20	 866.20
								866.20	 866.20
0105747	05/13/22	Recon	0213971	Jaeger Sports Inc	V0162938	05/12/22	P0011576	273.49	 273.49

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

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Amount	Check Amount
								273.49		273.49
0105748	05/13/22	Recon	0001775	Jostens	V0162899 V0162963	05/12/22	B0004352 P0011584	9.25		28.35 20.69 9.25 133.40 52.95
								244.64		244.64
0105749	05/13/22	Recon	0001080	Keen Edge Co	V0162861	05/12/22	B0004548	399.12		399.12
								399.12		399.12
0105750	05/13/22	Recon	0002233	Konica Minolta Premier	F V0162888	05/12/22	B0004008	2,897.00		2,897.00
								2,897.00		2,897.00
0105751	05/13/22	Recon	0002233	Konica Minolta Premier	F V0162889	05/12/22	B0004008	125.17		125.17
								125.17		125.17
0105752	05/13/22	Recon	0002233	Konica Minolta Premier	F V0162903	05/12/22	B0004008			451.00
								451.00		451.00
0105753	05/13/22	Recon	0188162	Lake County Press	V0162867 V0162868 V0162869 V0162870	05/12/22 05/12/22 05/12/22 05/12/22 05/12/22 05/12/22 05/12/22 05/12/22	B0004413 B0004413 B0004413 B0004413	321.00 425.00 90.00 221.00 300.00 492.00 70.00 220.00		321.00 425.00 90.00 221.00 300.00 492.00 70.00 220.00
0105754	05/13/22	Recon	0204562	Lo Destro Construction	C V0162954 V0162973	05/12/22 05/12/22	P0011606 P0011607	508.00 24,615.00		508.00 24,615.00
								25,123.00		25,123.00
0105755	05/13/22	Recon	0001221	Mathematical Association	n V0162962	05/12/22	P0011574	187.00		187.00
								187.00		187.00
0105756	05/13/22	Void	0001299	McMaster-Carr						
0105757	05/13/22	Recon	0001419	Medline Industries Inc		05/12/22 05/12/22		127.73 181.88		127.73 181.88

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								309.61		309.61
0105758	05/13/22	Recon	0001121	O'Brien Cleaners	V0162926	05/12/22	P0011582	144.00		144.00
								144.00		144.00
0105759	05/13/22	Recon	0001617	O.C. Tanner	V0162913	05/12/22	B0003981	285.55		285.55
								285.55		285.55
0105760	05/13/22	Recon	0001122	Office Depot	V0162857 V0162906	05/12/22 05/12/22	B0004059 B0004004	89.79 62.73		89.79 62.73
								152.52		152.52
0105761	05/13/22	Recon	0206004	OverDrive, Inc.	V0162974	05/12/22	P0011605	2,000.00		2,000.00
								2,000.00		2,000.00
0105762	05/13/22	Recon	0002406	Paisans Pizza	V0162957 V0162965 V0162969 V0162971 V0162972	05/12/22 05/12/22 05/12/22 05/12/22 05/12/22	P0011598 P0011575	5,081.99 62.50 745.00 194.00 387.00 339.00 760.00 180.00 875.00 138.70 211.96 174.00		5,081.99 62.50 745.00 194.00 387.00 339.00 760.00 180.00 875.00 138.70 211.96 174.00
0105763	05/13/22	Recon	0001128	Pasco Scientific	V0162975 V0162977 V0162978 V0163002	05/12/22 05/12/22 05/12/22 05/13/22	P0011467 P0011339 P0011339 P0011479	366.00 42.00 111.00 254.00 		366.00 42.00 111.00 254.00
0105764	05/13/22	Recon	0101053	Qualtrics LLC	V0162966	05/12/22	P0011572	2,315.25		2,315.25
								2,315.25		2,315.25
0105765	05/13/22	Recon	0001967	Shaw Media	V0162683	05/10/22	в0003956	1,398.00		1,398.00
								1,398.00		1,398.00
0105766	05/13/22	Recon	0000965	Sigma-Aldrich Inc	V0162921	05/12/22	P0011478	120.64		120.64

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0162922 V0162923		P0011478 P0011478	90.55 89.71		90.55 89.71
							-	300.90		300.90
0105767	05/13/22	Recon	0188908	Signco	V0162844	05/12/22	в0004417	2,500.00		2,500.00
								2,500.00		2,500.00
0105768	05/13/22	Recon	0001156	Smithereen Exterminating	V0162904	05/12/22	в0003973	177.00		177.00
								177.00		177.00
0105769	05/13/22	Recon	0213789	Softdocs SC LLC	V0162880	05/12/22	B0004491	99,760.00		99,760.00
								99,760.00		99,760.00
0105770	05/13/22	Recon	0158956	Sound Incorporated	V0162956	05/12/22	P0011601	1,439.00		1,439.00
								1,439.00		1,439.00
0105771	05/13/22	Recon	0157227	Staples Advantage			B0004545 P0011483	360.95 259.89		360.95 259.89
							-	620.84		620.84
0105772	05/13/22	Recon	0193842	Thielsen Enterprises	V0162920	05/12/22	P0011593	300.00		300.00
							-	300.00		300.00
0105773	05/13/22	Recon	0208909	Thrive Floral Designs	V0162961	05/12/22	P0011570	593.71		593.71
								593.71		593.71
0105774	05/13/22	Recon	0193721	TimeClock Plus	V0162955	05/12/22	P0011602	9,565.64		9,565.64
								9,565.64		9,565.64
0105775	05/13/22	Outst	0202319	Toad Code, Inc.	V0162914	05/12/22	P0011486	800.00		800.00
								800.00		800.00
0105776	05/13/22	Recon	0193068	Top Tier Baseball LLC	V0162937	05/12/22		3,300.00		3,300.00
								3,300.00		3,300.00
0105777	05/13/22	Recon	0002095	Trugreen	V0162878 V0162879			375.00 712.00		375.00 712.00
							-	1,087.00		1,087.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105778	05/13/22	Recon	0000974	Verizon Wireless	V0162907	05/12/22	в0003968	28.29		28.29
								28.29		28.29
0105779	05/13/22	Recon	0213975	Village of Rosemont Illi	V0163000	05/13/22	P0011616	1,300.00		1,300.00
								1,300.00		1,300.00
0105780	05/13/22	Recon	0001824	Waukegan Roofing Co., In	V0162992	05/13/22	в0003986	1,325.00		1,325.00
								1,325.00		1,325.00
0105781	05/13/22	Recon	0174387	Widaman Sign Company	V0162988	05/12/22	P0011603	225.00		225.00
								225.00		225.00
0105782	05/13/22	Outst	0000781	Ms. Sandra Barajas	V0162666	05/10/22		53.10		53.10
								53.10		53.10
0105783	05/13/22	Outst	0203822	Ms. Amanda Braun	V0162589	05/03/22		53.40		53.40
								53.40		53.40
0105784	05/13/22	Recon	0200455	Ms. Lauren Caruso	V0162685	05/10/22		101.10		101.10
								101.10		101.10
0105785	05/13/22	Recon	0085548	Geanabelle Chapp	V0162565	04/29/22		29.97		29.97
								29.97		29.97
0105786	05/13/22	Recon	0157430	Jerry Davis	V0162653	05/09/22		300.00		300.00
								300.00		300.00
0105787	05/13/22	Recon	0182919	Mr. Ryan Denson	V0162563	04/29/22		3,220.00		3,220.00
								3,220.00		3,220.00
0105788	05/13/22	Recon	0214169	Gary Dyson	V0162659	05/09/22		160.00		160.00
								160.00		160.00
0105789	05/13/22	Recon	0196370	FHEG Morton College Book	V0162658	05/09/22		8,148.97		8,148.97
								8,148.97		8,148.97
0105790	05/13/22	Recon	0202383	Flexible Benefit Service	V0162647	05/09/22		395.00		395.00
								395.00		395.00

	Bank	Code:	01	General	Checking
GL					000-110000000

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105791	05/13/22	Recon	0000724	Dr. Brian R. Gilligan	V0162364	04/26/22		150.00		150.00
							-	150.00		150.00
0105792	05/13/22	Recon	0214168	Amber Green	V0162714	05/11/22		2,500.00		2,500.00
							-	2,500.00		2,500.00
0105793	05/13/22	Recon	0123738	Mr. Kevin R. Kalal	V0162650	05/09/22		300.00		300.00
							-	300.00		300.00
0105794	05/13/22	Recon	0169153	Ms. Amy L. Kinney	V0162531	04/28/22		104.25		104.25
							-	104.25		104.25
0105795	05/13/22	Recon	0214058	Mid-States Organized Cri	V0162655	05/09/22		75.00		75.00
							-	75.00		75.00
0105796	05/13/22	Recon	0176689	Jessica Molinar	V0162651	05/09/22		38.79		38.79
							-	38.79		38.79
0105797	05/13/22	Recon	0214114	Robert G. Morrison	V0162648	05/09/22		300.00		300.00
							-	300.00		300.00
0105798	05/13/22	Recon	0192112	Ms. Irene V. Mulvey	V0162582	05/02/22		14.39		14.39
							-	14.39		14.39
0105799	05/13/22	Outst	0002913	Dr. Dennis M. Pearson	V0162633	05/05/22		144.07		144.07
							-	144.07		144.07
0105800	05/13/22	Recon	0001133	Pitney Bowes Inc	V0162645	05/06/22		253.03		253.03
							-	253.03		253.03
0105801	05/13/22	Recon	0208565	Keith Tillman	V0162654	05/09/22		160.00		160.00
							-	160.00		160.00
0105802	05/13/22	Outst	0055604	Ana L. Valdez	V0162660 V0162686			29.85 17.88		29.85 17.88
							-	47.73		47.73

Bank Code: 01 General Checking

500.00

500.00

531.74

531.74

83.94

83.94

Check Number			Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105803	05/13/22	Recon		Daniel J. Vasta				375.00		375.00
							-	375.00		375.00
0105804	05/13/22	Outst	0158266	Mr. Christopher J. Wido	V0162611	05/04/22		330.00		330.00
							•	330.00		330.00
0105805	05/13/22	Outst	0182724	Dyopath LLC	V0162845 V0162846	05/12/22 05/12/22	B0004011	31,643.85 8,137.50 8,137.50 775.00-		8,137.50 8,137.50
							-			
0105806	05/13/22	Recon	0152487	Yazmin S. Adame	V0134359	08/19/20		42.00		42.00
								42.00		42.00
0105872	05/13/22	Recon	0001593	CDW-Government, Inc	V0162979 V0162980 V0162981	05/12/22 05/12/22 05/12/22	P0011581 P0011322 P0011208	1,806.42 1,167.48 2,677.03		1,806.42 1,167.48 2,677.03
										5,650.93
0105873	05/20/22	Recon	0156097	ACI Payments, Inc.	V0163027	05/17/22	_	4,652.43		4,652.43
								4,652.43		4,652.43
0105874	05/20/22	Recon	0200282	Victor M. Albanil Beltra	V0162745	05/12/22		1,000.00		1,000.00
							•	1,000.00		1,000.00
0105875	05/20/22	Outst	0214174	Almas Garden Floral Cout	V0162723	05/11/22		2,830.00		2,830.00
							•	2,830.00		2,830.00

V0162874 05/12/22

V0163011 05/13/22

500.00

500.00

531.74

83.94

83.94

0105879 05/20/22 Void 0000762 Mr. George F. Fejt

0105878 05/20/22 Outst 0214185 Complyright, Inc., HR Di V0163024 05/17/22

0105876 05/20/22 Recon 0001770 The Bank of New York

0105877 05/20/22 Recon 0085548 Geanabelle Chapp

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105880	05/20/22	Recon		Mrs. Caroline L. Johnson				82.00		82.00
								82.00		82.00
0105881	05/20/22	Outst	0001787	Mark Kedziora	V0163017	05/16/22		594.00		594.00
								594.00		594.00
0105882	05/20/22	Recon	0211303	Kara Kennedy	V0163023	05/17/22		50.00		50.00
								50.00		50.00
0105883	05/20/22	Recon	0169153	Ms. Amy L. Kinney	V0162727	05/11/22		99.84		99.84
								99.84		99.84
0105884	05/20/22	Outst	0003327	Daniel E. Kusinski	V0155394	11/30/21		140.00		140.00
								140.00		140.00
0105885	05/20/22	Outst	0207766	Massachusetts Mutual Lif	V0162716	05/11/22		2,069.26		2,069.26
								2,069.26		2,069.26
0105886	05/20/22	Recon	0176689	Jessica Molinar	V0163038	05/19/22		38.79		38.79
								38.79		38.79
0105887	05/20/22	Recon	0205567	Ms. Courtney O'Brien	V0162583	05/02/22		19.69		19.69
								19.69		19.69
0105888	05/20/22	Recon	0209211	Mr. Chris Rathunde	V0162664	05/09/22		169.00		169.00
								169.00		169.00
0105938	05/23/22	Outst	0188213	First Midwest Bank	V0163170 V0163171 V0163172 V0163173 V0163174 V0163175 V0163177 V0163177 V0163178 V0163180 V0163181	05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22	P0011632 P0011632 P0011632 P0011632 B0004355 P0011420 B0004040 P0011461 B0004355 P0011473	377.84 600.00 848.00 12.05 1,395.00		107.77 103.04 377.84 389.04 428.78 377.84 600.00 848.00 12.05 1,395.00 115.00 59.00 448.00 80.00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0163184 V0163185 V0163186 V0163188 V0163189 V0163190 V0163191 V0163192 V0163194 V0163195	05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22 05/23/22	P0011632 P0011447 P0011558 B0004355 B0004138 B0004355 P0011648 P0011661 P0011540	17.61 16.81 265.00 253.30 23.31 150.00 75.00 1,050.00 225.00 2,444.15 99.00 25.00 106.84 447.72		17.61 16.81 265.00 253.30 23.31 150.00 75.00 1,050.00 225.00 2,444.15 99.00 25.00 106.84 447.72
							-	10,540.10		10,540.10
0105939	05/26/22	Outst	0192221	Mr. Jorge Andrade	V0162901	05/12/22	_	66.10		66.10
								66.10		66.10
0105940	05/26/22	Outst	0214351	William Arnett	V0163201	05/24/22		1,000.00		1,000.00
							-	1,000.00		1,000.00
0105941	05/26/22	Outst	0052335	Andy Avalos	V0163138	05/19/22		500.00		500.00
							-	500.00		500.00
0105942	05/26/22	Outst	0000781	Ms. Sandra Barajas	V0163200	05/24/22		41.00		41.00
							-	41.00		41.00
0105943	05/26/22	Outst	0002595	Joelle Beranek	V0162584 V0162585	05/03/22 05/03/22		328.67 1,000.00		328.67 1,000.00
							_	1,328.67		1,328.67
0105944	05/26/22	Recon	0076654	Mr. Adam H. Bradley	V0163149	05/20/22		19.98		19.98
							-	19.98		19.98
0105945	05/26/22	Outst	0214246	Adetokunbo Fatoke	V0163022	05/17/22		500.00		500.00
							-	500.00		500.00
0105946	05/26/22	Outst	0040272	Ms Beth A. Gilmartin	V0163033	05/18/22		52.42		52.42
							-	52.42		52.42

Check Number		Check Status		Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105947	05/26/22	Outst	0169153	Ms. Amy L. Kinney	V0163026	05/17/22		80.16		80.16
								80.16		80.16
0105948	05/26/22	Outst	0198890	Andy X. Lugo	V0163140	05/19/22		500.00		500.00
								500.00		500.00
0105949	05/26/22	Outst	0167581	Mr. Salvador Martinez Jr	V0163202	05/24/22		311.65		311.65
								311.65		311.65
0105950	05/26/22	Outst	0000955	Mr. Raul I. Martinez	V0163150	05/20/22		19.98		19.98
								19.98		19.98
0105951	05/26/22	Outst	0049422	Mr. Jose Ocampo	V0163151	05/20/22		19.98		19.98
								19.98		19.98
0105952	05/26/22	Outst	0000820	Ms. Tsonka I. Pencheva	V0163152	05/23/22		69.00		69.00
								69.00		69.00
0105953	05/26/22	Outst	0041753	Ms Daiana N. Quiroga-Nev	V0163009	05/13/22		425.00		425.00
								425.00		425.00
0105954	05/26/22	Outst	0188076	Ms Aurelia E. Ramirez	V0163147	05/20/22		19.98		19.98
								19.98		19.98
0105955	05/26/22	Outst	0209442	Carmen E. Ruiz-Guerrero	V0163146	05/20/22		19.98		19.98
								19.98		19.98
0105956	05/26/22	Recon	0000860	Ms. Cheryl A. Schoepf	V0163148	05/20/22		40.00		40.00
								40.00		40.00
0105957	05/26/22	Outst	0204718	Montserrat Tovar		05/18/22 05/23/22		54.95 212.50		54.95 212.50
					V0103107	03/23/22		212.30		267.45
0105058	05/26/22	Outst	0190167	Daniel K. Treadwell	V0163197	05/23/22		2,000.00		2,000.00
0103730	03/20/22	Juch	0170107	Daniel II. IICaawell	*3103197	03/23/22		2,000.00		2,000.00
0105959	05/26/22	Outst	0055604	Ana L. Valdez	770163144	05/19/22		100.00		100.00
0103939	03/20/22	JULDE	000004	Ala L. Valuez	A 0 T 0 2 T 4 4	03/13/22		100.00		100.00

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

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
						05/23/22 05/23/22		33.28 44.30		33.28 44.30
								177.58		177.58
0105960	05/26/22	Outst	0195274	Marco A. Villegas, SR	V0163139	05/19/22		500.00		500.00
								500.00		500.00
0105963	05/31/22	Outst	0177469	Bright Start College Sav	V0163316	05/31/22		100.00		100.00
								100.00		100.00
0105964	05/31/22	Outst	0001422	CCCTU-Cope Fund	V0163317	05/31/22		119.00		119.00
								119.00		119.00
0105965	05/31/22	Outst	0001374	College & University Cre	V0163319	05/31/22		200.00		200.00
								200.00		200.00
0105966	05/31/22	Outst	0001371	Colonial Life & Accident	V0163320	05/31/22		12.00		12.00
								12.00		12.00
0105967	05/31/22	Outst	0191845	Metropolitan Alliance of	V0163321	05/31/22		255.50		255.50
								255.50		255.50
0105968	05/31/22	Outst	0213771	Midland Credit Managemen	V0163322	05/31/22		293.39		293.39
								293.39		293.39
0105969	05/31/22	Outst	0101061	Morton College Faculty	V0163318	05/31/22		2.78		2.78
								2.78		2.78
0105970	05/31/22	Outst	0001372	Morton College Teachers	V0163324	05/31/22		1,618.82		1,618.82
								1,618.82		1,618.82
0105971	05/31/22	Outst	0001372	Morton College Teachers	V0163323	05/31/22		2,613.29		2,613.29
								2,613.29		2,613.29
0105972	05/31/22	Outst	0001513	SEIU Local 73 Cope	V0163326	05/31/22		9.00		9.00
								9.00		9.00
0105973	05/31/22	Outst	0001373	Service Employees Intl U	V0163327	05/31/22		377.02		377.02

Check Number			Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								377.02		377.02
0105974	05/31/22	Outst	0001563	State Disbursement Unit	V0163328 V0163329	05/31/22 05/31/22		50.00 961.71		50.00 961.71
							-	1,011.71		1,011.71
0105975	05/31/22	Outst	0169531	A.N.S., Inc.	V0163282	05/26/22	в0004587	1,852.00		1,852.00
								1,852.00		1,852.00
0105976	05/31/22	Outst	0214174	Almas Garden Floral Cout	V0163381	05/31/22	P0011641	125.00		125.00
								125.00		125.00
0105977	05/31/22	Outst	0208384	Altorfer Industries Inc.	V0163312	05/26/22	B0004563	2,797.71		2,797.71
								2,797.71		2,797.71
				Amazon Capital Services	V0163204 V0163205 V0163206 V0163254 V0163255 V0163255 V0163258 V0163259 V0163260 V0163261 V0163262 V0163264 V0163264 V0163264 V0163269 V0163270 V0163271 V0163272 V0163273	05/24/22 05/24/22 05/24/22 05/24/22 05/25/22 05/26/22 05/26/22 05/26/22 05/26/22	B0004542 B0004097 B0004097 B0004098 B0004028 B0004028 B0004028 B0004028 B0004028 B0004028 B0004028 B0004542 B0004569 B0004569 B0004561 B0004565 B0004028 B0004028 B0004028 B0004028 B0004028 B0004028 B0004028 B0004028 B0004485 B0004485 B0004485 B0004485 B0004485 B0004485 B0004485 B0004485 B0004485 B0004485 B0004485 B0004444 B0004444 B0004414	2,797.71 499.99 79.99 44.98 59.50 262.94 17.28- 2.83- 0.16- 7.68- 1.15- 4.43- 15.16- 25.99 7,193.94 86.46 897.98 1,382.46 502.02 378.90 74.47 98.38 13.98 11.84 474.00 147.14 127.44 62.21 102.66 795.66 4,637.96		79.99 44.98 59.50 262.94 -17.28 -2.83 -0.16 -7.68 -1.15 -4.43 -15.16 25.99 7,193.94 86.46 897.98 1,382.46 502.02 378.90 74.47 98.38 13.98 11.84 474.00 147.14 127.44 62.21 102.66 795.66
					VU163424	U5/31/22	FUUTT000	4,637.96 		4,637.96 17,912.20
								11,214.40		11,914.40

	Bank	C	ode:	01	General	Checking	
GL						000-11000000	00

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105979	05/31/22	Outst	0214248	AMV, LLC	V0163417 V0163418	05/31/22 05/31/22	P0011699 P0011699 P0011699 P0011699	8,480.00 15,820.00		6,800.00 8,480.00 15,820.00 16,380.00
								47,480.00		47,480.00
0105980	05/31/22	Outst	0000973	AT&T	V0163309	05/26/22	B0004361	884.29		884.29
								884.29		884.29
0105981	05/31/22	Outst	0000973	AT&T	V0163310	05/26/22	B0004494	928.02		928.02
								928.02		928.02
0105982	05/31/22	Outst	0001401	AZ Commercial	V0163293	05/26/22	B0004019	169.64		169.64
								169.64		169.64
0105983	05/31/22	Outst	0194139	Berwyn's Violet Flower S	V0163210	05/24/22	в0003945	100.00		100.00
								100.00		100.00
0105984	05/31/22	Outst	0194510	Blades of Glory Inc			B0003997 B0003997	750.00 700.00		750.00 700.00
								1,450.00		1,450.00
0105985	05/31/22	Outst	0212469	Blue Outdoor LLC	V0163222	05/24/22	в0004474	3,990.00		3,990.00
								3,990.00		3,990.00
0105986	05/31/22	Outst	0213459	Bohm Consulting LLC	V0163286	05/26/22	в0004501	3,666.00		3,666.00
								3,666.00		3,666.00
0105987	05/31/22	Outst	0001593	CDW-Government, Inc			P0011596 P0011581	20,052.78 329.22		20,052.78 329.22
								20,382.00		20,382.00
0105988	05/31/22	Outst	0189398	Chicago Backflow Inc	V0163298	05/26/22	в0004570	1,104.00		1,104.00
								1,104.00		1,104.00
0105989	05/31/22	Outst	0001195	Cintas Corporation			B0003975 P0011597	201.49 295.80		201.49 295.80
								497.29		497.29

52,125.00

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0105990	05/31/22	Outst	0001195	Cintas Corporation	V0163237	05/25/22	B0004560	217.32 171.26		217 32
							•	388.58		388.58
0105991	05/31/22	Outst	0211877	City Wide Facility Solut	V0163288	05/26/22	в0004222	3,795.00		3,795.00
0105992	05/31/22	Outst	0214348	Cynthia Clark	V0163336	05/26/22	P0011687	2,500.00		2,500.00
							•	2,500.00		2,500.00
0105993	05/31/22	Outst	0169016	Clear Channel Outdoor	V0163333 V0163334 V0163335	05/26/22 05/26/22 05/26/22	B0004470 B0004470 B0004470	450.00 1,750.00 1,700.00		450.00 1,750.00 1,700.00
							-			
0105994	05/31/22	Outst	0001752	Comcast	V0163223 V0163224 V0163432	05/24/22 05/24/22 05/31/22	B0003941 B0004037 B0003941	6.30 71.42 184.85		6.30 71.42 184.85
							•	262.57		262.57
0105995	05/31/22	Outst	0001013	ComEd	V0163306	05/26/22	в0004003	17,943.63		17,943.63
								17,943.63		17,943.63
0105996	05/31/22	Outst	0001013	ComEd	V0163211	05/24/22	в0004508	548.78		548.78
								548.78		548.78
0105997	05/31/22	Outst	0001711	Demonica Kemper Architec	V0163215 V0163216 V0163217 V0163218	05/24/22 05/24/22 05/24/22 05/24/22	B0004538 B0004538 B0004538 B0004538	16,327.60 21,068.99 1,200.00 14,106.81		16,327.60 21,068.99 1,200.00 14,106.81
							-	52,703.40		52,703.40
0105998	05/31/22	Outst	0209578	DisposAll Waste Services	V0163280 V0163337	05/26/22 05/26/22	B0004556 B0003964	1,495.12 370.00		1,495.12 370.00
								1,865.12		1,865.12
0105999	05/31/22	Outst	0214355	Do All Fence Co., Inc	V0163421 V0163422	05/31/22 05/31/22	P0011701 P0011701	17,000.00 35,125.00		17,000.00 35,125.00

52,125.00

Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0106000	05/31/22	Outst	0002185	Ellucian Inc.	V0163295 V0163304	05/26/22 05/26/22	B0004573 B0004108	1,065.00 5,000.00		1,065.00
								6,065.00		6,065.00
0106001	05/31/22	Outst	0001240	Enterprise Rent-A-Car	V0163408 V0163409	05/31/22 05/31/22	P0011656 P0011656	114.50 114.50		114.50 114.50
								229.00		229.00
0106002	05/31/22	Outst	0001791	Filter Services Inc	V0163338	05/26/22	B0004561			50.00
								50.00		50.00
0106003	05/31/22	Outst	0202852	Freepoint Energy Solutio	V0163305	05/26/22	B0004571	26,167.17		26,167.17
										26,167.17
0106004	05/31/22	Outst	0205565	Game One	V0163246 V0163247 V0163248 V0163289 V0163290 V0163291 V0163383 V0163384 V0163385	05/25/22 05/25/22 05/25/22 05/26/22 05/26/22 05/26/22 05/31/22 05/31/22 05/31/22	B0004419 B0004419 B0004419 B0004454 B0004534 B0004559 P0011650 P0011650	40.00 73.77 446.15 1,489.94 3,031.06 410.52 3,617.28 2,580.37 3,586.19		40.00 73.77 446.15 1,489.94 3,031.06 410.52 3,617.28 2,580.37 3,586.19
								15,275.28		15,275.28
0106005	05/31/22	Outst	0161549	Heartland Business Syste	V0163228 V0163229	05/25/22 05/25/22	B0004586 B0004585	371.25 708.75		371.25 708.75
								1,080.00		1,080.00
0106006	05/31/22	Outst	0211607	Huff Company	V0163373	05/31/22	P0011654	49,900.00		49,900.00
								49,900.00		
0106007	05/31/22	Outst	0001061	ICCTA	V0163358 V0163359 V0163360 V0163361 V0163363 V0163363 V0163404 V0163404 V0163405 V0163406	05/26/22 05/26/22 05/26/22 05/26/22 05/26/22 05/26/22 05/31/22 05/31/22 05/31/22	P0011626 P0011626 P0011626 P0011627 P0011627 P0011627 P0011627 P0011682 P0011682 P0011682 P0011682	160.00 160.00 235.00 160.00 160.00 160.00 235.00 160.00 160.00		160.00 160.00 235.00 160.00 160.00 160.00 235.00 160.00 260.00

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Check Number		Check Status	Vendor ID	Payee Name		Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
						V0163407			160.00 160.00		160.00 160.00
									2,230.00		2,230.00
0106008	05/31/22	Outst	0001068	ILLCO, Inc.		V0163313	05/26/22	в0003972	308.23		308.23
									308.23		308.23
0106009	05/31/22	Outst	0001775	Jostens		V0163208	05/24/22	в0004352	27.75		27.75
						V0163209	05/24/22	B0004352	27.75		27.75
						V0163377	05/31/22	P0011637	27.75 27.75 2,891.75		2,891.75
									2,947.25		2,947.25
0106010	05/31/22	Outst	0208915	Keep It Moving	Media LLC	V0163382	05/31/22	P0011645	5,800.00		5,800.00
									5,800.00		5,800.00
0106011	05/31/22	Outst	0001890	Konica Minolta	Bus Solut	V0163239	05/25/22	B0004269	21,841.25		21,841.25
						V0163240	05/25/22	B0004269	337.50		21,841.25 337.50 30,624.48
						V0163241	05/25/22	B0004362	337.50 30,624.48		30,624.48
						V0163425	05/31/22	B0004007	1 770 80		1,770.80
						V0163428	05/31/22	в0004007	1,101.15		1,101.15
									55,675.18		55,675.18
0106012	05/31/22	Outst	0002233	Konica Minolta	Premier F	V0163219	05/24/22	B0004008	654.91		654.91
									654.91		654.91
0106013	05/31/22	Outst	0002233	Konica Minolta	Premier F	V0163220	05/24/22	B0004008	332.61		332.61
									332.61		332.61
0106014	05/31/22	Outst	0002233	Konica Minolta	Premier F	V0163221	05/24/22	B0004008	777.63		777.63
									777.63		777.63
0106015	05/31/22	Outst	0188162	Lake County Pre	288	V0163231	05/25/22	B0004413	1,555.00		1.555.00
3100013	-3,31,22	- 4000	-100102			V0163232	05/25/22	B0004413	4,014.00		1,555.00 4,014.00
						V0163232	05/25/22	B0004413	4,014.00 1,384.00 638.00		1,384.00
						V0163346	05/26/22	B0004413	638.00		638.00
						V0163347	05/26/22	B0004413	294.49		294.49
									7,885.49		7,885.49
0106016	05/31/22	Outst	0003320	Matco Tools		V0163354	05/26/22	P0011588	449.37		449.37
									449.37		449.37

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0106017				McMaster-Carr						934.62
								934.62		934.62
0106018	05/31/22	Outst	0001419	Medline Industries Inc	V0163370 V0163400	05/31/22 05/31/22	P0011489 P0011670	47.34 34.01		47.34 34.01
							-	81.35		81.35
0106019	05/31/22	Outst	0208793	NAPA Auto Parts	V0163297	05/26/22	в0004572	13.82		13.82
								13.82		13.82
0106020	05/31/22	Outst	0001105	NASFAA	V0163423	05/31/22	P0011693	2,511.00		
								2,511.00		2,511.00
0106021	05/31/22	Outst	0001529	New Pocket Nurse	V0163365 V0163366	05/26/22 05/26/22	P0011594 P0011417	133.59 934.98		133.59 934.98
								1,068.57		1,068.57
0106022	05/31/22	Outst	0208924	Nicor Gas	V0163243	05/25/22	в0004000	3,033.55		3,033.55
								3,033.55		3,033.55
0106023	05/31/22	Outst	0001121	O'Brien Cleaners	V0163212	05/24/22	B0004514	18.00		18.00 162.00
				O'Brien Cleaners	V0163411 V0163420	05/31/22	P0011633 P0011705	60.00		60.00
								240.00		240.00
0106024	05/31/22	Outst	0001122	Office Depot	V0163245	05/25/22	B0004004	71.81		71.81
					V0163303	05/26/22	B0003950	88.04 		88.04
								159.85 52.25- 57.50- 3,753.97 44.00 351.00 113.91 940.00 275.00 405.00		159.85
0106025	05/31/22	Outst	0002406	Paisans Pizza	V0163249	05/25/22		52.25-		-52.25
					V0163250	05/25/22	B0004454	57.50- 3 753 97		-52.25 -57.50 3,753.97 44.00
					V0103332	05/26/22	D0004434	3,753.97		3,753.97
					V0163356	05/26/22	P0011624	351.00		351.00
					V0163357	05/26/22	P0011625	113.91		113.91
					V0163367	05/31/22	P0011508	940.00		940.00
					V0163368	05/31/22	P0011509	275.00		275.00
					V0163369	05/31/22	P0011510	405.00		405.00
					VU163378	05/31/22	P0011638 P0011635	624.00 603.00		624.00 603.00
							P0011035	405.00 624.00 603.00 100.70		100.70
					V0163401			125.70		125.70

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0163410	05/31/22	P0011676 P0011642 P0011691	160.00 324.75 275.25		160.00 324.75 275.25
								7,986.53		7,986.53
0106026	05/31/22	Outst	0196739	Police Law Institute	V0163386	05/31/22	P0011631	2,176.00		2,176.00
							•	2,176.00		2,176.00
0106027	05/31/22	Outst	0201778	Quality Logo Products, I	V0163391	05/31/22	P0011458	347.50		347.50
							•	347.50		347.50
0106028	05/31/22	Outst	0188235	Quench USA	V0163394	05/31/22	P0011566	528.00		528.00
								528.00		528.00
0106029	05/31/22	Outst	0001835	Ray O'Herron Co. of Oakb	V0163230	05/25/22	B0004422	15.98		15.98
								15.98		15.98
0106030	05/31/22	Outst	0170020	Abel C. Rodarte	V0163380	05/31/22	P0011640	900.00		900.00
								900.00		900.00
0106031	05/31/22	Outst	0182899	Sherwin Williams	V0163283	05/26/22	B0003960	117.36		117.36
								117.36		117.36
0106032	05/31/22	Outst	0182208	Sidearm Sports	V0163390	05/31/22	P0011623	2,850.00		2,850.00
								2,850.00		2,850.00
0106033	05/31/22	Outst	0000965	Sigma-Aldrich Inc	V0163372	05/31/22	P0011478	99.67		99.67
								99.67		99.67
0106034	05/31/22	Outst	0208071	Signature Transportation	V0163375	05/31/22	P0011651	1,400.00		1,400.00
								1,400.00		1,400.00
0106035	05/31/22	Outst	0157227	Staples Advantage			B0004517 B0004566	69.98 304.04		69.98 304.04
							B0004500 B0004517	12.79		12.79
							•	386.81		386.81
0106036	05/31/22	Outst	0002889	Suburban Door Check & Lo	V0163300	05/26/22	в0004565	291.60		291.60
							•	291.60	·	291.60

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Check Number			Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0106037	05/31/22	Outst	0205661	Teamworks Innovations, I	V0163415	05/31/22	P0011692	5,969.03		5,969.03
							•	5,969.03		5,969.03
0106038	05/31/22	Outst	0001174	Veritiv Operating Compan	V0163244	05/25/22	B0004005	2,206.00		2,206.00
							•	2,206.00		2,206.00
0106039	05/31/22	Outst	0199033	Watermark Insights, LLC	V0163399	05/31/22	P0011668	17,860.50		17,860.50
								17,860.50		17,860.50
0106040	05/31/22	Outst	0206041	Welding Industrial Suppl	V0163371 V0163389	05/31/22 05/31/22	P0011429 P0011429	214.51 443.71		214.51 443.71
								658.22		658.22
0106041	05/31/22	Outst	0166312	Wells Fargo Equiptment F	V0163307	05/26/22	в0003991	1,248.00		1,248.00
								1,248.00		1,248.00
0106042	05/31/22	Outst	0001406	Wex Bank	V0163251 V0163252 V0163253	05/25/22 05/25/22 05/25/22	B0004293 B0004068 B0004527	2,419.76 467.27 1,105.59		2,419.76 467.27 1,105.59
							•	3,992.62		3,992.62
0106043	05/31/22	Outst	0177607	YBP Library Services	V0163214	05/24/22	в0003993	17.19		17.19
							•	17.19		17.19
0106044	05/31/22	Outst	0212016	Zoll Medical Corporation	V0163242	05/25/22	B0004250	110.00		110.00
							•	110.00		110.00
E0015201	05/02/22	Outst	0212424	Kathryn M. Watkins	V0162581	05/02/22	B0004305	2,006.25		2,006.25
								2,006.25		2,006.25

V0162053 04/18/22

V0162596 05/03/22

354.75

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173.65

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E0015202 05/05/22 Outst 0162406 Mrs. Irina V. Cline V0162558 04/28/22

E0015203 05/05/22 Outst 0200047 Ms. Carissa Davis

E0015204 05/05/22 Outst 0208811 Stephen Dowjotas

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Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015205	05/05/22	Outst	0165694	Dr. Sara E. Helmus	V0162371 V0162446	- ,		1,258.15 157.00		1,258.15 157.00
							-	1,415.15		1,415.15
E0015206	05/05/22	Outst	0107686	Mrs. Blanca E. Jara	V0162375 V0162600 V0162601 V0162602 V0162604 V0162605 V0162606	05/03/22 05/03/22 05/03/22 05/03/22 05/03/22		67.96 383.96 61.31 59.40 24.96 58.44 276.50		67.96 383.96 61.31 59.40 24.96 58.44 276.50
								932.53		932.53
E0015207	05/05/22	Outst	0017224	Ms Gabriela Mata	V0162370	04/27/22	_	719.58		719.58
								719.58		719.58
E0015208	05/05/22	Outst	0023364	Nichole Melka	V0162368 V0162613			168.00 168.00		168.00 168.00
							-	336.00		336.00
E0015209	05/05/22	Outst	0199309	Jason Nichols	V0162592	05/03/22	_	853.47		853.47
								853.47		853.47
E0015210	05/05/22	Outst	0209695	Jonathan Rush	V0162597	05/03/22	_	182.34		182.34
								182.34		182.34
E0015211	05/05/22	Outst	0199729	Miss Laura G. Valdez	V0162598 V0162609			128.72 150.00		128.72 150.00
								278.72		278.72
E0015212	05/05/22	Outst	0000808	Ms. Marisol Velazquez	V0162300	04/25/22	_	318.93		318.93
								318.93		318.93
E0015213	05/05/22	Outst	0158266	Mr. Christopher J. Wido	V0162574	05/02/22	-	125.00		125.00
								125.00		125.00
E0015214	05/05/22	Outst	0170358	ATIXA	V0162372	04/27/22	-	998.00		998.00
								998.00		998.00

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Check Number		Check Status		Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015215	05/05/22	Outst	0212851	Get Moore Softball	V0162594	05/03/22		3,000.00		3,000.00
								3,000.00		3,000.00
E0015218	05/12/22	Outst	0183910	Ms Vickie L. Gukenberger	V0162822	05/12/22	в0004307	1,368.16		1,368.16
								1,368.16		1,368.16
E0015219	05/12/22	Outst	0207194	DD's Operations LLC	V0162710	05/10/22	в0004553	1,750.00		1,750.00
								1,750.00		1,750.00
E0015220	05/12/22	Outst	0209062	Latinologues Inc	V0162823	05/12/22	в0004386	2,500.00		2,500.00
								2,500.00		2,500.00
E0015258	05/12/22	Outst	0202517	Mr. Diego U. Aleman Sant	V0162661	05/09/22		430.38		430.38
								430.38		430.38
E0015259	05/12/22	Outst	0166671	Ms. Cara A. Bonick	V0162365	04/27/22		151.58		151.58
								151.58		151.58
E0015260	05/12/22	Outst	0159466	Ms. Isabel Cervantes	V0162649	05/09/22		131.93		131.93
								131.93		131.93
E0015261	05/12/22	Outst	0079155	Dr. Stanley S. Fields	V0162566	04/29/22		1,854.80		1,854.80
								1,854.80		1,854.80
E0015262	05/12/22	Outst	0107686	Mrs. Blanca E. Jara	V0162603	05/03/22		762.06		762.06
								762.06		762.06
E0015263	05/12/22	Outst	0211634	Elisa McKinley	V0162715	05/11/22		5,500.00		5,500.00
								5,500.00		5,500.00
E0015264	05/12/22	Outst	0002697	Dr. Keith McLaughlin	V0162646 V0162720			1,817.97 42.85		1,817.97 42.85
								1,860.82		1,860.82
E0015265	05/12/22	Outst	0206101	Kevin W. McManaman	V0162656 V0162717	, ,		105.81 109.90		105.81 109.90
								215.71		215.71

500.00

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Check Number		Check Status		Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015266	05/12/22	Outst	0023364	Nichole Melka	V0162718	05/11/22		168.00		168.00
								168.00		168.00
E0015267	05/12/22	Outst	0201146	Diogo A. Sida	V0162719	05/11/22		168.00		168.00
								168.00		168.00
E0015268	05/12/22	Outst	0212851	Get Moore Softball	V0157643	02/04/22		2,000.00		2,000.00
								2,000.00		2,000.00
E0015269	05/12/22	Outst	0001161	State Univ Retirement Sy	V0162838	05/13/22		77,754.83		77,754.83
								77,754.83		77,754.83
E0015270	05/12/22	Outst	0209135	Omni Financial Group, In	V0162833	05/13/22		9,082.16		9,082.16
								9,082.16		9,082.16
E0015271	05/13/22	Outst	0212424	Kathryn M. Watkins	V0162989	05/13/22	B0004305	2,200.00		2,200.00
								2,200.00		2,200.00
E0015273	05/19/22	Outst	0193694	Angelica C. Alvarado	V0163016	05/16/22		500.00		500.00
								500.00		500.00
E0015274	05/19/22	Outst	0177457	Mr. Manuel H. Becerra	V0151427	10/13/21		1,750.00		1,750.00
								1,750.00		1,750.00
E0015275	05/19/22	Outst	0079155	Dr. Stanley S. Fields		05/16/22 05/16/22		74.27 133.69		74.27 133.69
								207.96		207.96
E0015276	05/19/22	Outst	0183588	Heather Huldin	V0162820	05/12/22		125.00		125.00
								125.00		125.00
E0015277	05/19/22	Outst	0107686	Mrs. Blanca E. Jara	V0162725 V0162726	05/11/22 05/11/22		23.46 5.58		23.46 5.58
								29.04		29.04
E0015278	05/19/22	Outst	0190211	Jesus A. Luna	V0162599	05/03/22		500.00		500.00

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Check Number		Check Status		Payee Name	Voucher ID		PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015279	05/19/22	Outst	0208914	Janice Marshall	V0157039	01/19/22		3,000.00		3,000.00
							-	3,000.00		3,000.00
E0015280	05/19/22	Outst	0017224	Ms Gabriela Mata	V0162919	05/12/22		270.00		270.00
							-	270.00		270.00
E0015281	05/19/22	Outst	0000776	Mrs. Mireya Perez	V0162873	05/12/22		42.19		42.19
							-	42.19		42.19
E0015282	05/19/22	Outst	0160605	Ms Rebecca M. Primm	V0162693	05/10/22		145.87		145.87
							-	145.87		145.87
E0015283	05/19/22	Outst	0000953	Ms. Liliana Raygoza	V0162663 V0162821			1,875.45		1,875.45 1,322.35
					VU102021	05/12/22	-	1,322.35 		3,197.80
F0015284	05/19/22	Outst	0202845	Alan H. Reyes	V0162570	05/02/22		137.76		137.76
E0013201	03/13/22	ouese	0202013	Aldi II. Reyes	V0102370	03/02/22	-	137.76 		137.76
E0015285	05/19/22	Outst	0181767	Ms Maria Sanchez Anderso	V0163013	05/16/22		56.42		56.42
10013203	03/13/22	ouese	0101707	The Facility Balleties Infacility	V0103013	03/10/22	-	56.12 56.42		56.42
E0015286	05/19/22	Outst	0176638	Monica Sanchez-Torres	V0162665	05/09/22		144.47		144.47
							-	144.47		144.47
E0015287	05/19/22	Outst	0190102	Ms. Brandie N. Windham	V0163010	05/13/22		41.98		41.98
	, ,						-			41.98
E0015288	05/19/22	Outst	0212851	Get Moore Softball	V0163019	05/16/22		304.91		304.91
							-	304.91		304.91
E0015336	05/25/22	Outst	0202517	Mr. Diego U. Aleman Sant	V0163003	05/13/22		7.50		7.50
					V0163005			100.00		100.00
						05/13/22		69.90		69.90
						05/13/22 05/13/22		68.95 159.52		68.95 159.52
					A0T03000	03/13/22	-			
								405.87		405.87
E0015337	05/25/22	Outst	0166671	Ms. Cara A. Bonick	V0163141	05/19/22	-	39.43		39.43

	Bank (Code:	01	General	Checking
GL					000-110000000

Check Number		Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								39.43		39.43
E0015338	05/25/22	Outst	0159466	Ms. Isabel Cervantes	V0163153	05/23/22		45.49		45.49
							•	45.49		45.49
E0015339	05/25/22	Outst	0212809	Joshua Daniels	V0163198	05/23/22		2,000.00		2,000.00
								2,000.00		2,000.00
E0015340	05/25/22	Outst	0200047	Ms. Carissa Davis	V0163012	05/14/22		362.50		362.50
								362.50		362.50
E0015341	05/25/22	Outst	0107686	Mrs. Blanca E. Jara	V0163157 V0163158 V0163159	05/23/22		275.00 40.00 89.97		275.00 40.00 89.97
							•	404.97		404.97
E0015342	05/25/22	Outst	0017224	Ms Gabriela Mata	V0163030 V0163031			117.29 264.63		117.29 264.63
								381.92		381.92
E0015343	05/25/22	Outst	0002697	Dr. Keith McLaughlin	V0163164 V0163199			67.72 500.00		67.72 500.00
								567.72		567.72
E0015344	05/25/22	Outst	0206101	Kevin W. McManaman	V0163165	05/23/22		725.08		725.08
								725.08		725.08
E0015345	05/25/22	Outst	0199309	Jason Nichols	V0163018 V0163163			366.35 497.00		366.35 497.00
								863.35		863.35
E0015346	05/25/22	Outst	0193779	Gabriela Pesantez	V0163142	05/19/22		500.00		500.00
								500.00		500.00
E0015347	05/25/22	Outst	0194866	Ms. Randi Ploszaj	V0162662	05/09/22		51.50 		51.50
								51.50		51.50
E0015348	05/25/22	Outst	0202845	Alan H. Reyes	V0163145	05/19/22		68.64 		68.64
								68.64		68.64

02 Jun 2022 11:52 Period 05/01/2022 - 05/31/2022

Check			Vendor			Voucher		Voucher	Cash Disc	Check
Number	Date	Status	ID	Payee Name	ID	Date	Number	Amount	Amount	Amount
E0015349	05/25/22	Outst	0209907	Alicia Salinas	V0163143	05/19/22		500.00		500.00
								500.00		500.00
E0015350	05/25/22	Outst	0199375	Ms. Erin Strauts	V0163166	05/23/22		660.00		660.00
								660.00		660.00
E0015351	05/25/22	Outst	0199729	Miss Laura G. Valdez	V0163179	05/23/22		128.72		128.72
								128.72		128.72
E0015352	05/25/22	Outst	0158266	Mr. Christopher J. Wido	V0149069	08/27/21		3,000.00		3,000.00
					V0163154	05/23/22		284.16		284.16
								3,284.16		3,284.16
E0015353	05/25/22	Outst	0190102	Ms. Brandie N. Windham	V0163034	05/18/22		16.73		16.73
					V0163035	05/18/22		169.74		169.74
								186.47		186.47
E0015354	05/26/22	Outst	0209135	Omni Financial Group, In	V0163325	05/31/22		8,612.60		8,612.60
								8,612.60		8,612.60
E0015355	05/31/22	Outst	0001161	State Univ Retirement Sy	V0163330	05/31/22		74,982.67		74,982.67
								74,982.67		74,982.67
E0015356	05/26/22	Outst	0183910	Ms Vickie L. Gukenberger	V0163213	05/24/22	в0004307	2,183.07		2,183.07
								2,183.07		2,183.07
E0015357	05/26/22	Outst	0212424	Kathryn M. Watkins	V0163285	05/26/22	в0004305	2,037.06		2,037.06
								2,037.06		2,037.06
E0015358	05/26/22	Outst	0207194	DD's Operations LLC	V0163281	05/26/22	в0004588	1,750.00		1,750.00
								1,750.00		1,750.00
								======== = = = = = = = = = = = = = = =		======================================
								1,110,337.24		1,170,331.24

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,448,557.24	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,448,557.24
			1,448,557.24	1,448,557.24

Morton College Over 10K Report May 2022

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Amazon Capital Services	5/13/2022	0105697	EXEMPT	\$4,985.69	Camp Supplies
Amazon Capital Services	5/31/2022	0105978	EXEMPT	\$17,912.20	Art Supplies
AMV, LLC	5/31/2022	0105979	EXEMPT	\$47,480.00	Baseball Dugouts
Apple, Inc.	5/13/2022	0105699	EXEMPT	\$12,049.00	AppleCare+
Ashlaur Construction Company, Inc.	5/13/2022	0105700	10/27/2021	\$283,829.07	Student Services App 3
CDW-Government, Inc	5/13/2022	0105872	EXEMPT	\$5,650.93	Computer and Monitor
CDW-Government, Inc	5/31/2022	0105987	EXEMPT	\$20,382.00	Computer & Monitor
ComEd	5/31/2022	0105995	EXEMPT	\$17,943.63	Light Energy
ComEd	5/31/2022	0105996	EXEMPT	\$548.78	Energy Services
Del Galdo Law Group, LLC	5/13/2022	0105721	8/25/2021	\$30,957.50	Attorney Fees
Demonica Kemper Architects	5/31/2022	0105997	11/17/2021	\$52,703.40	Hawthorne Field Fence Rep
Do All Fence Co., Inc	5/31/2022	0105999	8/25/2021	\$52,125.00	Netting for SB & BB Field
Dyopath LLC	5/13/2022	0105805	3/23/2022	\$47,143.85	Credit CPI Increase
First Midwest Bank	5/23/2022	0105938	EXEMPT	\$10,540.10	AACC Conference
Freepoint Energy Solutions, LLC.	5/31/2022	0106003	11/18/2020	\$26,167.17	Energy Services
Game One	5/13/2022	0105736	7/22/2020	\$11,527.84	Nike Tee
Game One	5/31/2022	0106004	7/22/2020	\$15,275.28	Design 891116
Huff Company	5/31/2022	0106006	9/22/2021	\$49,900.00	Ceiling Baffles
Konica Minolta Bus Solut	5/31/2022	0106011	12/15/2021	\$55,675.18	Maintenance
Lo Destro Construction Company	5/13/2022	0105754	EXEMPT	\$25,123.00	Ceiling Repair
Omni Financial Group, Inc.	5/12/2022	E0015270	4/28/2021	\$9,082.16	Payroll Deductions
Omni Financial Group, Inc.	5/26/2022	E0015354	4/28/2021	\$8,612.60	Payroll Deductions
Paisans Pizza	5/13/2022	0105762	EXEMPT	\$9,149.15	10-grilled veggie
Paisans Pizza	5/31/2022	0106025	EXEMPT	\$7,986.53	Adv Committee Lunch
Softdocs SC LLC	5/13/2022	0105769	3/23/2022	\$99,760.00	Etrieve Cloud
State Univ Retirement Systems	5/12/2022	E0015269	EXEMPT	\$77,754.83	Payroll Deductions
State Univ Retirement Systems	5/31/2022	E0015355	EXEMPT	\$74,982.67	Payroll Deductions
Watermark Insights, LLC	5/31/2022	0106039	4/27/2022	\$17,860.50	Watermark Cur Str Catalog
			Total Paid	1,093,108.06	

Morton Community College FY22 Budget Report For 11 Month Ending May 31, 2022



Morton Community College Budget Report Summary May 31, 2022

May 31, 2022									
							Budget		
Funds		Actual		Budget	%		Remaining		
Education Fund									
Revenue	\$	26,848,851	\$	29,127,709	92.2%	\$	2,278,858		
Expenditures	Ą	(20,864,803)	Ą	(29,127,709)	71.6%	۲	(8,262,906)		
Net	\$	5,984,048	\$	(23,127,703)	71.070	\$	(5,984,048)		
Het	Y	3,304,040	Y			Y	(3,304,040)		
Operations & Maintenance Fund									
Revenue	\$	3,820,267	\$	2,927,600	130.5%	\$	(892,667)		
Expenditures		(2,332,186)		(2,927,065)	79.7%		(594,879)		
Net	\$	1,488,081	\$	535		\$	(1,487,546)		
Restricted Purpose Fund									
Revenue	\$	15,444,626	\$	31,190,042	49.5%	\$	15,745,416		
Expenditures	Y	(14,246,381)	Y	(31,193,528)	45.7%	Y	(16,947,147)		
Net	\$	1,198,245	\$	(3,486)	43.770	\$	(1,201,731)		
THE CONTRACTOR OF THE CONTRACT	Y	1,130,213	Ψ.	(3, 133)		7	(1,201,701)		
Audit Fund									
Revenue	\$	70,361	\$	72,950	96.5%	\$	2,589		
Expenditures		(5,000)		(81,600)	6.1%		(76,600)		
Net	\$	65,361	\$	(8,650)		\$	(74,011)		
Liability, Protection & Settlement Fund									
Revenue	\$	768,135	\$	811,916	94.6%	\$	43,781		
Expenditures	•	(815,826)	,	(1,227,500)	66.5%	*	(411,674)		
Net	\$	(47,691)	\$	(415,584)		\$	(367,893)		
General Bond Obligation Fund									
Revenue	\$	757,950	\$	675,628	112.2%	\$	(82,322)		
Expenditures		(474,475)		(646,575)	73.4%		(172,100)		
Net	\$	283,475	\$	29,053		\$	(254,422)		
Operations & Maintenance (Restricted) Fund									
Revenue	\$	(45,306)	\$	6,366,308	-0.7%	\$	6,411,614		
Expenditures		(1,897,666)		(6,366,308)	29.8%		(4,468,642)		
Net	\$	(1,942,972)	\$	-		\$	1,942,972		
All Funds									
Revenue	\$	47,664,884	\$	71,172,153	67.0%	\$	23,507,269		
Expenditures		(40,636,337)		(71,570,285)	56.8%	\$	(30,933,948)		
Net	\$	7,028,547	\$	(398,132)		\$	(7,426,679)		

EDUCATION FUND REVENUE May 31, 2022

Way 31, 2022	Actual	Budget		%	Budget Remaining	
REVENUE						
REVENUE						
LOCAL GOVERNMENT						
Property taxes	\$ 7,282,304	\$	7,649,000	95.2%	\$	366,696
Total Local Government	\$ 7,282,304	\$	7,649,000		\$	366,696
CORPORATE PERSONAL PROPERTY TAXES	\$ 1,689,735	\$	750,000	225.3%	\$	(939,735)
SURS HEALTH - ON BEHALF PAYMENTS	\$ -	\$	-	0.0%	\$	-
STATE GOVERNMENT						
ICCB credit hour grants	\$ 2,350,897	\$	2,314,560	101.6%	\$	(36,337)
ICCB equalization grants	4,319,233		4,570,045	94.5%		250,812
CTE formula grant	173,082		160,000	0.0%		(13,082)
Total State Government	\$ 6,843,212	\$	7,044,605		\$	201,393
STUDENT TUITION AND FEES						
Tuition	\$ 9,266,125	\$	9,859,300	94.0%	\$	593,175
Fees	1,718,469		2,182,504	78.7%		464,035
Other	 		1,300,000	0.0%		1,300,000
Total Tuition and Fees	\$ 10,984,594	\$	13,341,804		\$	2,357,210
MISCELLANEOUS						
Sales and service fees	\$ 28,589	\$	252,300	11.3%	\$	223,711
Investment revenue	20,418		60,000	34.0%		39,582
Nongovernmental gifts & scholarships	 		30,000	0.0%		30,000
Total Other Sources	\$ 49,007	\$	342,300		\$	293,293
Total Revenue	\$ 26,848,852	\$	29,127,709	92.2%	\$	2,278,857
Transfers in	\$ 	\$	-	0.0%	\$	
Total Revenue and Transfers in	\$ 26,848,852	\$	29,127,709	92.2%	\$	2,278,857

EDUCATION FUND EXPENDITURES May 31, 2022

Way 31, 2022		Actual		Budget	%		Budget maining
EXPENDITURES							
By Program:							
Instruction							
	\$	7 771 400	Ļ	0 600 742	90 49/	ė	010 224
Salaries Employee honofits	Ş	7,771,409	\$	8,689,743	89.4%	\$	918,334
Employee benefits Contractual services		704,492		850,262	82.9% 61.9%		145,770
		231,314		373,500			142,186
Material and supplies		225,487		593,950	38.0%		368,463
Conferences and meetings		26,184		61,785	42.4%	-	35,601
Total Instruction		8,958,886	_	10,569,240	84.8%	-	1,610,354
Academic Support							
Salaries		967,124		1,240,696	78.0%		273,572
Employee benefits		120,372		265,380	45.4%		145,008
Contractual services		169,984		303,000	56.1%		133,016
Material and supplies		146,344		341,280	42.9%		194,936
Conferences and meetings		11,265		26,100	43.2%		14,835
Fixed charges		75,222		80,000	94.0%		4,778
Other Expenditures		-		1,000	0.0%		1,000
Total Academic Support		1,490,311	_	2,257,456	66.0%		767,145
Student Services							
Salaries		1,714,668		2,121,429	80.8%		406,761
Employee benefits		218,178		296,988	73.5%		78,810
Contractual services		146,814		231,000	63.6%		84,186
Material and supplies		28,598		164,750	17.4%		136,152
Conferences and meetings		42,646		88,650	48.1%		46,004
Fixed charges		16,658		21,500	77.5%		4,842
Total Student Services		2,167,562	_	2,924,317	74.1%		756,755
Public Service/Continuing Education							
Salaries		238,016		246,224	96.7%		8,208
Employee benefits		34,212		54,745	62.5%		20,533
Contractual services		67,344		217,000	31.0%		149,656
Material and supplies		9,202		26,200	35.1%		16,998
Conferences and meetings		3,284		5,250	62.6%		1,966
Other tuition/fee waiver		2,814		5,000	56.3%		2,186
Total Public Service/Continuing Education		354,872		554,419	64.0%		199,547
Auxiliary Services							
Salaries		214,299		220,425	97.2%		6,126
Employee benefits		37,633		42,026	89.5%		4,393
Contractual services		546,184		646,500	84.5%		100,316
Material and supplies		472,136		485,000	97.3%		12,864
Conferences and meetings		201,679		210,000	96.0%		8,321
Fixed charges		26,466		51,500	51.4%		25,034
Total Auxiliary Services		1,498,397	=	1,655,451	90.5%		157,054

EDUCATION FUND EXPENDITURES May 31, 2022

	Actual Budget		Budget	%	Budget Remaining		
EXPENDITURES							
Institutional Support							
Salaries	\$	2,057,080	\$	2,579,647	79.7%	\$	522,567
Employee benefits		358,380		511,879	70.0%		153,499
Contractual services		1,080,009		1,500,000	72.0%		419,991
Material and supplies		463,265		844,800	54.8%		381,535
Conferences and meetings		155,152		215,000	72.2%		59,848
Fixed charges		48		1,500	3.2%		1,452
Other		88,522		140,000	63.2%		51,478
Total Institutional Support		4,202,456	_	5,792,826	72.5%	_	1,590,370
Scholarships, Student Grants & Waivers							
Student grants and scholarships		2,192,316		1,529,000	143.4%		(663,316)
Total Scholarships, Student Grants & Waivers		2,192,316		1,529,000	143.4%		(663,316)
Contingencies		-		345,000	0.0%		345,000
Total Expenditures	\$	20,864,800	\$	25,627,709	81.4%	\$	4,762,909
Transfers out		-		3,500,000	0.0%		3,500,000
Total Expenditures and Transfers out		\$20,864,800	\$	29,127,709	71.6%	\$	8,262,909

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES May 31, 2022

		Actual		Budget	%		Budget emaining
REVENUE							
LOCAL GOVERNMENT							
Property taxes	\$	1,417,014	\$	1,498,600	94.6%	\$	81,586
CORPORATE PERSONAL PROPERTY TAXES		1,689,735	_	750,000	225.3%		-939,735
STATE GOVERNMENT							
ICCB equalization grants		650,000.00		650,000	100.0%		-
STUDENT FEES							
Fees		65,714		<u> </u>	0.0%		-65,714
Total Student Fees		65,714	=	0	0.0%		-65,714
MISCELLANEOUS							
Sales and service fees		20		5,000	0.4%		4,980
Facilities		-		14,000	0.0%		14,000
Investment revenue		-2,217		10,000	-22.2%		12,217
Total Miscellaneous	_	-2,197	_	29,000	-7.6%		31,197
Transfers in		-		<u>-</u>	-		-
Total Revenue	\$	3,820,266	\$	2,277,600	167.7%	\$	(892,666)
EXPENDITURES							
By Program:							
Operations and Maintenance of Plant							
Salaries		\$1,153,419		\$1,267,024	91.0%		\$113,605
Employee benefits		136,917		199,041	68.8%		62,124
Contractual services		367,861		465,000	79.1%		97,139
Material and supplies		70,700		153,500	46.1%		82,800
Conferences and meetings		862		6,500	13.3%		5,638
Utilities		600,571		814,000	73.8%		213,429
Capital outlay Other		1,857		12,000 10,000	15.5% 0.0%		10,143 10,000
Total Operations and Maintenance of Plant	-	2,332,187		2,927,065	79.7%	-	594,878
Total operations and Maintenance of Fight		2,332,107		2,321,003	13.170		334,070
Total Expenditures	\$	2,332,187	\$	2,927,065	79.7%	\$	594,878

RESTRICTED PURPOSE FUND REVENUE May 31, 2022

May 31, 2022				Budget
_	Actual	Budget	%	Remaining
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	575,299	\$705,975	81.5%	130,676
ISBE grant revenue- other	222,078	264,701	83.9%	42,623
Other Sources	53,487	3,733,486	1.4%	3,679,999
Total State Government	850,864	4,704,162	18.1%	3,853,298
FEDERAL GOVERNMENT				
ICCB - adult education	139,215	391,998	35.5%	252,783
Department of education	14,451,186	26,073,258	55.4%	11,622,072
Other	3,361	20,623	0.0%	17,262
Total Federal Government	14,593,762	26,485,879	55.1%	11,639,334
Total Revenue	\$ 15,444,626	\$ 31,190,041	49.5%	\$ 15,492,632

RESTRICTED PURPOSE FUND EXPENDITURES May 31, 2022

Way 31, 2022					Budget
	Actual	Budget	%	R	Remaining
<u>EXPENDITURES</u>					
By Program:					
Instruction					
Salaries	\$ 1,005,679	\$ 1,143,249	88.0%	\$	137,570
Employee benefits	142,132	2,072,446	6.9%		1,930,314
Contractual services	38,434	71,196	54.0%		32,762
Material and supplies	168,013	295,921	56.8%		127,908
Conferences and meetings	2,605	4,340	60.0%		1,735
Other Fixed Charges	7,800	17,936	43.5%		10,136
Student grants and scholarships	 12,225	 21,954	55.7%		9,729
Total Instruction	 1,376,888	3,627,042	38.0%		2,250,154
Academic Support					
Employee benefits	-	250,000	0.0%		250,000
Total Academic Support	-	250,000	0.0%		250,000
Student Services					
Salaries	157,329	544,113	28.9%		386,784
Employee benefits	29,791	496,593	6.0%		466,802
Other Contract Services	54,257	303,155	17.9%		248,898
Material and supplies	299,904	908,444	33.0%		608,540
Conferences and meetings	24,267	106,212	22.8%		81,945
Fixed charges	-	100	0.0%		100
Student grants and scholarships	 109,189	267,045	40.9%		157,856
Total Student Services	 674,737	 2,625,662	25.7%		1,950,925
Public Service/Continuing Education					
Salaries	189,546	213,265	88.9%		23,719
Employee benefits	40,383	130,475	31.0%		90,092
Contractual services	2,376	1,800	132.0%		(576)
Material and supplies	97	2,261	4.3%		2,164
Conferences and meetings	6,853	14,900	46.0%		8,047
Total Public Service/Continuing Education	 239,255	362,701	66.0%		123,446

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES May 31, 2022

may 31, 2022	Actual	Budget	%	Budget Remaining	
Auxiliary Services					
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000	
Total Auxiliary Services	-	125,000	0.0%	125,000	
Operations and Maintenance of Plant					
Employee benefits		450,000	0.0%	450,000	
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000	
Institutional Support					
Salaries	101,258	90,000	112.5%	(11,258)	
Employee benefits	24,869	420,000	5.9%	395,131	
Contractual services	568,620	1,000,000	56.9%	431,380	
Materials and supplies	840,729	2,791,884	30.1%	1,951,155	
Other Fixed Charges	119,959	644,444	18.6%	524,485	
Capital Outlay	339,088	3,001,825	11.3%	2,662,737	
Student grants and waivers	43,058	250,000	17.2%	206,942	
Total Institutional Support	2,037,581	8,198,153	24.9%	6,160,572	
Scholarships, Student Grants & Waivers					
Salaries	101,397	131,529	77.1%	30,132	
Student grants and scholarships	9,816,521	15,423,440	63.6%	5,606,919	
Total Scholarships, Student Grants & Waivers	9,917,918	15,554,969	63.8%	5,637,051	
Total Expenditures	\$ 14,246,379	\$ 31,193,527	45.7%	\$ 16,947,148	

		<u>Actual</u>	<u>E</u>	Budget	<u>%</u>	udget maining
REVENUE						
LOCAL GOVERNMENT Property taxes	\$	70,360	\$	72,900	96.5%	\$ 2,540
MISCELLANEOUS Investment revenue	_	<u>-</u>		50	0.0%	 50
<u>Total Revenue</u>	\$	70,360	\$	72,950	96.4%	\$ 2,590
<u>Transfers in</u>		-		-	0.0%	-
Total Revenue and Transfers in	\$	70,360	\$	72,950	96.4%	\$ 2,590
EXPENDITURES By Program: Institutional Support						
<u>Contractual services</u>		5,000		81,600	6.1%	76,600
Total Expenditures	\$	5,000	\$	81,600	6.1%	\$ 76,600

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES May 31, 2022

	Actual	Budget	%	Budget emaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 768,126	\$ 811,816	94.6%	\$ 43,690
ANCOPILANTONS	_		_	
MISCELLANEOUS Investment revenue	 10	 100	10.0%	 90
Total Revenue	\$ 768,136	\$ 811,916	94.6%	\$ 43,780
<u>EXPENDITURES</u>				
By Program:				
Instruction	405.440	425.000	70.40/	
Employee benefits	105,442	135,000	78.1%	29,558
Total Instruction	 105,442	135,000	78.1%	29,558
Academic Support				
Employee benefits	12,109	16,500	73.4%	4,391
Student Services				
Employee benefits	20,949	20,500	102.2%	(449)
Total Academic Support	 20,949	20,500	102.2%	 (449)
Public Service/Continuing Education				
Employee benefits	 3,596	7,500	47.9%	3,904
Auxiliary Services				
Employee benefits	 2,461	4,500	54.7%	 2039
Operations and Maintenance of Plant				
Salaries	149,053	350,000	42.6%	200,947
Employee benefits	15,322	23,500	65.2%	8,178
Total Operations and Maintenance of Plant	 164,375	373,500	44.0%	 209,125
Institutional Support				
Employee benefits	33,971	75,000	45.3%	41,029
Contractual services	177,446	200,000	88.7%	22,554
Other Fixed Charges	295,476	395,000	74.8%	99,524
Total Institutional Support	 506,893	670,000	75.7%	 163,107
Total Expenditures	\$ 815,825	\$ 1,227,500	66.5%	\$ 411,675

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES May 31, 2022

	A	ctual	Budget	%	Budg Remai	
REVENUE		-				8
LOCAL GOVERNMENT						
Property taxes	\$	757,942	\$ 675,528	112.2%	\$	(82,414)
MISCELLANEOUS						
Investment revenue		8	100	8.0%		92
Total Revenue		757,950	675,628	112.2%		(82,322)
EXPENDITURES						
By Program:						
Institutional Support						
Fixed charges		474,475	646,575	73.4%		172,100
TRANSFERS OUT		<u> </u>	-	0.0%		
<u>Total Expenditures</u>	\$	474,475	\$ 646,575	73.4%	\$	172,100

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES May 31, 2022

				Budget
	Actual	Budget	%	Remaining
REVENUE				
STATE GOVERNMENT				
Capital Development Board	-	2,866,308	0.0%	2,866,308
Total		2,866,308	0.0%	2,866,308
OTHER SOURCES		= =====================================		
Bonds		-	0.0%	-
Investment Interest	(45,306	-	0.0%	45,306
Total	(45,306) -	#DIV/0!	45,306
				
TRANSFERS IN	\$ -	\$ 3,500,000	0.0%	\$ 3,500,000
Total Revenue and Transfers in	\$ (45,306	\$ 6,366,308	-0.7%	\$ 6,411,614
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services	99,216	100,000	99.2%	784
Capital outlay	1,798,450	6,266,308	28.7%	4,467,858
Total Operation and Maintenance of Plant	1,897,666	6,366,308	29.8%	4,468,642
Total Expenditures	\$ 1,897,666	\$ 6,366,308	29.8%	\$ 4,468,642

Morton College Treasurer's Report

Month Ending: May 2022

Institution	Purchased	Principal	Rate	Туре	Maturity
The Illinois Funds, Springfield	I				
	1-May-06	\$10,659,633.11	0.0100%	TIF Prime Fund	31-May-22
First Midwest Bank	11-Mar-20	\$ 251,534.75	1.0940%	CD	31-May-22
First Midwest Bank	11-Mar-20	\$ 251,534.75	1.0940%	CD	31-May-22
	Sum	\$11,162,702.61			
Grand Total		\$ 11,162,702.61			

PROPOSED ACTION: THAT THE BOARD APPROVE CONTINUED MEMEBERSHIP IN THE ILLINOIS COMMUNITY COLLEGE ONLINE (ILCCO) FOR FY 22-23 AT A COST OF \$500.

RATIONALE: [Required by Board Policy 2.10]

Illinois Community Colleges Online (ILCCO) is a consortium of Illinois community colleges working together to provide leadership, facilitate collaboration and share resources in online and technology-enhanced education.

MEMBERSHIP BENEFITS INCLUDE:

- Network and collaborate with member colleges in providing leadership and support in developing and promoting high quality online education in Illinois.
- Numerous opportunities for online instructors and staff to participate in professional development at no additional cost.
- Increase efficient use of your college's resources through sharing high quality online courses and programs.

COST ANALYSIS: Membership Fee \$500 – FY 22-23

ATTACHMENTS: None



Illinois Community College Board

INVOICE

Nicholas Hryhorczuk Morton College 3801 S. Central Avenue, Cicero IL 60804

DATE: June 2, 2022

The Illinois Community College Board is requesting payment of \$500.00 for Illinois Community College Online (ILCCO) membership fees.

DUE	DESCRIPTION	TERM	AMOUNT DUE
July 31, 2022	ILCCO Annual Membership Fee	7/1/2022 to 6/30/2023	\$500.00

The Illinois Community College Board's Employer Identification Number is 33-1000-747. Its tax-exempt number is E9988477106.

Remit payment to:

Illinois Community College Board ATTN: Jeff Newell, Deputy Director for Strategic Initiatives 401 East Capitol Avenue Springfield IL 62701-1711 jeff.newell@illinois.gov (217) 558-2066 PROPOSED ACTION: THAT THE BOARD APPROVE CONTINUED MEMEBERSHIP IN THE ILLINOIS CONSORTIUM FOR INTERNATIONAL STUDIES AND PROGRAMS (ICISP) FOR FY 23 AT A COST OF \$750.

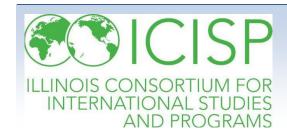
RATIONALE: [Required by Board Policy 2.10]

Illinois Consortium for International Studies and Programs membership is open to all Illinois public and private two-year Colleges. Membership allows the college to offer students the opportunity to study programs in several foreign countries (Austria, Costa Rica, England, France, Ireland & Spain). ICISP provides leadership in international education and cultural diversity throughout Illinois and contiguous states. It offers cost-effective programs, services, and opportunities for faculty and staff as well as students. Faculty and staff, for instance, participated in 2-week professional development exchanges.

COST ANALYSIS: Membership Fee \$750 – FY 23

ATTACHMENTS: None





DATE: MAY 5, 2022

ICISP, c/o Karen Huber Heartland Community College 1500 West Raab Road Normal, IL 61761-9446

Phone: (309)-268-8664 Fax (309)-268-7981 E-mail: karen.huber@heartland.edu

TO Morton College Attention: Brandie Windham 3801 Central Avenue Cicero, Illinois 60804

DUE DATE

July 1, 2022

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	ICISP Dues FY23	\$750	\$750
		SUBTOTAL	\$750
		CREDIT	
		TOTAL DUE	\$750

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE CONTINUED ILLINOIS GREEN ECONOMY NETWORK (IGEN) FY 22-23 ANNUAL MEMBERSHIP FOR AN ANNUAL FEE OF \$10,000, AS SUBMITTED.

RATIONALE: [Required by Board Policy 2.10]

Benefits of IGEN membership include:

- **\$5,000** for activities, programs, and projects for education and training in energy efficiency and/or renewable energy (subject to approval by the IGEN administrative team)
- Eligible for **additional funding** for activities, programs, and projects for education and training in energy efficiency and/or renewable energy (subject to criteria and evaluation, based on budget limitations and grant requirements)
- **\$10,000** for offset salary for a designated liaison to coordinate and participate with the IGEN administrative team
- Access to consultant services and partnerships (as determined and identified by IGEN)
- Participation in the competition for grants within the scope of work as defined by the IGEN administrative team and Presidents' Steering Committee
- Assistance with efforts in sustainability from the IGEN administrative team
- Opportunity for at least one representative to attend the annual conference for the network with lodging at designated hotel and per diem reimbursed

COST ANALYSIS: \$10,000.00

ATTACHMENTS: Renewal Notice



June 1, 2022

Illinois Green Economy Network FY23 Annual Membership

Overview:

The Illinois Green Economy Network (IGEN) is a consortium open to all 39 Illinois community college districts, formed in 2008 through an intergovernmental agreement. IGEN's mission is to provide a platform for collaboration among all Illinois community colleges and their partners to drive growth of the clean energy economy and green workforce. IGEN's vision is for the Illinois community college system to be a global leader in transforming the economy and education for a sustainable future.

IGEN's approach leverages the power of a sustainability network with the community connections of individual colleges to expand deployment of clean energy technologies, increase employment opportunities, improve environmental and human health, foster community engagement, and accelerate market competitiveness. There are eight areas of focus that guide the work, including: building sciences, energy, manufacturing, natural resources, sustainable food, transportation, waste, and water resources. IGEN has successfully managed the implementation of numerous grant-funded sustainability-related initiatives and programs at Illinois community colleges statewide, totaling over \$30 million. IGEN is led by an administrative team that receives direction from a Presidents' Steering Committee. Heartland Community College serves as IGEN's administrative agent and Joliet Junior College serves as IGEN's fiscal agent.

Membership:

As members of the network, Illinois community college districts are eligible for funding and participation, as defined in the following table.

The following are the membership options for FY23 (July 1, 2022 – June 30, 2023):

- 1) General member: Any Illinois community college district is annually eligible to be a general member of the network. General members are required to commit to \$3,000 in annual dues*.
- 2) Member with lead status: Any member is annually eligible to achieve lead status. Lead status is granted to any member voluntarily contributing a minimum of \$7,000 annually, in addition to the required \$3,000 in annual dues. An annual commitment of at least \$10,000 is required to achieve membership with lead status.

Please review the below table for additional comparison information, including benefits and current members.

^{*}Note that annual dues from members are used to fund advocacy and legislative efforts for the network.

Membership Options	Annual Dues	Benefits*	Current Members (FY22)
General member	\$3,000	 \$5,000 for activities, programs, and projects for education and training in energy efficiency and/or renewable energy (subject to approval by the IGEN administrative team) Eligible for additional funding for activities, programs, and projects for education and training in energy efficiency and/or renewable energy (competitive process, subject to criteria and evaluation, and based on budget limitations and grant requirements) Access to consultant services and partnerships (as determined and identified by IGEN) Participation in the competition for grants within the scope of work as defined by the IGEN administrative team and Presidents' Steering Committee Assistance with efforts in sustainability from the IGEN administrative team Opportunity for at least one representative to attend the annual conference for the network with lodging at designated hotel covered or reimbursed 	- City Colleges of Chicago - Danville Area Community College - Elgin Community College - Harper College - Illinois Eastern Community Colleges - Illinois Valley Community College - John Wood Community College - Moraine Valley Community College - Moraine Valley Community College - Moraine Valley Community College - Parkland College - Parkland College - Rend Lake College - Richland Community College - Rock Valley College - Triton College - Waubonsee Community College
Member with lead status	\$10,000	 \$5,000 for activities, programs, and projects for education and training in energy efficiency and/or renewable energy (subject to approval by the IGEN administrative team) Eligible for additional funding for activities, programs, and projects for education and training in energy efficiency and/or renewable energy (competitive process, subject to criteria and evaluation, and based on budget limitations and grant requirements) \$10,000 for offset salary for a designated liaison to coordinate and participate with the IGEN administrative team Access to consultant services and partnerships (as determined and identified by IGEN) Participation in the competition for grants within the scope of work as defined by the IGEN administrative team and Presidents' Steering Committee Assistance with efforts in sustainability from the IGEN administrative team Opportunity for at least one representative to attend the annual conference for the network with lodging at designated hotel covered or reimbursed 	 Carl Sandburg College College of Lake County Heartland Community College John A. Logan College Joliet Junior College Kankakee Community College Lake Land College Lewis and Clark Community College Lincoln Land Community College McHenry County College Morton College Prairie State College Sauk Valley Community College Shawnee Community College Southwestern Illinois College

^{*}Benefits of membership are contingent on continued funding of the network.

Important Next Steps:

Please confirm your college district's membership status for FY23 by completing and returning the following form by **June 30.**

After confirming membership, IGEN's fiscal agent, Joliet Junior College, will distribute an invoice to be paid as soon as possible, followed by a contract/sub-award for funding and participation.

Please contact me with any questions.

Thank you!

Katie Davis
Director
Illinois Green Economy Network
Email: kdavis5@clcillinois.edu
Phone: (847) 543-2645



Illinois Green Economy Network FY23 Annual Membership: Letter of Commitment and Intent to Participate

The Illinois Green Economy Network (IGEN) is accepting enrollment from all Illinois community college districts to activate annual membership for FY23.

Please note, active membership is required for any funding and participation.

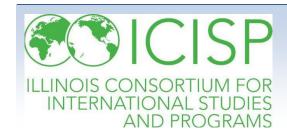
The following are the membership options for FY23 (July 1, 2022 – June 30, 2023):

- 1) General member: Any Illinois community college district is annually eligible to be a general member of the network. General members are required to commit to \$3,000 in annual dues.
- 2) Member with lead status: Any member is annually eligible to achieve lead status. Lead status is granted to any member voluntarily contributing a minimum of \$7,000 annually, in addition to the required \$3,000 in annual dues. An annual commitment of at least \$10,000 is required to achieve membership with lead status.

Please confirm a membership option/status and return to Katie Davis, Director, at kdavis5@clcillinois.edu by June 30.

☐ I select general membership for FY23 and commit to \$3,000 in annual dues.
☑ I select membership with lead status for FY23 and commit to \$3,000 in annual dues and an additional contribution of \$7,000, for an investment total of \$10,000.
☐ I decline active membership for FY23.
Morton College College District Name
Brandie Windham
Brandie Windham
Signature of Authorized College District Representative





DATE: MAY 5, 2022

ICISP, c/o Karen Huber Heartland Community College 1500 West Raab Road Normal, IL 61761-9446

Phone: (309)-268-8664 Fax (309)-268-7981 E-mail: karen.huber@heartland.edu

TO Morton College Attention: Brandie Windham 3801 Central Avenue Cicero, Illinois 60804

DUE DATE

July 1, 2022

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	ICISP Dues FY23	\$750	\$750
		SUBTOTAL	\$750
		CREDIT	
		TOTAL DUE	\$750

PROPOSED ACTION: THAT THE BOARD APPROVE CONTINUED MEMBERSHIP IN NATIONAL COUNCIL FOR STATE AUTHORIZATION RECIPROCITY AGREEMENTS (NC-SARA) FOR FY 22-23 AT A COST OF \$2000.

RATIONALE: [Required by Board Policy 2.10] The National Council for State Authorization Reciprocity (NC-SARA) is an agreement among member states, districts, and territories that establishes comparable national standards for interstate postsecondary for distance education.

MEMBERSHIP BENEFITS INCLUDE:

- Improves distance education program quality nationwide.
- Makes it easier for students to access distance education programs across state lines.
- Reduces costs and bureaucracy for states and institutions.
- Improves coordination between states on higher education opportunities.
- Provides valuable oversight of distance education programs.
- Shares out-of-state learning experience data like clinical hours and practice teaching.

COST ANALYSIS: Membership Fee \$2000 – FY 22-23 ATTACHMENTS: None



National Council for State Authorization Reciprocity Agreements

MHEC • NEBHE • SREB • WICHE

Federal Tax ID#: 47-4382124

NC-SARA 3005 Center Green Drive Suite 130 Boulder, CO 80301-2204

Billed To	Invoice Number	Invoice Total
Morton College	Invoice-05871	\$2,000.00
ATTN: Michelle Herrera	Invoice Date	
	June 17, 2022	

Payment Description	Amount
NC-SARA Participation Fee*	\$2,000.00
Late Fee**	\$0.00
Payments	\$0.00

Total \$2,000.00

Invoice Terms

The payment of this invoice will complete the SARA participation fee requirement for Morton College for a period of one year.

Current Participation Period

_

Payment is due by August 16, 2022

- * This payment does not replace any required fees by your SARA state portal entity.
- ** A 25% late fee will be applied after August 16, 2022 unless noted.

Please print and remit this page with your payment.

SARA participation will be confirmed by receipt of payment and confirmation letter by NC-SARA.

The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a) and 41 C.F.R.§ 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.



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 #	D	ate	Terms
	7801	6/22	2/2022	Due on receipt
Description				Amount
FY23 Illinois Community College Trustees Association Dues (ICCTA) - 1st Half			5,570.00	
Thank you for your continuing support!				
	7.4		Tota	\$5,570.00

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.



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 22, 2022

Dear ICCTA Member,

When we sent this letter last year, few of us envisioned another challenging year due to COVID. The difference this time around was demonstrated in the resilience of community colleges-an innate ability to survive and thrive. Across the State, we have observed our community colleges as beacons of excellence in their communities; always seeking to improve for the educational advancement of their students.

The Illinois General Assembly and the Governor were responsive to our requests for funding. A few highlights include an FY 2023 state budget included an historic higher education budget of \$2.24 billion – representing a \$248.5 million increase from last year and the largest increase in over 20 years. Additionally, \$122 million increase in the state's need-based student grants Monetary Award Program (MAP), a \$54.8 million (5 percent) increase in funding for public universities, and a \$13.2 million (5 percent) increase in funding for community colleges starting in the current fiscal year and continuing into FY 2023.

In addition to funding, we are constantly seeking innovative ways to meet the educational needs of students across the State. One such initiative has been funded by the Joyce Foundation. The grant enables us to make a data driven assessment about the feasibility of offering community college baccalaureates. Finally, we will continue our advocacy at the federal level to ensure that community colleges are appropriated with the funds they need and that we more fully address the needs of students, like mental health, housing and food insecurities.

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 2023, which begins on July 1, 2022. The invoice for the second half of FY23 dues will be emailed in December 2022.

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,

Jim Reed, Jr., J.D. Executive Director 217-528-2858 x103

Jin Reed

ireed@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)



What are the benefits of ICCTA membership?

Legislative advocacy

Tracking and monitoring of state and federal legislation • Continual lobbying and contact with legislators, state agencies, and other public officials • Testimony at legislative and congressional hearings • Drafting of bills and amendments • Networking and coalition-building with other education and grassroots organizations • Regular 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 • 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

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

Consultation

Direct access to ICCTA staff on board policy and performance, referenda campaigns, and related topics • Access to ICCTA's reference library • Board self-evaluation services • Referrals to outside consultants and search firms • Retreat leadership • Board self-evaluation facilitators

Local board input

Involvement with ICCTA Board of Representatives • Participation on ICCTA committees on Government Relations, Trustee Education, Finance, Diversity, Bylaws, and Awards • Regional trustee meetings and programs • Task forces • Coalitions • Member surveys • College visits by ICCTA staff • Toll-free number

Information and research services

E-mail updates • 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

Other services

Minimum Continuing Legal Education seminars for board attorneys • Amicus curiae briefs filed at appellate-court level • Policy handbook development • Professional development conference for presidential secretaries and assistants • ICCTA staff support for Presidents Council and Illinois Community College Board activities

THAT THE BOARD APPROVE THE RENEWAL OF THE CLINICAL AFFILATION AGREEMENT WITH <u>ANN & ROBERT H. LURIE CHILDREN'S</u> HOSPITAL OF CHICAGO FOR NURSING STUDENT CLINICALS

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, RESOLUTION, PROPOSED ACTION

RESOLUTION ADOPTING AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE, COMMUNITY COLLEGE DISTRICT 527 AND ANN & ROBERT H. LURIE CHILDREN'S HOSPITAL OF CHICAGO

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, Ann & Robert H. Lurie Children's Hospital of Chicago, a pediatric hospital (the "Facility"), may be a unit of local government and public agency of the State of Illinois; and
- WHEREAS, the educational program at Morton for Nursing ("Program") has a clinical component; and
- **WHEREAS**, each student enrolled in the Program must complete the clinical component in order to graduate from the Program; and
- **WHEREAS,** Morton desires to enter into an Affiliation 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 Re day of June 2022	gular Meeting of the Board of Trustees held this
Chair, Board of Trustees Illinois Community College District No. 527	
Attest:	
Secretary Board of Trustees	-

Illinois Community College District No. 527

MORTON COMMUNITY COLLEGE AFFILIATION AGREEMENT

Ann & Robert H. Lurie Children's Hospital of Chicago 225 East Chicago Avenue Chicago, Illinois 60611-2605

I. PARTIES AND PURPOSES

This Affiliation Agreement ("**Agreement**") is entered into this 10th day of June 2022, by between Ann & Robert H. Lurie Children's Hospital of Chicago ("**Facility**"), and Morton Community College ("**School**"). (For convenience, the Facility and School are sometime hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".)

The Parties agree that it is in their mutual interest and advantage that the students of the School's Nursing Program ("**Program**") be given the opportunity to supplement their academic preparation for the practice of the profession with clinical experience provided by the Facility. The Parties agree that by working together they will be contributing to the development of a highly qualified pool of nurses with an Associate degree in the Applied Science of Nursing.

II. MUTUAL RIGHTS AND RESPONSIBILITIES

- A. The Facility will accept students selected by the School for the period of clinical education and/or portions of professional work requiring clinical exposure and practice. The specific nature of the clinical experience shall be individually arranged by the School's Academic Coordinator of Clinical Education with the Facility's Coordinator of Clinical Education within the philosophy and objectives of the School and Facility.
- B. The time periods for each clinical rotation, and number of students assigned during any one clinical rotation, will be mutually agreed upon the School and the Facility.
- C. This Agreement is not a third-party beneficiary contract and confers no rights upon any student or employees of the Parties.
- D. It is understood that in the performance of the duties and obligations under this Agreement, that the School, its employees, students and agents are at all times acting as independent contractors.
- E. Neither the School nor the Facility shall be required to give the other any monetary compensation in connection with its participation and involvement in this Agreement.

- F. The School and the Facility each agree to obtain and maintain in force and effect during the term of this Agreement, general liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate. The School agrees to obtain and maintain in force and effect during the term of this Agreement professional liability/malpractice insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate, insuring the School and its students who will be working under this Agreement against claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damage to persons or property arising out of or in connection with the Program at the Facility. Where workers' compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation. The Facility agrees to obtain and maintain in force and effect during the term of this Agreement professional liability/malpractice insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate, insuring the Facility and its employees who will be working under this Agreement against claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damage to persons or property arising out of or in connection with the Program at the Facility. Further, Facility shall maintain workers' compensation insurance in amounts not less than that required by statute. Both Parties may be self-insured. The School and the Facility agree to furnish each other, upon request, appropriate certificates of insurance evidencing the above coverage and limits. In addition, both the School and the Facility agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days' advance written notice to the other Party. Failure of the School and the Facility to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement without any notice period.
 - G. 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 article of the Agreement shall survive the cancellation, expiration or termination of this Agreement.
 - H. **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.

III. SCHOOL RIGHTS AND RESPONSIBILITIES

A. The School will provide to the Facility the name, health status report (including evidence of immunization and certification in accordance with the

Facility requirements, including up to date status for communicable diseases and TB testing, and evidence of health care coverage) of each student enrolled in the program prior to the placement of a School student in the Facility. The School retains the right to revise any assignment prior to the student's entry into the Facility's clinical experience and at any time during the clinical experience.

- B. 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 do not participate at sites where students with such results are forbidden by Facility policy or by state or federal statutes and regulations.
- C. The School, in collaboration with the Facility, will develop written educational objectives for each student as well appropriate supervision. These objectives will be discussed with the student and a copy of these objectives will be given to the student.
- D. The School reserves the right to withdraw a student from his/her assigned clinical experience at the Facility when in the School's sole judgment the clinical experience does not meet the needs of the student.
- E. The School shall appoint and designate in writing, an Academic Coordinator of Clinical Education who will be the liaison representative from the School to the Facility and provide appropriate supervision for the program.
- F. The School maintains the right to have its representatives visit the Facility before and/or during the clinical experience and review all records and policies of the Facility relating to the providing of clinical experience by the Facility under this Agreement.
- G. The School will provide evidence to the Facility that the Hepatitis B immunization has been recommended to the student, and the School will provide training to its students in Blood Borne Pathogens, and the Universal Precautions as required by OSHA.
- H. The School shall notify each student that he/she is responsible for:
 - following all administrative policies, regulations, standards, and practices of the Facility, as well as those of the School, including reporting to the Facility on time;
 - 2. providing all necessary and appropriate uniforms required by the Facility;

- 3. providing his/her own transportation and living arrangement when not provided by the Facility;
- 4. providing additional information to the School and the Facility regarding specific educational needs of the student under the Americans with Disabilities Act;
- 5. signing the attached Confidentiality, Health Status and Liability Waiver prior to the start of the Program; and
- 6. obtaining prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience, including de-identified documents and patient information.
- I. The providing of the educational content of the Program, apart from the clinical experience covered by the Agreement, is solely the responsibility of the School.
- J. The School shall inform the student of the procedures for resolution of disputes over grades given in the clinical experience.
- K. 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 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 deidentify 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 any other personal information that could be used to identify a patient.
- L. As required by Facility, and as applicable, 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.

IV. FACILITY RIGHTS AND RESPONSIBILITIES

- A. 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. a Facility staff member shall have at least one (1) year of post-graduate clinical practice prior to assuming the role of a clinical instructor in the Program. Subject to the above, the Facility reserves the right to determine which staff participate in the clinical experience.
- B. The Facility agrees to provide an orientation to the students of the School, which shall include, but not be limited to:
 - 1. Pertinent departmental policies and procedures including documentation requirements, any treatment protocols in use by the Facility, and education on HIPAA guidelines;
 - 2. Emergency and safety procedures used by the Facility;
 - 3. Specific Facility program requirements for students during the clinical experience; and
 - 4. Tour of the Facility's physical plant.
- C. 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.
- D. The Facility will provide conference rooms and space for private individual counseling of students.
- E. In the event that a student is absent during the clinical experience in excess of three (3) days, the Facility shall either arrange for the student to make up the lost time or inform the School of its inability to make such arrangements. Except in emergencies, the Facility shall not grant leaves of absence from regular duties to students during their clinical placement without prior approval from the School.
- F. The Facility may refuse access to its clinical areas to School personnel or students who do not meet the Facility's standards for safety, health, or ethical conduct. The School and the Facility shall resolve all problem patient [situations in favor of the patient's welfare, and the Facility may restrict the

- student(s) involved to the role of observer and/or remove each student(s) from that patient situation until it can be resolved by the staff and the instructor.
- G. 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 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.
- H. The Facility shall designate in writing to the School the name and title(s) of the person(s) responsible for the Facility's Clinical Education Program, and shall submit to the School the curriculum vitae of that person and of other professional staff participating in the Clinical Educational Program.
- The Facility retains primary responsibility for patient care and treatment and for insuring that the services rendered by students under this Agreement are performed in a competent, efficient and satisfactory manner. At all times when the student is involved in direct patient care and treatment, the Facility shall provide supervision of each student by an appropriately trained member of Facility's staff.
- J. The Facility shall provide first aid and/or emergency care, at the student's expense, for illness or injuries to the student incurred while participating in the clinical experience. The Facility will notify the School as soon as possible in the event that a student becomes ill or is injured during a clinical experience, and will plan with the School any proposed changes in the Program.
- K. The Facility may immediately cancel, by providing notice to the student, prior to his/her next clinical day, and then in writing to the Academic Coordinator of Clinical Education, the clinical placement of any student whose performance is unsatisfactory, whose behavior the Facility deems to be a threat to the health or welfare of its patients, staff members, visitors, or operations, or whose health status is a detriment to the student's successful completion of the clinical education assignment. The Facility will provide the student and the School a written statement of the reasons for the cancellation. With such a cancellation, the Facility shall notify the Academic Coordinator of Clinical Education, and consult with him/her about the proposed action.
- L. 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.

M. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

V. TERMINATION

The term of this Agreement shall begin on **September 1st, 2022,** and will terminate on **August 31st, 2027**. Thereafter, the Agreement shall auto-renew in five (5) year increments on each successive fifth (5th) year anniversary. This Agreement may be terminated, at any time, by either Party giving written notice of such termination to the other at least sixty (60) days prior to the desired termination date. In the event that this Agreement is not renewed for a subsequent term, 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 herein set forth.

VI. ADDITIONAL TERMS

- A. **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.
- B. 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. The Facility shall make reasonable accommodations in its program to assure accessibility to students with disabilities.
- C. Force Majeure. Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, civil disorder, earthquakes, pandemics, or other acts of nature, curtailment of transportation services, or other emergency beyond such Party's reasonable control. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance hereunder continues for a period in excess of thirty (30) calendar days, the other Party shall have the right to terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party.

- D. After-enacted laws. If, prior to the cancellation, termination or expiration of this Agreement, any federal, state or local authority or regulatory body including, but not limited to, the Centers for Medicare and Medicaid, Department of Health and Human Services, or the Internal Revenue Service, determines that this Agreement is illegal or jeopardizes either Party's tax exempt status or otherwise materially affects either Party's business, then the affected Party shall give the other Party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If the Parties initiate no acceptable cure or remedy, then the affected Party may terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party
- E. **Assignment of Agreement**. This Agreement may not be assigned by either party without the prior written consent of the other Party, which will not be unreasonably withheld.
- F. **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.
- G. **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.
- H. **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.
- I. **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.
- J. 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:

Facility Legal Counsel at:
Ann & Robert H. Lurie Children's Hospital of Chicago
225 E. Chicago Ave., Box 261
Chicago, IL 60611
Attention: Legal Services
legalservices@luriechildrens.org

If to the School:

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

With a Copy to:

The School Legal Counsel at: DelGaldo Law Group, LLC 1441 S. Harlem Ave. Berwyn, IL 60402 Attention: School Counsel Facsimile: (708) 222-7001

- K. Agreement Binding on Parties, Successors and Assigns. 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. Entire Agreement; Waiver. 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.

VII. LIABILITY

It is understood and agreed that neither of the Parties to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless mutually

agreed upon by both Parties in this Agreement, or imposed by a court of competent jurisdiction, and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

VIII. MYCLINICALEXCHANGE

The Facility has implemented a Student Clinical Placement Program to administer and manage student placement at the Facility. The Facility's Student Clinical Placement Program is myClinicalExchange. School hereby acknowledges students whom participate in Facility's clinical program shall be required to register in myClinicalExchange. Students shall be required to complete the clinical placement requirements, including but not limited to, Facility's onboarding documentation and the submission of student's immunization records. Each student shall be responsible for payment of the myClinicalExchange then current annual registration fee, prior to participation in Facility's clinical program. To register in myClinicalExchange visit:

https://register.myclinicalexchange.com/StudentRegistration.aspx.

IX. Electronic Signatures

Each Party authorizes the other Party to affix an ink, electronic or digital signature to this Agreement, and agrees to be bound by a document so executed. The Parties agree that the ESIGN Act and Uniform Electronic Transaction Act recognizes digital signatures and each Party hereto agrees that if executed by digital signature, this Agreement shall be legally binding and effective. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including the Agreement, may be imaged and stored electronically, and such imaged documents may be introduced as evidence in any proceedings as if such were original business records, and neither Party shall contest their admissibility as evidence in any proceeding.

[SIGNATURE PAGE FOLLOWS]

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.

Attested by our signatures:

Morton Community College	Ann & Robert H. Lurie Children's Hospital of Chicago	
By:	By: Diana Halfer	
Name: Geana Chapp	Name: Diana Halfer	
Title:	Title: Senior Director	
Date:	Date: 6/10/2022 2:23 PM CDT	

<u>STUDENT/TRAINEE/OBSERVER</u> CONFIDENTIALITY, HEALTH STATUS AND LIABILITY WAIVER

I agree that in the course of my role as a student, trainee or observer (collectively referred to as "Student") at Ann & Robert H. Lurie Children's Hospital of Chicago, or any of its affiliates (collectively referred to as "Lurie Children's"), I will comply with Lurie Children's policies and requirements for the duration of my experience (the "Student Program"), as described in this Confidentiality, Health Status and Liability Waiver (the "Agreement"). I understand and agree:

1. To maintain the confidentiality of information I may receive, or otherwise have indirect or direct access to, during the Student Program, and to not disclose this information after the conclusion of my Student Program. This information includes, but is not limited to, information related to:

Patients and their families, including Protected Health Information ("PHI") as defined by Health Insurance Portability & Accountability Act ("HIPAA");

Employee and physician information; and

Lurie Children's operations, such as financial and statistical records, strategic plans, internal communications, vendor information or any other non-public information.

I understand that violation of patient privacy/confidentiality will result in my dismissal from the Student Program, and may lead to civil and criminal penalties under HIPAA and potentially other legal action.

- 2. To complete any requested orientation process, including reviewing Lurie Children's Code of Conduct and other policies, and to attend any requested additional training.
- 3. To uphold the philosophy, standards, and policies of Lurie Children's and to report for my Student Program fit for duty, which means able to perform Student Program duties in a safe, appropriate, effective manner and conduct myself with decorum towards other Students, and Lurie Children's employees, staff, patients, and visitors.
- 4. To notify the supervisor of my Student Program of any conditions or circumstances that could potentially interfere with my ability to participate in or complete the Student Program, and I specifically agree that if I have an active infection or signs or symptoms of a cold or other respiratory infection), fever, rash, nausea, vomiting or diarrhea, or I live with someone who does, I will not participate in my Student Program, and will consult with my supervisor prior to returning.
- 5. That any services I may provide to Lurie Children's in the course of this Student Program are for educational, learning or informational purposes only (including to enhance the knowledge of a current health care professional), and with no expectation or contemplation of any compensation, wages or future employment. I am participating in this Student Program for my own personal/educational benefit.
- 6. To never to give medical assistance and/or advice to any patient or his/her family. I fully understand that this is the responsibility of Lurie Childrean's professional medical and nursing staff.
- 7. To provide required health information and submit to appropriate health tests and immunizations that may be necessary to fulfill the minimum health requirements to be a Student. This documentation may include, but is not limited to, proof of immunity to Measles/Mumps/Rubella/Varicella and Tuberculosis screening, and documentation of seasonal influenza vaccination.

- 8. To make my best effort to fulfill my commitment to Lurie Children's by completing all assignments and following all instructions provided by Student Program supervisor, following the dress code guidelines of the department where I am placed and grooming myself appropriately, being punctual and conscientious, and endeavoring to deliver my Student Program services in a professional manner.
- 9. That I will wear the identification badge issued to me by Lurie Children's at all times I am involved in the Student Program. I understand that this identification badge is the property of Lurie Children's which must be returned when the Student Program is concluded or terminated.
- 10. That I may come into contact with certain contagious illnesses while at Lurie Children's. I, for myself and for my heirs, executors, administrators and assigns, agree to hold Lurie Children's, and any of its employees, volunteers, agents or officers harmless in the event of an incident, injury or illness, or any other claim or cause of action of whatever nature that I or my heirs, executors, administrators or assigns ever may have against any of them arising out of my Student Program, and waive any and all such claims and causes of action.
- 11. That if I need to have emergency medical care, Lurie Children's is not responsible for costs involved, follow-up care, or hospitalization. I understand that I am not entitled to worker's compensation benefits in the event of an incident, injury, or illness that may arise during or as a result of my participation in this Student Program.
- 12. That Lurie Children's may take immediate corrective action if I violate the requirements of this Agreement or if my behavior and/or performance adversely affect the best interests of the facility, its patients or employees. This may include, but not limited to, my removal from the facility and the termination of my Student Program.

I hereby confirm:

- a. I am at least 16 years of age or older; or
- b. If under 18 years of age, I have obtained parental consent set forth in a separate consent document.

Please select one of the choices below:

	1) I am a student affiliated with an academic institution that has ationship with Lurie Children's - <u>or</u> - I am a student obtaining educations that is a component of the curriculum for my academic	• 0
	Last Name, First Name (Student)	
	Academic Institution	
	Academic Program Name	
	Name & Title of Academic Institution's Representative	
	Name of Lurie Children's Administrative Liaison / Department Conta	
☐ 2) I am a trainee, observer or student voluntarily donating my services at Luffor my own personal and educational benefit:		ervices at Lurie Children's
	Last Name, First Name (Trainee/Observer)	
	read the foregoing agreement before signing below. I fully understand nent and voluntarily sign it, and I attest to the information I have provi	
	ure of Student	Date

Ann & Robert H. Lurie Children's Hospital of Chicago is an equal opportunity educator

THAT THE BOARD APPROVE A RENEWED RESOLUTION APROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE DISTRICT 527 AND NORTHWESTERN MEMORIAL HEALTHCARE.

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:

Morton College 1st Amendment to EAA - Add PCH 7-1-2022

FIRST AMENDMENT TO THE EDUCATIONAL AFFILIATION AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") is made as of July l, 2022, by and between the undersigned affiliated clinical entities (collectively, "NM FACILITIES") of NORTHWESTERN MEMORIAL HEALTHCARE ("NMHC") and MORTON COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 527 ("SCHOOL") (individually, a "Party" and collectively, the "Parties") and amends the Educational Affiliation Agreement (the "Agreement") dated April 23, 2021, by and between the Parties.

WHEREAS, the original Parties to the Agreement, as amended, wish to continue to participate in the Agreement;

WHEREAS, additional affiliates of NMHC desire to partner with SCHOOL in providing practical learning and clinical experiences for nursing and other allied health professional education programs;

WHEREAS, Palos Community Hospital, an Illinois not-for-profit corporation ("**PCH**") became an affiliated entity of NMHC on January 1, 2021;

WHEREAS, the signatories to this Amendment constitute the participating NM FACILITIES to the Agreement (without additional signature on the Amendment), SCHOOL, and the additional NM FACILITY, and

WHEREAS, after execution of this Amendment, the Parties to the Agreement shall include SCHOOL and all participating NM FACILITIES that signed either the Agreement or any Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Additional NM FACILITY</u>. PCH desires to partner with SCHOOL, and SCHOOL desires to partner with PCH.
- 2. Remainder of the Agreement. Except as amended or modified by this Amendment, all other terms of the Agreement remain in full force and effect. If there is any discrepancy between a term as modified by this Amendment and the remaining terms of the Agreement, the resolution of the discrepancy shall be controlled by the terms of this Amendment.
- 3. Effective Date. This Amendment is effective **July 1, 2022.**

IN WITNESS WHEREOF, the Parties have executed this Amendment.

ADD	ITIONAL NM FACILITY:		
PAL	OS COMMUNITY HOSPITAL		
Ву:			
Name	e: Ellen Kruk, RN, MHA, NE-BC		
Its:	Vice President, CNE		
SCH	OOL:		
	RTON COLLEGE IMUNITY COLLEGE DISTRICT NO	527	
By:	Alison Deasey	By:	
Name	e: Alison Deasey, PT, DPT.	Name:	
Its:	Associate Dean of Allied Health,	Its:	
	Director of PTA Program		

PROPOSED ACTION:	For the board to approve ICCB RAMP Reports
RATIONALE: Building	Envelope Upgrades
COST ANALYSIS:	

ICCB

Capital Project Application

Illinois Community College Board

District/College *	
District 527/Morton College	
District # *	
527-01	
5 Digit Code (e.g., 50101)	
ICCB Project # Identifier *	
527-01DF2024-1	
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)	
Type of Space *	
Support Area - Campus Infrastructure	
(A) Instructional, study, office and student areas; (B) Support areas/parking lots/garages; (C) Assemb PhysicalEducation/Recreation; (E) Special Use)	oly; (D)
Project Title *	
Building Envelope Upgrades	

District Project Rank # *

1 of 1

(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Only use numbers and decimal points for the Amount column, no dollar signs or commas for the two tables below.

Funding Details

	Amount
Estimated Local Funds (25% minimum	1155.200
Estimated State Funds	3465.500
Estimated Total Funds	4620.700

Budget Details

	Amount
Bldgs, Additions, and/or Structures	
Land	
Equipment	
Utilities	
Remodeling & Rehabilitation	4620.700
Site Improvements	
Planning	
Other	
Total Funds Requested	4620.700

Project Scope

Please refer to Section 1501.603 h) of ICCB Administrative Rules to complete this section. Remember to highlight any Missing Core Campus Components, Program Considerations and Structural Considerations to receive the highest point total.

The Building Envelope Upgrades project at Morton College will include the following work:

Re-roofing Work (Buildings A, C, D and F)

- >Removal of existing built-up roofing, flashings, and sheet metal copings
- >Remove all existing HVAC equipment as necessary to raise curbs and properly flash below
- >Raise perimeter parapet height as required to meet roofing system requirements
- >Replace existing roof drains as required and provide new overflow drains as required by code
- >Provide new roofing system consisting of:
- >Rigid insulation (thickness as required to meet current Energy Code) provide tapered insulation as required

Project Justification

Please refer to Section 1501.603 h) of ICCB Administrative Rules to complete this section. Remember to highlight any Missing Core Campus Components, Program Considerations and Structural Considerations to receive the highest point total.

The Building Envelope Upgrades Project at Morton College is required to address deteriorating roofing systems and masonry walls throughout various portions of the campus. Without these upgrades, the current conditions on campus will continue to allow water infiltration into the buildings, causing ongoing damage to interior finishes as well as potential structural degradation to the buildings.

The existing roofing systems on Buildings A, C, D and F are all well beyond their normal service life of 20 years and are in need of complete removal and replacement. The College is currently spending thousands of dollars annually to repair and patch these existing roofing systems in an effort to protect the facilities. In many cases, as roof leaks appear, classes are disrupted as repairs are made within classrooms and labs caused by roof leaks.

With respect to the required tuckpointing work, there are several walls on

Additional Documentation Required Prior to Funding (this will be required before funding is released)

- For New Construction please see requirements referenced in Administrative Rules section1501.603 b)
- For Remodel and Rehab please see requirements referenced in Administrative Rules section1501.603 c)
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section1501.603 d)

Do project criteria meet Section 1501	.603 a) of ICCB Administrative Rules?
Yes	
○ No	
Does this project have the approval o	f your local governing board? *
Yes	
○ No	

MM-DD-YYYY

Date of Board Approval *

Date

Joseph	Florio	
First Name	Last Name	-
Contact Email *		
joseph.florio@morton.edu		
example@example.com		
Contact Phone Number *		
(708) 656-8000		
Please enter a valid phone number.		
Signature *		
Joseph	Flories	
		Cle
Date *		

Type in or pick a date from the icon

Submit

Approval of the Independent Contract Agreement between Morton College and Aaron Moore as Head Women's Softball Coach, effective August 1, 2022 to July 31, 2023 and Athletic Complex/Maintenance Services, effective September 1, 2022 to August 1, 2023.

RATIONALE:

To coach Morton College Women's Softball Team and to manage maintenance & grounds of the Athletic Baseball and Softball Fields.

COST ANALYSIS:

Head Women's Softball Coach: \$20,000.00 Athletic Complex/Maintenance Services: \$30,000.00

Approval of the Independent Contract Agreement between Morton College and Jason Nichols as Head Women's Basketball Coach, effective July 1, 2022 to June 30, 2023.

RATIONALE:

To coach Morton College Women's Basketball Team.

COST ANALYSIS:

Head Women's Basketball Coach: \$38,000.00

Approval of the Independent Contract Agreement between Morton College and Nick Radenkovich as Head Men's Basketball Coach and Head Men's/Women's Golf Coach, effective July 1, 2022 to June 30, 2023.

RATIONALE:

To coach Morton College Men's Basketball Team. To coach Morton College Men's/Women's Golf Teams.

COST ANALYSIS:

Head Men's Basketball Coach: \$26,000.00 Head Men's/Women's Golf Coach: \$10,000.00



College Business Leave Request

Request Submission Date:						
Requestor Name:						
Requestor Email:	[Department:		
Event Start Date:	Event End Da	te:	Leave Day	s Requested:		
Event Name						
Event Purpose/Description:						
Event Location:						
Event Cost - Total:						
Event Costs - Detail:						
Brochure/Flyer/Description attach	ed? Yes	No				
Additional Information:						



College Business Leave Request

For Approval Use Only:
Supervisor
Submission Received Date:
Approver Name:
Approver Title:
Approver Email:
Approved: Yes: No:
Vice President/Provost
Submission Received Date:
Approver Name:
Approver Title:
Approver Email:
Approved: Yes: No:
President
Submission Received Date: :
Approver Name:
Approver Title:
Approver Email:
Approved: Yes: No:

PROPOSED ACTION: THAT THE BOARD APPROVE THE CONTRACT RENEWAL WITH ALL PRO TRUCK DRIVING SCHOOL LLC (ALL PRO) FOR FISCAL YEAR 2023, IN THE TOTAL AMOUNT NOT TO EXCEED \$75,000 PAID FROM THE STUDENT REGISTRATION COST COLLECTED BY MORTON COLLEGE.

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 continue providing the CDL program, preparing students for employment in industries with high-demand positions.

COST ANALYSIS: The total amount paid to All Pro will not exceed \$75,000 paid from the registration cost already collected by Morton College. No cost to the college.

ATTACHMENT: MOU

A RESOLUTION APPROVING AND ADOPTING A PARTNERSHIP AGREEMENT BETWEEN MORTON COLLEGE AND ALL PRO TRUCK DRIVING SCHOOL LLC

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 wishes to offer a Commercial Driver's License Program ("Program") to members of the general public; and

WHEREAS, All Pro Truck Driving School LLC ("All Pro") is a company licensed by the State of Illinois to run such a Program; and

WHEREAS, Morton desires to enter into the partnership agreement with All Pro to offer the Program to members of the general public (and said Agreement is attached hereto as Exhibit A and is hereinafter referred to as the "Agreement"); and

WHEREAS, All Pro desires to enter into the Agreement with Morton to run 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 All Pro, 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.

Illinois Community College District No. 527

This Resolution shall be effective and in full force June _____, 2022.

Passed by a vote of ayes and nays at a R day of June, 2022.	egular Meeting of the Board of Trustees held this
Chair, Board of Trustees Illinois Community College District No. 527	-
Attest:	
Secretary, Board of Trustees	-

EXHIBIT A

Partnership Agreement

MORTON COMMUNITY COLLEGE Partnership Agreement

This is a partnership agreement ("Agreement") by and between MORTON COMMUNITY COLLEGE ("Morton") located in Cicero, Illinois, and ALL PRO TRUCK DRIVING SCHOOL LLC ("All Pro") located in Chicago, Illinois.

The purpose of this Agreement is to specify the terms and conditions under which Morton and All Pro agree to form a partnership in order to offer a Commercial Driver's License Program ("Program"), sanctioned by the Illinois Secretary of State, to the general public.

The parties agree as follows:

I. ENTIRE AGREEMENT; AMENDMENT:

- 1. This Agreement and accompanying and attached Exhibit A (describing the two specific courses to be offered under the Program), Exhibit B (Describing course contents and pricing) and Exhibit C (the form Workforce Innovation and Opportunity Act ("WIOA") Letter of Acceptance) constitute the entire Agreement between the parties and supersede all prior and contemporaneous oral or written proposals, negotiations and agreements concerning such subject matter.
- 2. This Agreement must be fully executed prior to any students starting in the Program.
- 3. 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.

II. GENERAL TERMS AND CONDITIONS:

- 1. <u>Representations and Warranties.</u> All Pro 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. All Pro also represents, warrants and covenants that it will, at all times, comply with all federal and/or state rules and regulations relevant to the terms of this Agreement.
- 2. Term and Termination. The term of this agreement shall-commences on be June 24, 202+2 year/s, commencing, and shall end oning June 2430, 2022-2023 (the "Term"). Either party may terminate this Agreement, with or without cause, upon giving thirty (30) days prior written notice. This Agreement may be terminated at any time by the mutual Agreement of the parties, in writing.
- Program Name. The Program will be named the "Morton College CDL Program", or whatever other Program name Morton deems appropriate.
- Branch License. All Pro agrees to apply for a Branch License with the Illinois Secretary of State to be located at the Morton facilities.
- Insurance. All Pro agrees to add and maintain Morton as an additional insured on All Pro's General Liability and Surety Bond insurance policies, and to provide Morton written proof that All Pro has done so upon Morton's request.

- Promotion/Marketing. All Pro agrees to assist Morton in promoting and marketing the Program under the chosen Morton Program name.
- 7. Provision of Necessary Materials; Filing Necessary paperwork. All Pro is responsible for proving all equipment, instructors, materials and facilities required for the Program, as well as obtaining any licenses and filing any paperwork or forms, on behalf of itself, Morton and/or Program students required under the Program.
- Compliance with Morton's Policies. All Pro agrees to comply with all academic, institutional and registration policies of Morton.
- 9. Parties' Split of Gross Revenues. All Pro and Morton agree that 15% of all gross revenues generated by the Program will go to Morton, and the remaining 85% of such revenues will go to All Pro
- Public Posting. The parties agree that Exhibits A, B and C of this Agreement will be posted for public access.
- 11. <u>Refund Policy.</u> All Pro agrees to comply with whatever refund policy Morton chooses to establish during the Term of this Agreement.
- Student Payment Plan. All Pro agrees that it will comply with whatever payment plan Morton establishes for students paying for Program costs without WIOA funding.
- 13. 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. After registration, all enrolled students will work with All Pro staff directly to complete Program requirements.
- 14. <u>Staffing and Operation of Program.</u> The parties agree that All Pro will fully staff and operate the Program office and classroom-s located at and provided by Morton under Morton's direction.
- 15. Independent Entities. The Morton and the All Pro 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. All Pro 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. All Pro agrees to provide and maintain all payroll services for any All Pro 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.
- 16. Non-Discrimination. All Pro 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.
- Confidentiality of Parties' Information. The parties shall maintain the confidentiality of records, data and other information deemed confidential by either party.

- 18. <u>Force Majeure</u>. 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 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 All Pro 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.
- 19. <u>Indemnification.</u> The parties agree to indemnify and hold each other harmless, to the fullest extent permitted by law, from any liability, claim, demand, judgement or costs, including reasonable attorneys' fees, arising out of or in connection with the acts, errors, omissions, work, or service of their respective employees/students/agents.
- 20. <u>Limitation on Liability.</u> Any legal action or proceeding relating to or arising out of this Agreement must be brought by All Pro within one (1) year of the date the cause of action arose or it shall be expressly time barred.
- 21. <u>Severability.</u> 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.
- 22. <u>Survival.</u> 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.
- 23. 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 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.
- 24. 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.
- 25. <u>Assignment.</u> 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.
- 26. <u>Execution in Counterparts.</u> 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.

- 27. <u>Headings.</u> 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.
- 28. 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.
- 29. <u>Notices.</u> 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 All Pro:

Mr. Alfredo Alvarez Owner/President All Pro Truck Driving School LLC 7601 S. Kostner, Ste. 230 Chicago, IL 60652

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

In witness thereof, the parties hereunto apply their authorized signatures:

ALL PRO by:	MORTON by:	
Signature of Owner/President	Signature of Director	_
Printed Name	Printed Name	
Date	Date	

EXHIBIT A (Offered Courses)

The following two courses will be offered under this Agreement:

PROGRAM	STUDENT	All Pro	MC ²	Final Reg	istration	Other ³	Total	
	HOURS	Cost	Revenue	Student C	ost	Student Costs	Student Cost	
WIOA	240	\$ 5,000.00 \$4,250	\$ 750.00	\$	5,000.00	\$ -	\$ 5,000.	.00
Funded								
		0 2 422 5	0 407.5	0	2.050.00		Ф 2.020	0.0
Student 1	160	\$ 2,422.5 \$3,400	\$ 427.5 \$600	\$4,000	2,850.00	\$ 170.00	\$ 3,020. \$4,1	
Out of Pocket								

¹ Subject to change with market conditions. Effective fanuary March 2022

² 15% revenue sharing

³ Permit Fee and Clinic Fees

EXHIBIT B

(Curriculum Requirements)

All Pro Truck Driving School LLC 160 HOUR COURSE

All Pro Truck Driving School offers the following curriculum, as required by the Office of the Secretary of State, Driver Services Department:

CURRICULUM FOR CDL ACCREDITED COMMERCIAL DRIVING SCHOOLS

The following curriculum must be offered to each first time CDL student for a minimum of four (4) weeks YOU MUST SHOW PROOF OF CITIZENSHIP OR RESIDENCY US PASSPORT, US BIRTH CERTIFICATE OR RESIDENCY CARD

Note: If your license expires in six (6) months or less you must renew it before taking permit tests.

For HAZMAT you need proof of citizenship or residency. Your name on driver's license has to match exactly.

Permit: \$50 PAID TO SECRETARY OF STATE

General Knowledge, Combination Vehicles and Air Brakes

CLASSROOM

40 hours of Classroom instructions, including but is not limited to, preparation for Secretary of State written examinations and all chapters of this curriculum.

RANGE

20 hours of training yard behind-the-wheel instruction. This requires one-on-one instruction with properly licensed CDL instructor and vehicle on an approved training lot.

OVER THE ROAD

20 hours of behind—the-wheel instruction on public streets and highways. This requires one on one instruction with a properly licensed CDL instructor and vehicle.

OBSERVATION

20 hours of experience comprised of observation of the practice range and over-the-road.

REMEDIAL TRAINING PERMIT AND PRE-TRIP INSPECTION

60 hours of observation and additional classroom, range and over-the-road training based on each CDL student's specific needs.

*(Copy of Secretary of State Curriculum)

TOTAL 160 hours (minimum 20 hours/week). Must start class at the latest 4:00 p.m.

For Permit: 3 tests: General Knowledge Physical and Drug Screen: \$120170.00

Combination Vehicles

Air Brakes

YOUR TRAINING MUST BE COMPLETED IN 8 WEEKS

Once your training is completed you are entitled to $tw_0\theta$ (2) test dates where you will take:

- 1. Pre-trip Inspection
- 2. Skills
- 3. Road

Note: You must be able to pass a DOT physical and a drug screen, and additional test dates, if needed, and eight (8) hours/week of training will require an additional \$300 payment.

Our hours of operation are:

OFFICE: 9 AM TO 4 PM M-F, 9 AM TO 12 NOON SAT, CLOSED SUN CLASSROOM AND YARD: 7 AM TO 7 PM M, T, Th, 7 AM TO 3 PM W, F. 7 AM TO 2 PM SAT

HAZMAT: FOR FINGERPRINTS TAKE PROOF OF CITIZENSHIP OR RESIDENCY TO:

7601 S. Kostner Ave. Suite 230₂ Chicago, IL 60652

PH: 773-581-9376

F: 773-681-7468

(Sample WIOA Letter of Acceptance)

Formatted: French (France)

ALL PRO TRUCK DRIVING SCHOOL LLC 7601 S. Kostner Ave. Suite 230 Chicago, IL 60652 773.581.9376

DATE: TO: RE:		
obtain his CDL A D	river's license. The starting date for his/hess, 202	interested in All Pro Truck Driving School LLC to er CDL training is, 202, and the
permit fee; MVR; DO		burse fee and warranty (described below); book fee; or Hazmat endorsement; and all endorsement fees. A tending all required class.
Also included is the I	Dispatcher Module (10 hours) and 45 degree	e dock parking (6 hours).
Secretary of State req the training yard, 30 the ENDORSEMEN FINGERPRINTS for State of Illinois. We Pell Grants or FAFS	uires to obtain a CDL license. The program HOURS of training on the ROAD and 30 l TS available to CDL drivers are inclu	includes 30 HOURS of maneuvers (SKILLS) inside HOURS of OBSERVATION inside the vehicle. All ded in this course. We also cover the cost of Driving School LLC is certified by the Secretary of
	% of Program in progress	% of tuition may be refunded (excluded non-refundable registration fee of \$100.00
	0% to 10%	90%
	11% to 25%	80%
G' 1	III excess of 5176	070
All Pro Truck Driving	g School LLC	
Also included is the I This program consist Secretary of State req the training yard, 30 the ENDORSEMEN FINGERPRINTS for State of Illinois. We Pell Grants or FAFS The refund policy for Sincerely,	Dispatcher Module (10 hours) and 45 degree as of 240 hours divided into eight weeks. So of 240 hours divided into eight weeks uires to obtain a CDL license. The program HOURS of training on the ROAD and 30 l TS available to CDL drivers are inclused the Hazmat Endorsements. All Pro Truck work closely with our students to develop the SA are not accepted at this time. WIOA participants is as follows: "" " " " " " " " " " " " " " " " " "	e dock parking (6 hours). These hours are representative of what the Illinois includes 30 HOURS of maneuvers (SKILLS) inside HOURS of OBSERVATION inside the vehicle. All ded in this course. We also cover the cost of Driving School LLC is certified by the Secretary of heir job seeking skills. **Of tuition may be refunded (excluded non-refundable registration fee of \$100.00 90%

PROPOSED ACTION: For the board to approve Twin Supply for lighting at the soccer field.

RATIONALE: Soccer Field Lighting

COST ANALYSIS: \$49,858.62

ATTACHMENT:

TWIN SUPPLIES, LTD.

ESTIMATE

High Efficiency Lighting

http://twinsupplies.net 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523 PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

Date	Estimate #
5/11/2022	565-14-359A

Morton College	
3801 S. Central Ave	
Cicero, IL 60804	

Ship To	
Morton College	
3801 S. Central Ave	
Cicero, IL 60804	

Customer Contact	Customer Phone
John Potempa	

Rep	Project
C&A	

Item	Description	Qty	Rate	Total
	2022 COMED STANDARD PROGRAM			
EATON-EPHESUS 640W LUMA	***SOCCER FIELD*** EATON - EPHESUS LUMASPORT LED SPORTS LIGHTING 640 WATT: 87,000 LUMENS: 5000K: 10	64	2,357.00	150,848.00
EATON-EPHESUS COMMISSI EATON-EPHESUS HUB	YEAR WARRANTY (DLC) EATON - EPHESUS FIELD SERVICE COMMISSIONING EATON - EPHESUS (AM HUB)	1	6.000.00 7.500.00	6,000.00 7,500.00
ILP-SKYLINE 110W	***PARKING LOT*** ILP - SKYLINE 110W LED AREA LIGHT, 16,693 LUMENS, 4000K, 10KVH SURGE PROTECTOR, TYPE 5, ROUND/SQUARE POLE ADAPTER, 7 PIN RECEPTACLE, 5 YEAR WARRANTY; (DLC)	7	473.00	3,311.00
LABOR LIFT CHARGE	LABOR - 1 YEAR WARRANTY LIFT RENTAL CHARGE		19,600.00 3,000.00	19,600.00 3,000.00
COMED PSEE REBATE	COMED PUBLIC SECTOR ENERGY EFFICIENCY PROGRAM INCENTIVE (BASED ON APPROVAL) REQUESTED - TWIN SUPPLIES WAITS 4-6 WEEKS FOR THE INCENTIVE CHECK. YOU PAY THE NET COST OF THE PROJECT. NET 10 DAYS. (\$93.600.25)		-93,600.25	-93,600.25
COMED 30% BONUS REBATE	COMED BONUS INCENTIVE - 30% STANDARD BONUS FOR PROJECTS IN CERTAIN ZIP CODES. PROJECTS MUST BE COMPLETED BY OCTOBER 31, 2022 (\$28.080.08)		-28,080.08	-28,080.08

Subtotal

TS

Check out some of our projects on our website: http://twinsupplies.net/

Sales Tax (0.0%)

Total

· Pu...

TWIN SUPPLIES, LTD.

ESTIMATE

High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523 EMAIL: info@twinsupplies.net

Date Estimate # 5/11/2022 565-14-359A

Morton College			
3801 S. Central Av	e		
Cicero, IL 60804			

Ship To	
Morton College 3801 S. Central Ave Cicero, IL 60804	

Customer Contact	Customer Phone			Rep	Project
John Potempa				C&A	
Item	De	scription	Qty	Rate	Total
This estimate is good for 30 days. T	FOR PROJECTS SUBMIT COMPLETED BY OCTOB COMBINED WITH OTHE			-18,720.05	-18,720.05

This estimate is good for 30 days. Thank you for your business!

Subtotal \$49,858.62



TS

Check out some of our projects on our website: http://twinsupplies.net/ Sales Tax (0.0%) \$0.00

Total \$49,858.62

PROPOSED ACTION: For the board to approve Twin Supplies as a representative for Com-Ed Lighting Program.

RATIONALE: Com-Ed Lighting Incentive Program Project

COST ANALYSIS: \$128,939.80

ATTACHMENT: See Attached Quote

TWIN SUPPLIES, LTD.

ESTIMATE

High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

4 OAK BROOK, IL 60523 EMAIL: info@twinsupplies.net

Date	Estimate #
4/21/2022	565-98-662B

Morton College	
3801 S. Central Ave	
Cicero, IL 60804	

Ship To	
Morton College 3801 S. Central Ave Cicero, IL 60804	

Customer Contact	Customer Phone
John Potempa	
Item	Des
	***2022 COMED STANDA

Rep	Project
C&A	

Item	Description	Qty	Rate	Total
le de grande de la companya de la c	***2022 COMED STANDARD PROGRAM*** ***12 Classrooms ***			
PHILIPS-EVO CLICK LED 2X4	PHILIPS- 2X4 EVO KIT CLICK LED - 29W LED; SENSOR 200 INSTALLED; 4000K; 4200 LUMENS; (DLC)	1,339	140.00	187,460.00
ILLUMRA-DUAL DIMMER	ILLUMRA - DUAL ROCKER DIMMER SWITCH	90	75.00	6,750.00
PHILIPS-EVO CLICK LED 1X4	PHILIPS- 1X4 EVO KIT CLICK LED - 24W LED: SENSOR 200 INSTALLED; 4000K; 3200 LUMENS; DLC PREMIUM	133	145.00	19,285.00
MAXLITE-SURFACE MOUNT	MAXLITE - SURFACE MOUNT KIT (1X4)	60	35.00	2,100.00
PHILIPS-EVO CLICK LED 2X2	PHILIPS- 2X2 EVO KIT CLICK LED - 24W LED; SENSOR 200 INSTALLED; 4000K; 3200 LUMENS; DLC PREMIUM	31	135.00	4,185.00
LABOR	LABOR - I YEAR WARRANTY	-	46,000.00	46,000.00
COMED REBATE	COMED INCENTIVE (BASED ON APPROVAL) REQUESTED - TWIN SUPPLIES WAITS 4-6 WEEKS FOR THE INCENTIVE CHECK. YOU PAY THE NET		-91,226.80	-91,226.80
COMED 30% BONUS REBATE	COST OF THE PROJECT. NET 10 DAYS. COMED BONUS INCENTIVE - 30% STANDARD BONUS FOR PROJECTS IN CERTAIN ZIP CODES. PROJECTS MUST BE COMPLETED BY OCTOBER 31, 2022		-27,368.04	-27,368.04

Subtotal

TS

Check out some of our projects on our website: http://twinsupplies.net/ Sales Tax (0.0%)

Total

TWIN SUPPLIES, LTD.

ESTIMATE

High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 OAK BR FAX: (630) 537-1045 EMAIL: info@

4 OAK BROOK, IL 60523 EMAIL: info@twinsupplies.net Date Estimate # 4/21/2022 565-98-662B

Morton College	
3801 S. Central Ave	
Cicero, IL 60804	

Ship To	
Morton College	
3801 S. Central Ave	
Cicero, IL 60804	

Customer Contact	Customer Phone
John Potempa	
Item	Des
COMED 200/ SPRING DONIES	COMED DONIES INCENTED

Rep	Project
C&A	

Item	Description	Qty	Rate	Total
COMED 20% SPRING BONUS	COMED BONUS INCENTIVE - 20% STANDARD BONUS FOR PROJECTS SUBMITTED BY JUNE 1, 2022. CAN BE COMBINED WITH OTHER BONUSES	Qty	-18,245.36	-18,245.36

This estimate is good for 30 days. Thank you for your business!

Subtotal

\$128,939.80

TS

Check out some of our projects on our website: http://twinsupplies.net/

Sales Tax (0.0%)

\$0.00

Total

\$128,939.80

From: <u>Mireya Perez</u>
To: <u>Board Materials</u>

Subject: Board action - Public display of FY23 Tentative budget

Date:Wednesday, June 15, 2022 12:23:10 PMAttachments:2022-2023 Public Display of Budget Notice.docx

MC FY23 Tentative Budget Report.pdf

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Proposed Action: THAT THE BOARD APPROVE THE PUBLIC DISPLAY OF

THE TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR 2023 AND THE ACCOMPANYING PUBLIC NOTICE.

Rationale: Required by Chapter 110, Act 805, Section 3-20 of the Illinois Compiled Statutes

Attachments: Tentative Budget for Fiscal Year 2023, Public Display Notice

Thank you,

Mireya Perez

Chief Financial Officer/Treasurer

P: (708) 656-8000, Ext. 2289 **E:** mireya.perez@morton.edu

www.morton.edu







NOTICE 2022-2023 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, 2022 will be on file and conveniently available for public inspection beginning Tuesday, July 5 2022, through Thursday, August 18, 2022 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 24th day of August 2022 in the Jedlicka Performing Arts Center, 3801 South Central Avenue, Cicero, Illinois.

Dated this 29th day of June 2022.

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

TENTATIVE FISCAL YEAR 2023 BUDGET

Prepared by:

Mireya Perez, Chief Financial Officer



Morton College District 527 3801 S. Central Ave. Cicero, Illinois 60804 (708) 656-8000 www.morton.edu

MORTON COMMUNITY COLLEGE FISCAL YEAR 2023 TENTATIVE BUDGET

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MORTON COMMUNITY COLLEGE FISCAL YEAR 2023 TENTATIVE BUDGET

Introduction

Transmittal Letter

Principal Officials



MORTON COLLEGE Community College District No. 527 Tentative Annual Budget July 1, 2022 to June 30, 2023

Presented is the proposed Tentative Annual Budget of Morton College for the fiscal year ending June 30, 2023. 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 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, 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 350-seat theatre, 50,000-piece library, a 1,000-seat gymnasium and a newly remodeled physical fitness center.

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

Ivan Tejeda 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

DEPARTMENT ISSUING REPORT

BUSINESS OFFICE

MORTON COMMUNITY COLLEGE FISCAL YEAR 2023 TENTATIVE BUDGET

Financial

Educational Philosophy and Mission

Financial Reporting and Funds

Budgeted Revenues & Expenditures Fiscal Year 2023 (Summary)

Budgeted Revenues & Expenditures Fiscal Year 2023

Budgeted Operating Revenue by Source Fiscal Year 2023

Budgeted Expenditures by Object Fiscal Year 2023

Fiscal Year 2023 Revenue & Expenditures by Fund



EDUCATIONAL PHILOSOPHY AND MISSION

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. 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. In order to improve the onboarding process for students, the College launched a major capital improvement project in FY22, repurposing the library to create a "one-stop" student services center. The center will include admissions, registration, advising, financial aid, and cashier in one convenient and state-of-the-art space to welcome and serve students.

Academic Support Services Program

The academic support services augment 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. The College has invested significant resources over the past academic year to enhance the quality of the teaching and learning experience and to expand access, including technology, online course offerings and professional development for faculty.

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 for 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 instructional, 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.

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.

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 proposes.

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 PURPOSES FUND

The Restricted Purposes 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 and other personnel salaries and benefits are allocated to this fund due to their role in promoting and maintaining a safe campus and environment.

MORTON COMMUNITY COLLEGE DISTRICT #527 SCHEDULE OF BUDGETED REVENUES AND EXPENDITURES (SUMMARY) Year Ending June 30, 2023 (in dollars)

	Education		Operations and Maintenance	Rest	ricted Purpose Aug	lit	Prote	ability, ection and ttlement	General Obligation Bond	N	oerations and Maintenance (Restricted)	Total	
Budgeted Revenues	\$ 30,138,	668 \$	3,170,275	\$	21,260,492 \$	77,355	\$	847,810	\$ 682,710	\$	2,853,967	\$ 59,03	31,277
Budgeted Other Financing Sources		-	-		-	-		-	-		3,000,000	3,00	00,000
Total Revenues and Other Financing Sources	30,138,	668	3,170,275		21,260,492	77,355		847,810	682,710		5,853,967	\$ 62,03	31,277
Budgeted Expenditures Budgeted Other Financing	(27,138, (3,000,	,	(3,170,275)		(21,260,492) -	(87,300)		(924,500) -	(641,575) -		(5,853,967) -	• •	76,777) 00,000)
Total Expenditures and Other Financing Uses	\$ (30,138,	668) \$	(3,170,275)	\$	(21,260,492) \$	(87,300)	\$	(924,500)	\$ (641,575)	\$	(5,853,967)	\$ (62,07	76,777)
Excess of Revenues and Other Financing Sources	\$	- \$	-	\$	- \$	(9,945)	\$	(76,690)	\$ 41,135	\$	-	\$ (4	15,500 <u>)</u>

fficial Budget was approved by the BOARD OF TRUSTEES:	
DATE:	
ATTEST:	
Secretary, Board of Trustees	-

	General					S	peci	al Revenue	e		Deb	ot	Capital Project			
·						General				Liability,			Ор	erations and		
			(Operations and		Restricted			Pro	tection and	0	bligation	M	aintenance		
_	Education		Maintenance		Purpose		Audit		Settlement			Bond	(Restricted)		Total
REVENUES																
Local government	\$	8,030,388	\$	1,561,275	\$	_	\$	77,305	\$	847,710	\$	682,610	\$	-	\$	11,199,288
Corporate personal property replacement taxes		1,950,000	-	930,000		-		-		-		-		-	•	2,880,000
Tuition and fees		12,489,998		-		-		-		-		-		-		12,489,998
Sales and service fees		496,200		19,000		-		-		-		-		-		515,200
State sources		7,082,082		650,000		4,782,073		-		-		-		2,853,967		15,368,122
Federal sources		-		-		16,478,420		-		-		-		-		16,478,420
Investment income		60,000		10,000		-		50		100		100		-		70,250
Miscellaneous		30,000		-		-		-		-		-		-		30,000
Total revenues	\$	30,138,668	\$	3,170,275	\$	21,260,493	\$	77,355	\$	847,810	\$	682,710	\$	2,853,967	\$	59,031,278
EXPENDITURES																
Current:																
Instruction	\$	11,011,879			\$	3,699,539	¢	_	\$	135,000	\$	_	\$	_	Ś	14,846,418
Academic support	Ļ	2,409,675			Ą	250,000	Ļ	_	Ţ	16,500	Ţ	_	Ţ	_	Ţ	2,676,175
Student service/continuing education		3,255,594				2,571,714		_		24,500		_		_		5,851,808
Public services		347,823				359,362		_		8,000		_		_		715,185
Operation and maintenance of plant		347,023		3,170,275		450,000		_		91,000		_		5,853,967		9,565,242
Auxiliary Services		1,747,377		3,170,273		125,000		_		4,500		_		3,633,307		1,876,877
Institutional support		6,487,320				2,663,074		87,300		645,000		641,575		_		10,524,269
Scholarships, student grants, & waivers		1,529,000				11,141,804		67,300		043,000		041,373		_		12,670,804
Other		350,000				11,141,004		_		_		_		_		350,000
Total expenditures	\$	27,138,668	\$	3,170,275	\$	21,260,493	\$	87,300	\$	924,500	\$	641,575	\$	5,853,967	\$	59,076,778
Davida Nama dibuna		2 000 000		0				(0.045)		(76,600)		44 425		(2,000,000)		/4F F00\
Revenues over (under) expenditures		3,000,000		0		-		(9,945)		(76,690)		41,135		(3,000,000)		(45,500)
Transfer in		-		-		-		-		-		-		3,000,000		3,000,000
Transfer out		(3,000,000)		-		-		-		-		-		-		(3,000,000)
Revenues and transfers in over (under)																
• •	\$	-	\$	-	\$	-	\$	(9,945)	\$	(76,690)	\$	41,135	\$	-	\$	(45,500)

OPERATING REVENUE BY SOURCE

Total 2023 Budgeted Revenue

Local Government			
Local taxes	<u>\$8,030,388</u>	<u>\$1,561,275</u>	\$9,591,663
Total Local Government	8,030,388	1,561,275	9,591,663
State Government			
ICCB credit hour grants	2,553,397	-	2,553,397
ICCB equalization grants	4,342,690	650,000	4,992,690
CTE Formula	185,995	-	185,995
Corporate personal property replacement taxes	<u>1,950,000</u>	930,000	2,880,000
Total State Government	9,032,082	1,580,000	10,612,082
Student Tuition and Fees			
Tuition	10,559,095	-	10,559,095
Fees	<u>1,930,903</u>	-	<u>1,930,903</u>
Total Student Tuition and Fees	12,489,998	-	12,489,998
Other Sources			
Sales and service fees	496,200	5,000	501,200
Nongovernmental grants	30,000	-	30,000
Facilities	-	14,000	14,000
Investment revenue	<u>60,000</u>	<u>10,000</u>	70,000
Total Other Sources	586,200	29,000	615,200

\$30,138,668

\$3,170,275

\$33,308,943

	General						Sp	ecial Rev	enu	e	Deb	Service	Capital Project			
			(Operations and	R	Restricted				Liability, Protection, and		General Obligation	-	perations and Naintenance		
		Education	N	laintenance		Purpose		Audit		Settlement		Bond	(Restricted)	Tot	al
EXPENDITURES																
Salaries	\$	16,187,864	\$	1,386,021	\$	1,747,119	\$	-	\$	70,000	\$	-	\$	-	\$	19,391,004
Employee Benefits		2,067,636		159,254		3,831,935		-		279,500		-		-		6,338,325
Contracted Services		3,384,250		553,000		284,862		87,300		220,000		-		1,965,500		6,494,912
Materials and Supplies		2,718,318		195,500		1,323,308		-		-		-		-		4,237,126
Conferences and Meetings		702,600		6,500		49,594		-		-		-		-		758,694
Fixed Charges		153,000		10,000		554,856		-		305,000		641,575		-		1,664,431
Capital Outlay				50,000		541,789								3,888,467		4,480,256
Other		1,925,000		810,000		11,089,837		-		50,000		-		-		13,874,837
Total Expenditures	\$	27,138,668	\$	3,170,275	\$	19,423,300	\$	87,300	\$	924,500	\$	641,575	\$	5,853,967	\$	57,239,585
TRANSFERS																
Transfers in		-		-		-		-		-		-		3,000,000		3,000,000
Transfers out		(3,000,000)		-		-		-		-		-		-		(3,000,000)
Total Expenditures and Transfers	\$	30,138,668	\$	3,170,275	\$	19,423,300	\$	87,300	\$	924,500	\$	641,575	\$	2,853,967	\$	57,239,585

	FY 2022 Budget	FY 2023 Budget
REVENUE LOCAL GOVERNMENT		
Property taxes	\$7,649,000	\$8,030,388
Total Local Government	7,649,000	<u>8,030,388</u>
CORPORATE PERSONAL PROPERTY TAXES	<u>750,000</u>	<u>1,950,000</u>
STATE GOVERNMENT		
ICCB credit hour grants	2,314,560	2,553,397
ICCB equalization grants	4,570,045	4,342,690
CTE Formula Grant	<u>160,000</u>	<u>185,995</u>
Total State Government	<u>6,884,605</u>	<u>7,082,082</u>
STUDENT TUITION AND FEES		
Tuition	8,635,000	10,559,095
Fees	2,182,504	1,930,903
Other Student Tuition and Fees	<u>1,300,000</u>	
Total Tuition and Fees	<u>9,648,506</u>	<u>12,489,998</u>
OTHER SOURCES		
Sales and service fees	256,800	496,200
Investment revenue	60,000	60,000
Nongovernmental gifts &	<u>30,000</u>	30,000
scholarships		
Total Other Sources	<u>346,800</u>	<u>586,200</u>
Total Revenue	<u>27,907,909</u>	<u>30,138,668</u>
Transfers in		<u> </u>
Total Revenue and Transfers in	<u>\$27,907,909</u>	\$30,138,668

	FY 2022 Budget			2023 Budget
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$	8,686,389	\$	9,014,438
Employee benefits		850,262		885,141
Contractual services		312,500		363,750
Material and supplies		581,950		684,950
Conferences and meetings		39,785		63,600
Total Instruction	\$	10,470,886	\$	11,011,879
A colored Communication				
Academic Support		4 0 4 0 5 0 5		
Salaries	\$	1,240,696	\$	1,356,614
Employee benefits		265,380		204,681
Contractual services		298,000		383,000
Material and supplies		346,280		348,280
Conferences and meetings		26,100		26,100
Fixed charges		81,000		91,000
Total Academic Support	\$	2,257,456	\$	2,409,675
Student Services				
Salaries	\$	2,120,164	\$	2,387,059
Employee benefits		296,988		301,147
Contractual services		221,000		280,500
Material and supplies		179,750		175,638
Conferences and meetings		83,650		89,750
Fixed charges		21,500		21,500
Total Student Services	\$	2,923,052	\$	3,255,594

EDUCATION FUND EXPENDITURES Year Ended June 30, 2023

	FY 2	022 Budget	FY	2023 Budget
EXPENDITURES				
Public Service/Continuing Education				
Salaries	\$	246,224	\$	160,646
Employee benefits		54,745		22,127
Contractual services		217,000		122,500
Material and supplies		26,200		27,200
Conferences and meetings		5,250		10,350
Other Tuition/Fee Waiver		5,000		5,000
Total Public Service/Continuing Education	\$	554,419	\$	347,823
Auxiliary Services				
Salaries	\$	220,425	\$	300,589
Employee benefits		42,026		54,788
Contractual services		450,000		480,000
Material and supplies		612,000		592,000
Conferences and meetings		228,000		280,000
Fixed charges		28,000		40,000
Total Auxiliary Services	\$	1,580,451	\$	1,747,377
Institutional Support				
Salaries	\$	2,599,647	\$	2,968,518
Employee benefits		511,879		599,752
Contractual services		1,502,000		1,754,500
Material and supplies		723,800		890,250
Conferences and meetings		214,000		232,800
Fixed charges		1,500		1,500
Other		40,000		40,000
Total Institutional Support	\$	5,592,826	\$	6,487,320

	FY 20	FY 2022 Budget		FY 2023 Budget	
EXPENDITURES					
Scholarships, Student Grants & Waivers					
Student grants and scholarships	\$	1,529,000	\$	1,529,000	
Other		100,000		100,000	
Total Scholarships, Student Grants & Waivers	\$	1,629,000	\$	1,629,000	
Contingencies		400,000		250,000	
Total Expenditures	\$	25,020,427	\$	27,138,668	
Transfers out		2,500,000		3,000,000	
Total Expenditures and Transfers out	\$	27,520,427	\$	30,138,668	

OPERATIONS & MAINTENANCE FUND REVENUE

	FY 2022 Budget			2023 Budget
REVENUE LOCAL GOVERNMENT Property taxes	\$	1,498,600 \$		1,561,275
STATE GOVERNMENT Equalization Grant		650,000		650,000
CORPORATE PERSONAL PROPERTY TAXES		750,000		930,000
STUDENT FEES		-		-
OTHER SOURCES				
Sales and service fees		5,000		5,000
Facilities		14,000		14,000
Investment revenue		10,000		10,000
Total Other Sources	\$	29,000	\$	29,000
Total Revenue	\$	2,927,600	\$	3,170,275

OPERATIONS & MAINTENANCE FUND EXPENDITURES

	FY 2022 Budget		FY 2023 Budget		023 Budget
EXPENDITURES					
By Program:					
Operations and Maintenance of Plant					
Salaries	\$	1,282,024		\$	1,386,021
Employee benefits		199,041			159,254
Contractual services		408,000			553,000
Material and supplies		194,500			195,500
Conferences and meetings		6,500			6,500
Utilities		770,000			810,000
Capital outlay		62,000			50,000
Other		10,000			10,000
Total Operations and Maintenance of Plant		2,932,065	,		3,170,275
Total Expenditures	\$	2,932,065		\$	3,170,275

RESTRICTED PURPOSE FUND REVENUE

	FY 2022 Budget		FY 2023 Budget		
REVENUE					
STATE GOVERNMENT State board of education- adult education	\$	744,325	\$	744,325	
Illinois grant revenue- other	Ą	4,006,362	Ţ	4,037,748	
Total State Government		4,750,687		4,782,073	
FEDERAL GOVERNMENT					
Department of education		11,048,441		16,052,175	
Other		426,245		426,245	
Total Federal Government		11,474,686		16,478,420	
Total Revenue	\$	16,225,373	\$	21,260,493	

RESTRICTED PURPOSE FUND EXPENDITURES

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
By Program:		
Instruction		
Salaries	1,268,246	1,246,003
Employee benefits	2,056,142	2,074,740
Contractual services	38,775	90,920
Materials and supplies	273,781	243,575
Conferences and meetings	33,210	24,250
Fixed charges	22,676	9,551
Other state waiver	5,500	10,500
Total Instruction	3,698,330	3,699,539
Academic Support		
Employee benefits	250,000	250,000
Total Academic Support	250,000	250,000
Student Services		
Salaries	169,879	704,809
Employee benefits	415,995	560,409
Contractual services	-	291,905
Materials and supplies	21,386	850,897
Conferences and meetings	2,984	85,917
Grant/Scholarships	· -	56,957
Fixed charges	20,820	20,820
Total Student Services	631,064	2,571,714
Public Service/Continuing Education		
Salaries	206,814	206,814
Employee benefits	116,200	116,200
Contractual services	3,000	3,000
Materials and supplies	10,738	10,738
Conferences and meetings	22,610	22,610
Total Public Service/Continuing Educa		359,362

	FY 2022 Budget	FY 2023 Budget
Auxiliary Services		
Employee benefits	\$ 125,000	\$ 125,000
Total Auxiliary Services	125,000	125,000
Operations and Maintenance of Plant		
Employee benefits	450,000	450,000
Total Operation and Maintenance of Plant	450,000	450,000
Institutional Support		
Salaries	125,000	25,000
Employee benefits	520,000	400,000
Other Contract Services	1,000,000	206,942
Materials and Supplies	3,207,400	964,858
Other Fixed Charges	525,000	524,485
Capital Outlay	1,316,257	541,789
Scholarships/Waivers	2,000,000	
Total Institutional Support	8,693,657	2,663,074
Scholarships, Student Grants & Waivers		
Salaries	131,529	109,423
Student grants and scholarships	15,228,397	11,020,381
Other	12,000	12,000
Total Scholarships, Student Grants & Waivers	15,371,926	11,141,804
Total Expenditures	\$ 30,018,195	\$ 21,260,493

AUDIT FUND REVENUE AND EXPENDITURES

	FY 20	FY 2022 Budget		FY 2023 Budget		
REVENUE LOCAL GOVERNMENT Property taxes	\$	72,900	\$	77,305		
OTHER SOURCES Investment revenue		50		50		
Total Revenue		72,950		77,355		
Transfers in		-		-		
Total Revenue and Transfers in		72,950		77,355		
EXPENDITURES By Program: Institutional Support Contractual services Total Expenditures	\$	81,600 81,600	\$	87,300 87,300		

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES

	FV 2	022 Budget	EV 20	22 Budget
REVENUE	FY Z	022 Budget	F1 20	23 Budget
LOCAL GOVERNMENT				
Property taxes	\$	811,816	\$	847,710
OTHER SOURCES	•	,	·	,
Investment revenue		100		100
Total Revenue	\$	811,916	\$	847,810
EXPENDITURES				
By Program:				
Instruction				
Salaries		-		-
Employee benefits		135,000		135,000
Total Instruction		135,000		135,000
Anadomia Cumant				
Academic Support Employee benefits		16,500		16,500
Limployee benefits		10,500		10,300
Student Services				
Salaries		-		-
Employee benefits		20,500		24,500
Total Student Services		20,500		24,500
Dublic Service / Continuing Education				
Public Service/Continuing Education Employee benefits		7,500		8,000
Employee benefits		7,300		8,000
Auxiliary Services				
Employee benefits		4,500		4,500
Operations and Maintenance of Plant				
Salaries		350,000		70,000
Employee benefits		23,500	-	21,000
Total Operations and Maintenance of Plant		373,500		91,000
Institutional Support				
Salaries		_		_
Employee benefits		75,000		70,000
Contractual services		500,000		525,000
Fixed charges	_	95,000		50,000
Total Institutional Support		670,000		645,000
Total Expenditures	\$	1,227,500	\$	924,500

GENERAL OBLIGATION BOND FUND REVENUE AND EXPENDITURES

	FY 2	FY 2022 Budget		023 Budget
REVENUE LOCAL GOVERNMENT Local taxes	\$	675,528	\$	682,610
OTHER SOURCES	Ψ	073,320	Ÿ	002,010
Investment revenue		100		100
Total Revenue		675,628		682,710
EXPENDITURES By Program: Institutional Support				
Fixed charges		646,575		641,575
Total Institutional Support		646,575		641,575
Total Expenditures	\$	646,575	\$	641,575

	FY 2022 Budget	FY 2022 Budget
REVENUE STATE GOVERNMENT Capital Development Grant	\$ 4,881,800	\$ 2,853,967
Transfers in	\$ 2,500,000	\$ 3,000,000
TOTAL REVENUE & TRANSFER IN	\$ 7,381,800	\$ 5,853,967
EXPENDITURES By Program: Operations and Maintenance of Plant Contractual services Capital outlay Total Operation and Maintenance of Plant	4,981,800 2,400,000 7,381,800	1,965,500 3,888,467 5,853,967
Total Expenditures	\$ 7,381,800	\$ 5,853,967

MORTON COMMUNITY COLLEGE FISCAL YEAR 2023 TENTATIVE BUDGET

Resolutions

2022 – 2023 Budget Legal Notice



NOTICE

2022-2023 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, 2022 will be on file and conveniently available for

public inspection beginning Tuesday, July 5 2022, through Thursday, August 18, 2022

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 24th day of August 2022 in the Jedlicka Performing Arts

Center, 3801 South Central Avenue, Cicero, Illinois.

Dated this 29th day of June 2022.

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

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MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE OVERLOAD EMPLOYMENT REPORT FOR

SUMMER SEMESTER 2022 IN THE AMOUNT OF \$378,328.00 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: \$378,328.00 pending additional class cancellations and/or additions,

which would subsequently be submitted for approval.

ATTACHMENTS: Full-Time Faculty Overload Employment Report – Summer 2022

				Faculty	Classes Only	Additional	Section	Assignment	0 "	0 "	
Faculty ID	Person Full Name	Section Name	Section Title	Assignment	Assignment	Special	Minimum	Instructional	Section Start Date	Section End Date	Enrollment
				Load	Paid Amount	Projects, etc.	Credits	Method	Start Date	End Date	
0000770	Abrahamson, Maura	GEG-105-NR	World Regional Geography	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	18
0000770	Abrahamson, Maura	PHI-125-NR	Wrld Religions in Global Conte	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	16
0000770	Abrahamson, Maura		Department Chair	1		\$1,386.00		OVL	6/13/2022	8/31/2022	
				7	\$8,316.00	\$1,386.00					
0200290	Ashraf, Asiyya	BIO-202-NR	Environmental Biology	3	\$3,726.00		3	LEC	6/13/2022	8/4/2022	17
0200290	Ashraf, Asiyya	BIO-212-1D	Microbiology	6	\$7,452.00		4	LEC/LAB	6/14/2022	8/4/2022	18
0200290	Ashraf, Asiyya	BIO-212-2L	Microbiology	6	\$7,452.00		4	LEC/LAB	6/13/2022	8/3/2022	13
0200290	Ashraf, Asiyya		Lab Prep	2	\$2,484.00			OVL	6/16/2022	8/31/2022	
				17	\$21,114.00						
0197414	Balek, Ludwig	CIS-175-NR	Network Security II	5	\$6,210.00		3	LEC/LAB	6/13/2022	8/4/2022	6
0197414	Balek, Ludwig	CIS-265-1E	Network Security III	6	\$7,452.00		4	LEC/LAB	6/14/2022	8/3/2022	6
				11	\$13,662.00						
0166671	Bonick, Cara		Special Project	3		\$3,876.00		OVL	6/16/2022	8/4/2022	
				3		\$3,876.00					
0000924	Casey, Craig	PHY-101-1B	General Physics I	7	\$9,352.00		5	LEC/LAB	5/31/2022	6/30/2022	15
0000924	Casey, Craig	PHY-102-11	General Physics II	7	\$9,352.00		5	LEC/LAB	7/5/2022	8/4/2022	7
0000924	Casey, Craig	PHY-105-11	Physics I	7	\$9,352.00		5	LEC/LAB	6/14/2022	8/4/2022	10
0000924	Casey, Craig		Lab Prep	2	\$2,672.00			OVL	6/1/2022	8/4/2022	
0000924	Casey, Craig		Department Chair	1	*	\$1,336.00		OVL	6/1/2022	8/4/2022	
0000021	Casey, Craig			24	\$30,728.00			0.1	0/1/2022	OF ITEGEL	
0000829	Casey, Robert	MAT-203-1H	Calculus III	4	\$5,344.00	. ,	4	LEC	6/14/2022	8/4/2022	11
0000020	Oddoy, Hobbit	100 111		4	\$5,344.00			LLO	0/1-1/2022	0/4/2022	
0000794	Crockett, Janet	CHM-100-1B	Fundamentals of Chemistry	6	\$8,016.00		4	LEC/LAB	6/13/2022	8/3/2022	12
0000794	Crockett, Janet		Lab Prep	2	\$2,672.00			OVL	6/16/2022	8/31/2022	
0000704	Orookott, bariot			8	\$10,688.00			OVE	0/10/2022	0/01/2022	
0000917	Dominguez, Carlos	MAT-124-NR	Finite Mathematics	4	\$5,344.00		4	LEC	6/13/2022	8/4/2022	8
0000917	Dominguez, Carlos	MAT-141-NR	Statistics	4	\$5,344.00		4	LEC	6/13/2022	8/4/2022	29
0000917	Dominguez, Canos	IVIA I - I 4 I - IVIX	Otalistics	8	\$10,688.00		4	LLC	0/13/2022	0/4/2022	25
0195025	Edgar Jacon	SPE-101-22	Principles of Public Speaking	3	\$4,008.00		3	LEC	6/13/2022	8/1/2022	8
	Edgar, Jason							_			
0195025	Edgar, Jason	SPE-101-NR	Principles of Public Speaking	3	\$4,008.00		3	LEC	6/13/2022	8/4/2022	23
0195025	Edgar, Jason	SPE-101-NR3	Principles of Public Speaking	3	\$4,008.00		3	LEC	6/13/2022	8/4/2022	24
			5 1 111 1 01 111 11	9	\$12,024.00						
0000935	Gatyas, Kenton	HIS-103-NR	Early Western Civilization	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	22
0000935	Gatyas, Kenton	HIS-105-1F	American History to 1865	3	\$4,158.00		3	LEC	6/13/2022	8/1/2022	7
0000935	Gatyas, Kenton	PHI-126-NR	Introduction to Ethics	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	29
0000935	Gatyas, Kenton	PHI-201-NR	Philosophy	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	11
0000935	Gatyas, Kenton	POL-201-NR	US Natl Government	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	14
				15	\$20,790.00						
0000724	Gilligan, Brian	BUS-102-11	Managerial Accounting	3	\$4,008.00		3	LEC	6/13/2022	8/3/2022	18

				Faculty	Classes Only	Additional	Section	Assignment	Section	Saction	
Faculty ID	Person Full Name	Section Name	Section Title	Assignment	Assignment	Special	Minimum	Instructional	Start Date	Section End Date	Enrollment
				Load	Paid Amount		Credits	Method		Ena Bate	
0000724	Gilligan, Brian		Department Chair	1		\$1,336.00		OVL	6/16/2022	8/31/2022	
				4	\$4,008.00	\$1,336.00					
0157185	Grady, Myeisha	SPE-101-NR2	Principles of Public Speaking	3	\$3,726.00		3	LEC	6/13/2022	8/4/2022	22
				3	\$3,726.00						
0000805	Halmon, Jamie	PEC-171-NR	Physical Fitness	2	\$2,584.00		1	LAB	6/13/2022	8/4/2022	11
0000805	Halmon, Jamie	PEH-101-NR	Personal & Community Health	2	\$2,584.00		2	LEC	6/13/2022	8/4/2022	23
0000805	Halmon, Jamie	PEH-103-NR	Nutrition	2	\$2,584.00		2	LEC	6/13/2022	8/4/2022	27
				6	\$7,752.00						
0165694	Helmus, Sara		Special Project - Title III Grant	8		\$10,688.00		OVL	6/16/2022	8/31/2022	
			,	8		\$10,688.00					
0002912	Imburgia, Joseph	PSY-101-1B	Intro to Psychology	3	\$4,008.00		3	LEC	6/13/2022	8/1/2022	21
	<i>J</i> ,		, 0,	3	\$4,008.00						
0060105	Jonas, David	HVA-201-11	Commercial Refrigeration	6	\$7,752.00		3	LEC/LAB	6/13/2022	8/1/2022	8
0060105	Jonas, David	HVA-203-11	Commercial AC & Refrig	5	\$6,460.00		3	LEC/LAB	6/14/2022	8/4/2022	9
				11	\$14,212.00						
0194869	Manning, Bryant		Department Chair	1	, ,	\$1,292.00		OVL	6/13/2022	8/31/2022	
	g, ya		·	1		\$1,292.00					
0162050	Markussen, Prairie	ENG-101-NR	Rhetoric I	3	\$3,876.00	. ,	3	LEC	6/13/2022	8/4/2022	23
0102000	manadoon, r ramo	LITO TOT THE		3	\$3,876.00				0/10/2022	G/ I/ZOZZ	20
0002467	Montgomery, Jered	HUM-150-1C	Humanities Through the Arts	3	\$3,726.00		3	LEC	6/14/2022	8/4/2022	16
0002467	Montgomery, Jered	MUS-100-1C	Music Appreciation	3	\$3,726.00		3	LEC	6/14/2022	8/4/2022	14
0002467	Montgomery, Jered	MUS-100-EC	Music Appreciation	3	\$3,726.00		3	LEC	6/13/2022	8/1/2022	11
0002467	Montgomery, Jered	MUS-100-NR	Music Appreciation	3	\$3,726.00		3	LEC	6/13/2022	8/4/2022	26
0002467	Montgomery, Jered	MUS-108-NR	World Music Survey	3	\$3,726.00		3	LEC	6/13/2022	8/4/2022	24
0002467	Montgomery, Jered	MUS-136-1R	Private Applied Percussion Maj	0	\$0.00		2	LEC	6/16/2022	8/4/2022	1
0002101	wonigomory, dored	100 100 110	in and ripping riproduction maj	15	\$18,630.00			LLO	0/10/2022	0/4/2022	
0000747	Paez, Elizabeth	MAT-097-CR1	Intermediate Algebra Support	3	\$3,876.00		3	LEC	6/13/2022	8/4/2022	9
0000747	Paez, Elizabeth	MAT-105-CR1	College Algebra	4	\$5,070.00		4	LEC	6/13/2022	8/4/2022	6
0000747	i dez, Liizabetii	WAT-103-CICT	Conege / ligebla	7	\$9,044.00		7	LLC	0/13/2022	0/4/2022	U
0177526	Pierce, Tom	ENG-088-2E	Basic Composition	3	\$4,008.00		3	LEC	6/14/2022	8/2/2022	8
0177526	Pierce, Tom	ENG-101-1E	Rhetoric I	3	\$4,008.00		3	LEC	6/13/2022	8/3/2022	19
0177320	r leice, rolli	LINO-101-1L	T T T T T T T T T T T T T T T T T T T	6	\$8,016.00		J	LLC	0/13/2022	0/3/2022	19
0160605	Primm, Rebecca	ART-113-1C	Ceramics I	6	\$7,752.00		3	LAB	6/14/2022	8/4/2022	5
0160605	Primm, Rebecca	ART-130-NR	Introduction to Digital Art	6	\$7,752.00		3	LEC	6/13/2022	8/4/2022	12
0160605	Primm, Rebecca	ART-213-1C	Ceramics II	0	\$0.00		3	X-listed	6/14/2022	8/4/2022	3
0160605	Primm, Rebecca	7 2.10 10	Department Chair	1	ψ3.00	\$1,292.00		OVL	6/13/2022	8/4/2022	Ü
0100000	i iiiiii, itobood		2 Sparinont Grian	13	\$15,504.00			OVL	0,10,2022	01712022	
0195558	Pulaski, Andrew		Department Chair	13	ψ13,304.00	\$1,292.00		OVL	6/13/2022	8/4/2022	
0190000	i uiaski, Allulew		Dopartinent Onail					OVL	0/13/2022	0/4/2022	
				1		\$1,336.00					

				Faculty	Classes Only	Additional	Section	Assignment			
Faculty ID	Person Full Name	Section Name	Section Title	Assignment	Assignment	Special	Minimum	_	Section	Section	Enrollment
				Load	Paid Amount	Projects, etc.	Credits	Method	Start Date	End Date	
0056628	Roman, Daniel	ART-101-1C	2-D Fundamentals	6	\$8,016.00		3	LAB	6/14/2022	8/4/2022	7
0056628	Roman, Daniel	ART-103-1C	Drawing I	0	\$0.00		3	X-listed	6/14/2022	8/4/2022	1
				6	\$8,016.00						
0165693	Romero Yuste, Maria	HUM-154-NR	Latin American Culture	3	\$4,158.00		3	LEC	6/14/2022	8/4/2022	31
0165693	Romero Yuste, Maria	SPN-130-NR	Spanish for Heritage Speakers	4	\$5,544.00		4	LEC	6/13/2022	8/4/2022	17
0165693	Romero Yuste, Maria	SPN-215-NR	Spanish Conversation & Composi	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	8
				10	\$13,860.00						
0197705	Russo, Trisha	MAT-102-NR	General Education Mathematics	4	\$4,968.00		4	LEC	6/13/2022	8/4/2022	17
0197705	Russo, Trisha	MAT-105-NR	College Algebra	4	\$4,968.00		4	LEC	6/13/2022	8/4/2022	7
0197705	Russo, Trisha		Special Project - ILC	3	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$3,726.00		OVL	6/1/2022	8/4/2022	
	,			11	\$9,936.00						
0000907	Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	0	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,,	3	LEC	6/13/2022	8/3/2022	4
0000907	Sanchez, Luis	CAD-220-12	Autodesk Inventor	5	\$6,680.00		3	LAB	6/14/2022	8/4/2022	6
				5	\$6,680.00						
0002668	Sedaie, Behrooz	ECO-101-1E	Principles of Economics I	3	\$4,158.00		3	LEC	6/14/2022	8/2/2022	13
	,			3	\$4,158.00						
0000731	Seo, Kymberly	BIO-100-NR	Introducing Biology	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	20
0000731	Seo, Kymberly	BIO-100-NR2	Introducing Biology	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	13
0000731	Seo, Kymberly		Lap Prep	2	\$2,772.00			OVL	6/16/2022	8/31/2022	
	. , ,			8	\$11,088.00						
0003089	Sleeth, Bradley	PHS-101-NR	Astronomy	3	\$3,876.00		3	LEC	6/13/2022	8/4/2022	28
0003089	Sleeth, Bradley		Lab Prep	2	\$2,584.00			OVL	6/1/2022	8/4/2022	
				3	\$6,460.00						
0000943	Spaniol, Scott	MAT-201-NR	Calculus I	5	\$6,680.00		5	LEC	6/13/2022	8/4/2022	17
0000943	Spaniol, Scott	MAT-202-NR	Calculus II	5	\$6,680.00		5	LEC	6/13/2022	8/4/2022	7
0000943	Spaniol, Scott		Department Chair	1	φο,σσσ.σσ	\$1,336.00		OVL	6/1/2022	8/4/2022	
	opainoi, coati			11	\$13,360.00			0.1	0, 1, 2022	0/ 1/2022	
0000761	Styer, Audrey	CPS-111-NR	Business Computer Systems	3	\$4,158.00		3	LAB	6/13/2022	8/4/2022	20
0000761	Styer, Audrey	CPS-111-NR	Business Computer Systems	2	\$2,772.00		3	LEC	6/13/2022	8/4/2022	20
0000701	Otyon, riddioy	OI O III IVIK	Publices computer Systems	5	\$6,930.00			220	0/10/2022	O/ T/ LOLL	20
0000897	Sykora, Donald	ATM-102-1G	Fuel Sys and Emission Controls	5	\$6,680.00		3	LAB	6/13/2022	8/3/2022	9
0000897	Sykora, Donald	ATM-102-1G	Fuel Sys and Emission Controls	2	\$2,672.00		3	LEC	6/13/2022	8/3/2022	9
0000897	Sykora, Donald	ATM-122-1C	Automotive Air Conditioning	5	\$6,680.00		3	LEC	6/13/2022	8/3/2022	15
0000897	Sykora, Donald	ATM-122-1C	Automotive Air Conditioning	3	\$4,008.00		3	LAB	6/13/2022	8/3/2022	15
				15	\$20,040.00						
0005802	Thompson, Juhelia	PSY-101-NR	Intro to Psychology	3	\$3,876.00		3	LEC	6/13/2022	8/4/2022	31
0005802	Thompson, Juhelia	PSY-215-NR	Life Span: Survey of Human Dev	3	\$3,876.00		3	LEC	6/13/2022	8/4/2022	32
	, ,			6	\$7,752.00						
0194864	Tomchek, Ryan	MAT-141-1H	Statistics	4	\$5,168.00		4	LEC	6/13/2022	8/4/2022	18

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Classes Only Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
				4	\$5,168.00						
0000868	Walley, Cynthia	CPS-101-NR	Informational Technologies	2	\$2,672.00		2	LEC	6/13/2022	8/4/2022	5
				2	\$2,672.00						
0000813	Zukauskas, Karolis	ENG-088-NR	Basic Composition	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	15
0000813	Zukauskas, Karolis	ENG-102-NR	Rhetoric II	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	23
0000813	Zukauskas, Karolis	HUM-153-NR	Survey of Film History	3	\$4,158.00		3	LEC	6/13/2022	8/4/2022	24
				9	\$12,474.00						
				Total	\$350,724.00	\$27,604.00					
					Grand Total	\$378,328.00					

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE ADJUNCT FACULTY

ASSIGNMENT/EMPLOYMENT REPORT FOR SUMMER SEMESTER 2022 AT

TOTAL AMOUNT OF \$113,883.57 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: \$113,883.57 Adjunct Faculty Report for SUMMER 2022

ATTACHMENTS: Adjunct Faculty Employment Report – SUMMER 2022

2022 Summer Adjunct Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment	Assignment Paid Amount	Section Minimum	Assignment Instructional	Section Start Date	Section End Date	Enrollment
24-2444	0 1 11 5	01114 405 45	O a const Oh a sa'ata d	Load		Credits	Method			_
	Campbell, Dana	CHM-105-1B	General Chemistry I	7	\$7,545.86	5	LEC/LAB	6/13/2022		7
0007800	Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	3	\$3,233.94	3	LEC	6/13/2022	8/4/2022	6
	Dutt, Eric	ENG-102-22	Rhetoric II	3	\$3,233.94	3	LEC	6/13/2022		4
	Eshafi, Nouri	ECE-202-1J	Math for Early Childhood	3	\$3,314.76	3	LEC	6/13/2022	8/4/2022	6
	Farina, Peter	BIO-203-1C	Anatomy & Physiology I	3	\$3,233.94	4	LEC	6/14/2022	8/4/2022	13
	Foltz, Chris		Special Project	3	\$3,233.94		OVL	6/1/2022	8/4/2022	
0003110	Halm, James	SOC-100-1G	Intro to Sociology	3	\$3,397.65	3	LEC	6/13/2022	8/3/2022	14
0003110	Halm, James	SOC-100-21	Intro to Sociology	3	\$3,397.65	3	LEC	6/14/2022	8/4/2022	10
0003110	Halm, James	SOC-101-1D	The Family	3	\$3,397.65	3	LEC	6/13/2022	8/1/2022	9
0003118	Hayward, James	CIS-159-NR	Adobe Photoshop	5	\$4,899.65	3	LEC/LAB	6/13/2022	8/4/2022	8
0000841	Herrera, Michelle	CSS-100-EC	College Study Seminar	3	\$2,822.13	3	LEC	6/13/2022	8/3/2022	12
0003136	Jenkins, Anthony	BIO-102-21	Introduction to Biology	6	\$6,795.30	4	LEC/LAB	6/13/2022	8/4/2022	2
0106675	Khalifeh, Khalaf	BIO-102-1C	Introduction to Biology	6	\$6,465.72	4	LEC/LAB	6/13/2022	8/3/2022	19
0003176	Leven, Robert	BIO-203-21	Anatomy & Physiology I	3	\$3,397.65	4	LEC	6/13/2022	8/3/2022	14
0002037	LoPresti, Joseph	ART-120-NR	Art Appreciation	3	\$3,397.65	3	LEC	6/13/2022	8/3/2022	26
0003100	Lyons, Kenneth	LAW-208-1B	Police Organization and Admin	3	\$3,233.94	3	LEC	5/31/2022	6/30/2022	6
	Mallett, Klaudia	PSY-101-22	Intro to Psychology	3	\$3,077.10	3	LEC	7/5/2022	8/4/2022	1
	Mallett, Klaudia	PSY-215-1B	Life Span: Survey of Human Dev	3	\$3,077.10	3	LEC	5/31/2022	6/30/2022	6
0167581	Martinez Jr, Salvador	ENG-084-1F	Reading & Writing II	3	\$3,233.94	3	LEC	6/13/2022	8/1/2022	4
0062924	Montiel, Octavio	MUS-131-1R	Private Applied Piano Non-Majo	0	\$0.00	1	LEC	6/16/2022		2
0062924	Montiel, Octavio	MUS-261-1R	Private Applied Piano Non-Majo	0	\$0.00	1	LEC	6/16/2022	8/4/2022	1
0076708	Moreno, Berta	BUS-111-21	Principles of Business	3	\$3,077.10	3	LEC	6/14/2022		2
0003160	Perusich, James	ENG-086-1E	Reading & Writing III	3	\$3,233.94	3	LEC	6/13/2022	8/3/2022	16
0003172	Ritz, Jim	LAW-210-11	Cold Case Investigation	3	\$3,233.94	3	LEC		8/1/2022	4
	Ruiz, Ruben	OMT-216-MI	Spreadsheet Software Fundament	1	\$1,077.98	1	LEC		6/30/2022	1
	Ruiz, Ruben	OMT-218-MI	Database Software Fundamentals	1	\$1,077.98	1	LEC	7/18/2022		2
0000797	Ruiz, Ruben	OMT-223-MI	Spreadsheet Software Advanced	2	\$2,155.96	2	LEC	7/5/2022	7/14/2022	2
	Selvaggio, Nicole		Rhetoric II	3	\$3,077.10	3	LEC		8/4/2022	19
0194372	Skov, Erik	MUS-134-1R	Private Applied Guitar Music M	0	\$0.00	2	LEC		8/4/2022	1
	Smith-Irowa, Pamela	ENG-102-1E	Rhetoric II	3	\$3,397.65	3	LEC	6/13/2022		13
0190101	Sulack, Alexandra	MUS-133-1R	Priv. Applied Voice Music No-M	0	\$0.00	1	LEC	6/16/2022	8/4/2022	1
0189488	Swint, Ashley	BUS-107-NR	Principles of Marketing	3	\$3,077.10	3	LEC	6/13/2022		6
0159232	Thelemague, Cristina	BIO-204-1C	Anatomy & Physiology II	3	\$3,397.65	4	LEC		8/3/2022	11
	Thelemaque, Cristina	BIO-204-1C	Anatomy & Physiology II	3	\$3,397.65	4	LEC	6/14/2022		8
	Tracy, Colette	BUS-208-11	Principles of Management	3	\$2,822.13	3	LEC	6/14/2022	8/4/2022	6
	Vacek, Sarah	ECE-200-11	Play & Guidance of Children	3	\$3,233.94	3	LEC		8/1/2022	8
	Zick, Jennifer	ECE-200-11	Observ & Assessment / Children	3	\$3,233.94	3	LEC	6/13/2022	8/4/2022	7
0003000	LIUN, JUIIIIIU	LOL-101-INK	CDSCIV & ASSESSINGIL/ CHIMICIT	Total	\$113,883.57	J	LEC	0/13/2022	0/4/2022	,

PROPOSED ACTION: THAT THE BOARD APPROVES THE DIFFERENTIAL PAY REPORT FOR FACULTY IN THE AMOUNT OF \$12,269.07 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: \$12,269.07– Full-Time & Part-Time Faculty

ATTACHMENT: DIFFERENTIAL/CBA PAY STIPEND REPORT – SUMMER 2022

2022 Summer Course by Arrangements

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Section Minimum Credits	ЕСН	Rate		signment d Amount	Assignment Instructional Method	Section Start Date	Section End Date
0197414	Balek, Ludwig	CIS 136 01	Server Configuration & A	2	4	0.80	1242.00	\$	993.60	CBA	6/13/2022	8/4/2022
0166671	Bonick, Cara	PHT-101-NR	Medical Terminology/Clinicians	3	2	0.60	1292.00	\$	775.20	CBA	6/13/2022	8/4/2022
0162452	Foltz, Chris	FIR-190-11	Occupational Safety and Health	2	3	0.60	1077.98	\$	646.79	CBA	6/14/2022	8/4/2022
0000862	Napoletano, Elizabeth	CIS 144 01	Introduction to Python	2	3	0.60	986.47	\$	591.88	CBA	6/13/2022	8/4/2022
0000747	Paez, Elizabeth	MAT-080-1B	Mathematics Fundamentals	2	3	0.60	1292.00	\$	775.20	CBA	6/13/2022	8/4/2022
0000820	Pencheva, Tsonka	ECE 203 01	Emerging Literacy in Children	3	3	0.90	1336.00	\$	1,202.40	CBA	6/13/2022	8/4/2022
0195558	Pulaski, Andrew	LAW-101-EC	Intro to Law Enforcement	4	3	1.20	1386.00	\$	1,663.20	CBA	6/14/2022	8/4/2022
0000907	Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	5	3	1.50	1336.00	\$	2,004.00	CBA	6/13/2022	8/3/2022
0000943	Spaniol, Scott	MAT-098-NR	Statistics Support	2	3	0.60	1336.00	\$	801.60	CBA	6/13/2022	8/4/2022
0000868	Walley, Cynthia	CIS-220-NR	Systems Analysis	2	3	0.60	1336.00	\$	801.60	CBA	6/13/2022	8/4/2022
							Total	\$1	0,255.47			

2022 Summer Instructor's Differential Pay Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Section Capacity	Enrollment	Over/ Under	Load	Factor	Differential Load	Rate	Differential Pay		Assignment Instructional Method		End Date
0000805	Halmon, Jamie	PEH-103-NR	Nutrition	24	28	4	2	0.03	0.24	1292	\$310.08	2	CBA	6/13/2022	8/4/2022
0162050	Markussen, Prairie	ENG-101-NR	Rhetoric I	24	25	1	3	0.03	0.09	1292	\$116.28	3	CBA	6/13/2022	8/4/2022
0002467	Montgomery, Jered	MUS-100-NR	Music Appreciation	25	27	2	3	0.03	0.18	1242	\$223.56	3	CBA	6/13/2022	8/4/2022
0000761	Styer, Audrey	CPS-111-NR	Business Computer Systems	20	26	6	5	0.03	0.90	1386	\$1,247.40	3	CBA	6/13/2022	8/4/2022
0005802	Thompson, Juhelia	PSY-215-NR	Life Span: Survey of Human Dev	32	33	1	3	0.03	0.09	1292	\$116.28	3	CBA	6/13/2022	8/4/2022
										Total	\$2,013.60				

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That the board approve replacement furniture for Athletic Locker Rooms and Nutrition Center in the amount of \$34,135.00. Quotes enclosed are from KI for the furniture package associated with the Innovation Room. KI is part of Source well purchasing consortium.

RATIONALE:

[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statues].

COST:

Total amount - \$34,135.22

ATTACHMENTS:

Quotes



QUOTATION: 22DMS-334/C

Morton Athletics New Order

CREATED 6/2/2022 | Valid Through 7/2/2022





KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Sales Team:

Danielle Super Sales Specialist danielle.super@ki.com

Danielle Super Field Coordinator danielle.super@ki.com



Morton Athletics New Order

Quote Number: 22DMS-334/C

CREATED 6/2/2022 / | Valid Through 7/2/2022

PRODUCT TOTALS \$34,135.22
See Quote Detail Summary \$0.00

GRAND TOTAL \$34,135.22

Contract Information:

OT0030729 IPHEC 1905 - No Dealer Involvement

Requested Delivery Date: To be Determined

Sold To End User
To be Determined To be Determined

Ship ToInstallationTo be DeterminedTo be Determined

Client Notes:

All fabrics, finishes, laminates and trims need to be specified to place order. Changes in fabrics, finishes and quantities may affect pricing. Dock to dock delivery
Freight included
Installation is not included in quote





 CREATED
 6/2/2022

 VALID THROUGH
 7/2/2022

 Prepared By
 Danielle Super

Prepared By Danielle Super
Quote Filename Morton Athletics New Order - 22DMS-334/C

uote F	ilename	Morton Athletics New Order - 22DMS-334/C							
Line	Model			Qty.			Sell Price	Extended Total	TBD Option
aq 1	: Lobby Sofa								
1.1	MYHL/NC	MyWay Left Facing High Arm/Right Facing Low Arr Lounge Chair,Non-Contrast Non-Contrast Fabric	n Sled Base Compliance to	1 TB 117-201	13	/NFR	\$1,261.78	\$1,261.78	
		MyWay Fabric NFR	Fabric Grade F	Ŧ		F			
		Fabric	ORIGIN			ORIGIN			
		ORIGIN	NAVY			/27.332.144.P			
		Base Finish	Starlight Silver			/SX			
		Ganging Option	With gangers (shipped per ur	nit	assemblies	/HWG			
		Glide	Nylon glides (b			/GNY			
		Power Option	Silver power m			/MPS			
		Location of Power	Right facing (le		vhen seated)	/RFP			
		Cup Holder	No cup holder			/MNCH			
		Moisture Barrier	No Moisture B	arrier		/NMB			
		Price Description: Delivered/Open Market							
		Lead Time: 9 - 11 Weeks; Ships from HIGH POI Please Note: Leadtime calculated on 6/3/2022 a		to obone					
.2	MYLH/NC	MyWay Left Facing Low Arm/Right Facing High Arr		1	.		\$1,261.78	\$1,261.78	
		Lounge Chair,Non-Contrast Non-Contrast Fabric	Compliance to	TR 117-201	13	/NFR			
		MyWay Fabric NFR	Fabric Grade F		10	F			
		Fabric	ORIGIN			ORIGIN			
		ORIGIN	NAVY			/27.332.144.P			
		Base Finish	Starlight Silver Metallic			/SX			
		Ganging Option	With gangers (2) ganging assemblies			/HWG			
		Glide	shipped per ur Nylon glides (b			/GNY			
		Power Option	Silver power m			/MPS			
		Location of Power	Right facing (le		vhen seated)	/RFP			
		Cup Holder	No cup holder		,	/MNCH		ļ	
		Moisture Barrier	No Moisture B			/NMB			
		Price Description: Delivered/Open Market Lead Time: 9 - 11 Weeks; Ships from HIGH POI Please Note: Leadtime calculated on 6/3/2022 a		to change	e.				
ag 1	: Lobby Sofa		•			WorkGroup	Product Subtotal	\$2,523.56	
na 1	: Lobby Table								
!.1	MYTB9014	MyWay Laminate Table,24x42x16"		1			\$493.58	\$493.58	
		Laminate Finish	KI Laminates			Standard			
		KI Laminates	FLORENCE W	ALNUT 799	93-38	/LFC			
	A -	Power Option	No power			/NP			
		Edge Color	Florence Waln	ut edge		/EFC			
		Base Finish	Starlight Silver	Metallic		/SX			
		Glide	Nylon glides (b	olack)		/GNY			
		Price Description: Delivered/Open Market Lead Time: 6 - 8 Weeks; Ships from HIGH POIN Please Note: Leadtime calculated on 6/3/2022 a		to change	.				
ag 1	: Lobby Table	Indian Education Outstated Str 0/0/2022 to		onunge	-	WorkGroun	Product Subtotal	\$493.58	
⊿y I	. Lobby Table							ψ-100.00	



CREATED 6/2/2022 VALID THROUGH 7/2/2022 Prepared By Quote Filename Danielle Super

Morton Athletics New Order - 22DMS-334/C

uote F	ilename	Morton Athletics New Order - 22DMS-334/C							
Line	Model			Qty.			Sell Price	Extended Total	TBD Option
ag 1:	: Ottomans								
	MPSQR/CST/NC	MyPlace Square,2" Casters,Non-Contrast		6			\$442.98	\$2,657.88	
		Non-Contrasting Fabric	Compliance t	to TD 117 2	013	/NFR			
		Non-Contrasting Fabric	Fabric Grade		013	F			
	•	Fabric	ORIGIN	; !		ORIGIN			
	3	ORIGIN	NAVY			/27.332.144.P			
		Moisture Barrier	No Moisture	Barrier		/NMB			
		Price Description: Delivered/Open Market				,			
		Lead Time: 9 - 11 Weeks; Ships from HIGH PO Please Note: Leadtime calculated on 6/3/2022 a		t to chanc	ne er				
ag 1:	: Ottomans	1 10000 110101 2500011110 5015010100 511 515/2522 5		ic to onung		WorkGroup	Product Subtotal	\$2,657.88	
- 1	· Mens/Mome	ens Locker Rooms							
	MYNN/NC	MyWay Left Facing No Arm/Right Facing No Arm S	Sled Base	8			\$895.62	\$7,164.96	
		Lounge Chair, Non-Contrast	J.JU DUJE				¥000.02	ψ1,104.30	
		Non-Contrast Fabric	Compliance t	to TB 117-20	013	/NFR			
		MyWay Fabric NFR	Fabric Grade	F		F			
		Fabric	ORIGIN			ORIGIN			
	~	ORIGIN	NAVY			/27.332.144.P			
		Base Finish	Starlight Silve			/SX			
		Ganging Option	With gangers shipped per u		g assemblies	/HWG			
		Glide	Nylon glides			/GNY			
		Moisture Barrier	No Moisture	Barrier		/NMB			
		Price Description: Delivered/Open Market							
		Lead Time: 9 - 11 Weeks; Ships from HIGH PO	INT, NC						
	MAN AIG	Please Note: Leadtime calculated on 6/3/2022 a		t to chang	ge.		0004.00	4- 4- 4-	
.5	MYNL/NC	MyWay Left Facing No Arm/Right Facing Low Arm Lounge Chair, Non-Contrast	Sled Base	8			\$984.86	\$7,878.88	
		Non-Contrast Fabric	Compliance t		013	/NFR			
		MyWay Fabric NFR	Fabric Grade	F		F			
		Fabric	ORIGIN			ORIGIN			
	*	ORIGIN	NAVY			/27.332.144.P			
		Base Finish	Starlight Silve			/SX			
		Ganging Option	With gangers shipped per u	unit	g assemblies	/HWG			
		Glide	Nylon glides	(black)		/GNY			
		Power Option	No power			/NP			
		Cup Holder	No cup holde			/MNCH			
		Moisture Barrier	No Moisture	Barrier		/NMB			
		Price Description: Delivered/Open Market	INT NO						
		Lead Time: 9 - 11 Weeks; Ships from HIGH PO Please Note: Leadtime calculated on 6/3/2022 a		t to chanc	ge.				
.6	MYLN/NC	MyWay Left Facing Low Arm/Right Facing No Arm		8			\$984.86	\$7,878.88	
		Lounge Chair, Non-Contrast	Commiliant	to TD 117 0	012	/NED			
		Non-Contrast Fabric	Compliance t		UIS	/NFR F			
		MyWay Fabric NFR Fabric	Fabric Grade ORIGIN	7 1		ORIGIN			
		ORIGIN	NAVY			/27.332.144.P			
		Base Finish	Starlight Silve	er Metallic		/SX			
		Ganging Option	With gangers		n assemblies	/HWG			
			shipped per u	unit	₂ 200011101100				
		Glide	Nylon glides	(black)		/GNY			
		Power Option	No power			/NP			
		Cup Holder	No cup holde			/MNCH			
		Moisture Barrier	No Moisture	Barrier		/NMB			
		Price Description: Delivered/Open Market							
		Lead Time: 9 - 11 Weeks; Ships from HIGH PO	INT, NC						



CREATED 6/2/2022 7/2/2022 VALID THROUGH Prepared By Danielle Super

Quote Filename Morton Athletics New Order - 22DMS-334/C

ote F	ilename	Morton Athletics New Order - 22DMS-334/C						
ine	Model			Qty.		Sell Price	Extended Total	TBI Optio
		Please Note: Leadtime calculated on 6/3/2022 a	and is subject	to change.				
ag 1	: Mens/Wome	ens Locker Rooms			WorkGroup P	roduct Subtotal	\$22,922.72	
	: Ref Sofa			-1				
5.1	MYHL/NC	MyWay Left Facing High Arm/Right Facing Low Art Lounge Chair,Non-Contrast Non-Contrast Fabric	m Sled Base Compliance to	2 TB 117-2013	/NFR	\$1,137.58	\$2,275.16	
		MyWay Fabric NFR	Fabric Grade F		F			
		Fabric	ORIGIN		ORIGIN			
		ORIGIN	NAVY		/27.332.144.P			
		Base Finish	Starlight Silver	r Metallic	/SX			
		Ganging Option	•	(2) ganging assemblies				
		Glide	Nylon glides (b		/GNY			
		Power Option	No power	,	/NP			
		Cup Holder	No cup holder		/MNCH			
		Moisture Barrier	No Moisture B		/NMB			
		Price Description: Delivered/Open Market		will of	AMID			
		Lead Time: 9 - 11 Weeks; Ships from HIGH PO Please Note: Leadtime calculated on 6/3/2022 a		to change.				
.2	MYLH/NC	MyWay Left Facing Low Arm/Right Facing High Ar	m Sled Base	2		\$1,137.58	\$2,275.16	
		Lounge Chair,Non-Contrast Non-Contrast Fabric	Compliance to	TB 117-2013	/NFR			
		MyWay Fabric NFR	Fabric Grade F	F	F			
		Fabric	ORIGIN		ORIGIN			
		ORIGIN	NAVY		/27.332.144.P			
		Base Finish	Starlight Silver	r Metallic	/SX			
		Ganging Option	With gangers (shipped per ur	(2) ganging assemblies nit				
		Glide	Nylon glides (b	olack)	/GNY			
		Power Option	No power		/NP			
		Cup Holder	No cup holder		/MNCH			
		Moisture Barrier	No Moisture B	arrier	/NMB			
		Price Description: Delivered/Open Market						
		Lead Time: 9 - 11 Weeks; Ships from HIGH PO Please Note: Leadtime calculated on 6/3/2022 a	,	to change.				
ag 1	: Ref Sofa				WorkGroup P	roduct Subtotal	\$4,550.32	
n 1	: Ref Tables							
	MYTB9014	MyWay Laminate Table,24x42x16"		2		\$493.58	\$987.16	
		Laminate Finish	KI Laminates		Standard		,	
		KI Laminates	FLORENCE W	VALNUT 7993-38	/LFC			
	A	Power Option	No power		/NP			
		Edge Color	Florence Waln	nut edge	/EFC			
		Base Finish	Starlight Silver	-	/SX			
		Glide	Nylon glides (b		/GNY			
		Price Description: Delivered/Open Market	, (L		,			
		Lead Time: 6 - 8 Weeks; Ships from HIGH POII		to about				
n 1	: Ref Tables	Please Note: Leadtime calculated on 6/3/2022 a	and is subject	to change.	WorkGroup D	roduct Subtotal	\$987.16	
aı I	. Kei iables				workGroup P	TOURCE SUBTOTAL	\$301.10	

Quote Summary

Product SubTotal: \$34,135.22

This project is exempt from surcharges because of one or more applied contracts. \$0.00

Estimated Sales Tax: See Notes

Quote Total: \$34,135.22

NOTES:

Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the
model number/description/options shown for full product specifications.

• Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

PROJECT LEAD TIME SUMMARY:

Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

Shipping Location MFG Lead Time Range

HIGH POINT, NC 9 - 11 Weeks

- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.





Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Danielle Super Market Code: 1=1=University & College

Opportunity #:

Quote Filename: Morton Athletics New Order - 22DMS-334

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

- All purchase orders must be issued to KI or KI c/o the dealer with this address: KI 1330 Bellevue Street Green Bay, WI 54302
- 2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
- 3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
- 4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

PROPOSED ACTION: For the board to approve Briggs Paving for sealcoating for the main lots on campus.

RATIONALE: Sealcoat Campus Parking Lots

COST ANALYSIS: \$48,265.00

ATTACHMENT:

Released by Juan Carlos Martinez on Jun 13, 2022

Released



Briggs Paving

5106 Walnut Avenue • Downers Grove, IL 60515 • Phone: 630-963-7800 • Fax: (630)963-5538

Joseph Florio Cell: 708-528-2502

Job Address: 3801 S. Central Ave. Cicero, IL 60804

Print Date: 6-16-2022

Terms and Conditions

We propose to provide labor, material, equipment and supervision to perform the following work:



Items Qty/Unit Price

Crackfill, Sealcoat, and Re-Stripe (1 LS \$48,265.00 approximately 400,000 sf) Yellow

Areas

- Saw cut the perimeter of (3) storm sewers. (Blue Areas)
- Remove asphalt and deteriorated concrete rings.
- Mortar any openings in the sewer.
- Patch with hot mix asphalt surface.
- Clean and seal cracks that are ¼"
 or greater with hot rubberized
 material over approximately 6,000 lf
 (alligator areas will not be sealed).
- Clean lots in preparation of

6/16/22, 8:44 AM

Proposal Print

sealer.

 Apply one coat of commercial grade sealer incorporating the following admixture:

o Latex Modifier.

- o Hardening Agent.
- o 2 lbs. to 4 lbs. of silica sand per gallon.
- Re-stripe the parking lot to the original layout.

Total Price: \$48,265.00



Briggs Paving is a division of Construction Management Corporation of America

Due to volatile material market, pricing is subject to change. Final pricing to be agreed upon prior to award and signing of any contracts. At this time, pricing is only valid for 5 days. Any additional material increases/decreases post award discussed prior to commencement. Any changes will be document in change orders.

Terms & Conditions

Contract Documents – Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation. Pricing on proposals is valid for 30 days. All alternate bid pricing is based on the approval of the base bid. Pricing may vary on alternate bids if base work isn't completed at the same time.

Payments Terms Net Balance Due 30 Days After Completion of Work – Unpaid balances will accrue a late fee of 1.5% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Briggs Paving all sums earned to date. The client's obligation to pay for the work contracted is in no way dependent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the Client's successful completion of the project or other contingency. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

Permit and Fees — Unless noted otherwise, this quotation excludes the cost of CITY PERMITS, BONDS and LICENSES or plans required to obtain the aforementioned. For an additional fee, Briggs has the ability to provide all of these services, if required by the village or township where the work is to be completed.

Employee Safety – All employees will have ear and eye protection. All employees will wear boots and safety vests. Weekly tool box talks to be had regarding job safety and work progression. Progress reports will be given to the client upon request.

Unmarked/Undocumented Utilities – The client shall be responsible for repairing any private utility lines damaged by Briggs Paving during the course of this project which were un-marked, un-documented or non-conforming to prevailing codes. While Briggs Paving shall be responsible for repairing utilities in situations where Briggs Paving damaged marked, conforming private utility lines. Briggs Paving shall not be held liable for additional cost associated with utility interruption regardless of whether the lines were marked and/or documented properly or not. The customer is responsible to call the utility company.

Work Accessibility - The price (s) quoted herein contingent upon the work being free of any obstructions, (vehicles, dumpsters, etc) at the scheduled project start date and time.

Briggs Paving reserves the right to adjust the agreed upon project price if the job conditions prevent Briggs Paving work crews from starting on time and proceeding without interruption.

Mobilizations — There will be a charge for each additional mobilization required by request of the customer. Additional mobilizations due to weather, machine failure, and other unforeseen circumstances will not be charged.

Soil Conditions — The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Briggs Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Briggs Paving will notify agent or owner for inspection.

Based upon recent law amending the Clean Construction Demolition Debris (CCDD) regulations, all hauling of spoils off site to a licensed CCDD fill operation must have a Source

Site Certification executed by the property owner/professional engineer. This must be IEPA form LPC-663 certifying that the material is uncontaminated. Costs for this are by

others or at an additional cost.

Water Drainage - On project where the natural fall of the land is less than 2%, Briggs Paving cannot guarantee that there will be total water drainage on pavements. After the repair, Briggs Paving shall not be held liable for ponding or retention in the surrounding areas.

Concrete Cracking/Discoloration - Briggs Paving will use the best industry practices to control where concrete cracks. Joints will be sawed or tooled in an effort create a relief joint for the concrete to crack. There is no guarantee that concrete will crack in the designated control joints. There is no guarantee that concrete color will be an exact match. Concrete age, maisture content, exposure to uv rays, application of sealers and variation in natural materials all effect the final color of the concrete.

Cleaning Expenses — The owner understands that the work called for in this agreement is a messy process. The parties agree that Briggs Paving is not responsible for cleaning, repairing or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Briggs Paving's employees.

Volatile Market - Material cost may be affected by fluctuations in raw materials and is therefore subject to change.

Indemnity – Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by Briggs Paving. The customer hereby agrees to indemnify and hold Briggs Paving and its agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

Successors and Assigns – The Client binds himself, his partners, successors, executors, administrators, and assigns to the contractor to this proposal in respect to all the terms and conditions of this proposal. Neither the Client nor Contractor shall assign his interest in this proposal without the written consent of the other. Wherever possible each provision of this lease shall be interpreted in such manners as to be effective and valid under applicable Illinois law.

Insurance – We maintain Workman's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit) \$1,000,000.00. We will pay for any damaged suffered by the Client arising solely from our negligent acts or omissions in performing out services under this agreement, but our liability to pay for such damaged shall be limited to the amount of insurance proceeds then available from the insurance policy which covers us for the Client's damages on the date any judgment is entered. In no event shall we, our agents, employees, or any independent contractors be personally liable for any damages. "Damages" as referred to in this clause shall include any type of damage that are or could be awarded by any court or arbitration panel such as, by way of general example but not limitation, tort damages, contract damages, strict liability damages, liquidated damages, punitive damages, consequential damages, incidental damages, direct damages, or any penalty, if the Client places greater responsibilities upon us or required further insurance coverage, we, if specifically so directed, will take out additional insurance, (if procurable) to protect us, at the Client's expense.

Proposal Print

As a duly authorized represen	ntative of	, I agree to these Terms & Conditions.
initialed:	Date:	
I confirm that my action	here represents my electronic signature and is binding.	
Signature:		
Date:		
Print Name:		

Released by Juan Carlos Martinez on Jun 13, 2022





Briggs Paving

5106 Walnut Avenue • Downers Grove, IL 60515 • Phone: 630-963-7800 • Fax: (630)963-5538

Joseph Florio Cell: 708-528-2502

Job Address: 3801 S. Central Ave. Cicero, IL 60804

Print Date: 6-16-2022

Terms and Conditions

We propose to provide labor, material, equipment and supervision to perform the following work:



Items	Qty/Unit	Price	
Crackfill, Sealcoat, and Re-Stripe (approximately 400,000 sf) Yellow Areas	1 LS		\$48,265.00
• Saw cut the perimeter of (3)			
storm sewers. (Blue Areas)			
Remove asphalt and deteriorated			

- concrete rings.Mortar any openings in the
- Mortar any openings in the sewer.
- Patch with hot mix asphalt surface.
- Clean and seal cracks that are ¼"
 or greater with hot rubberized
 material over approximately 6,000 lf
 (alligator areas will not be sealed).
- · Clean lots in preparation of

Proposal Print

sealer.

- Apply one coat of commercial grade sealer incorporating the following admixture:
 - o Latex Modifier.
 - o Hardening Agent.
- o 2 lbs. to 4 lbs. of silica sand per gallon.
- Re-stripe the parking lot to the original layout.

Total Price: \$48,265.00



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Work Accessibility - The price (s) quoted herein contingent upon the work being free of any obstructions, (vehicles, dumpsters, etc) at the scheduled project start date and time.

Released by Juan Carlos Martinez on Jun 13, 2022





Briggs Paving

5106 Walnut Avenue • Downers Grove, IL 60515 • Phone: 630-963-7800 • Fax: (630)963-5538

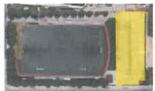
Joseph Florio Cell: 708-528-2502

Job Address: 3801 S. Central Ave. Cicero, IL 60804

Print Date: 6-16-2022

Terms and Conditions

We propose to provide labor, material, equipment and supervision to perform the following work:



Items	Qty/Unit	Price	
Crackfill, Sealcoat, and Re-Stripe (approximately 42,000 sf) Yellow Area	1 LS		\$5,980.00
 Clean and seal cracks that are ¼" or greater with hot rubberized material over approximately 2,000 lf (alligator areas will not be sealed). Clean lots in preparation of sealer. Apply one coat of commercial grade sealer incorporating the 			
following admixture: o Latex Modifier. o Hardening Agent. o 2 lbs. to 4 lbs. of silica sand per gallon.			

* 6/16/22, 8:43 AM Proposal Print

 Re-stripe the parking lot to the original layout.

Total Price: \$5,980.00

BRIGGS PAVING

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or owner for inspection.

Based upon recent law amending the Clean Construction Demolition Debris (CCDD) regulations, all hauling of spoils off site to a licensed CCDD fill operation must have a Source

Site Certification executed by the property owner/professional engineer. This must be IEPA form LPC-663 certifying that the material is uncontaminated. Costs for this are by

others or at an additional cost.

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Concrete age, moisture content, exposure to uv rays, application of sealers and variation in natural materials all effect the final color of the concrete.

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expenses related to or in any way connected with the materials or services provided by Briggs Paving. The customer hereby agrees to indemnify and hold Briggs Paving and its

agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

Successors and Assigns - The Client binds himself, his partners, successors, executors, administrators, and assigns to the contractor to this proposal in respect to all the terms and

conditions of this proposal. Neither the Client nor Contractor shall assign his interest in this proposal without the written consent of the other. Wherever possible each provision

of this lease shall be interpreted in such manners as to be effective and valid under applicable Illinois law.

Insurance - We maintain Workman's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability

Insurance and Automobile Liability Insurance with bodily injury (limit) \$1,000,000.00. We will pay for any damaged suffered by the Client arising solely from our negligent acts or

omissions in performing out services under this agreement, but our liability to pay for such damaged shall be limited to the amount of insurance proceeds then available from the

insurance policy which covers us for the Client's damages on the date any judgment is entered. In no event shall we, our agents, employees, or any independent contractors be

personally liable for any damages. "Damages" as referred to in this clause shall include any type of damage that are or could be awarded by any court or arbitration panel such as,

by way of general example but not limitation, tort damages, contract damages, strict liability damages, liquidated damages, punitive damages, consequential damages, incidental

damages, direct damages, or any penalty, If the Client places greater responsibilities upon us or required further insurance coverage, we, if specifically so directed, will take out

additional insurance, (if procurable) to protect us, at the Client's expense.

As a duly authorized representative of	 I agree to these	e Terms & Condi	itions

Initialed: ______ Date: _____

I confirm that my action here represents my electronic signature and is binding.

Signature:

6/16/22, 8:43 AM	Proposal Print	
Date:		
Print Name:		



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

PROPOSAL

Date 4/12/2022 Proposal # 4344

SUBMITTAL TO

Morton College 3801 S Central Ave Cicero, IL 60804

Contact Joe

Email:

joseph.florio@morton.edu

Phone:

708-656-8000

Job Morton College

Address 3801 S Central Ave

Description		Qty	Rate	Amount
AREA 1 - Main Drive from Central to 39th				
Hot Rubber Crackfill w/Routing (LF)		950	0.75	712.50
Seal Area - 2 Coats (SF)		35,093	0.09498	3,333.00
Restripe lot per existing layout		·	600.00	600.00
4" Line (LF)		139	0.00	
12" Line (LF)		176	0.00	
24" Line (LF)		107	0.00	
4" Double Line (LF)		410	0.00	
Arrows - Standard (EA)		3	0.00	
AREA E				45.00 <u>.</u>
Hot Rubber Crackfill w/Routing (LF)		3,600	0.75	2,700.00
Seal Area - 2 Coats (SF)		31,175	0.09498	2,961.00
Restripe lot per existing layout		·	800.00	800.00
Stalls (EA)		72	0.00	
ADA Stalls (EA)		8	0.00	
4" Line (LF)		1,553	0.00	
AREA B				
Hot Rubber Crackfill w/Routing (LF)		275	0.90909	250.00
Seal Area - 2 Coats (SF)		10,431	0.09491	990.00
Restripe lot per existing layout		10,701	350.00	350.00
Stalls (EA)	(Continued on Page 2)	19	0.00	330.00
5			Total	



PROPOSAL

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

Date 4/12/2022 Proposal # 4344

SUBMITTAL TO

Morton College 3801 S Central Ave Cicero, IL 60804

Contact Joe

Email:

joseph.florio@morton.edu

Phone: 708-656-8000

Job Morton College

Address 3801 S Central Ave

71001000	Jood to Octivial Ave			
Descripti	ion	Qty	Rate	Amount
ADA Stalls 4" Line (LF		7 90	0.00 0.00	
Seal Area	(EA)	3,300 54,217 78 2 240	0.75 0.09499 400.00 0.00 0.00	2,475.00 5,150.00 400.00
	r Crackfill (LF) - 2 Coats (SF) .S)	5,675 245,491 768 3,382	0.74996 0.09 3,000.00 0.00 0.00	4,256.00 22,094.00 3,000.00
	REPAIRS (LS) tch Basins, (1) Seam @ 40' x 4', and (2-3) pot hole	es.	3,900.00	3,900.00
			Total	\$53,971.50

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

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



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

PROPOSAL

Date 4/12/2022 Proposal # 4345

SUBMITTAL TO

Morton College 3801 S Central Ave Cicero, IL 60804

Contact Joe

Email:

joseph.florio@morton.edu

Phone:

708-656-8000

Job Hawthorne Sports Complex

Address 3200 S. Central, Cicero

Address	3200 S. Central, Cicero			
Descriptio	on the state of th	Qty	Rate	Amount
All Weeds F	Removed By Others (PARKING LOT ONLY) (LS)			
Seal Area -	2 Coats (SF)	44,300	0.12077	5,350.00
Restripe (LS Stalls (EA) ADA Stalls (4" Line (LF)	(EA)	110 5 580	925.00 0.00 0.00 0.00	925.00
			Total	\$6,275.00

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

By signing below you confirm you have read through and accept all terms and conditions stated above and those listed in our specifications and warranty statement.

Signature & Date	



Submitted to: Morton College

Joe Florio

Address: 3801 S. Central Ave.,

Cicero, IL 60804

Phone:

708 528 2502

Fax:

Email: Joseph.florio@morton.edu

Date: 4/12/22

Job Details: Crack Fill, Seal, Stripe

Job Location: 3801 S. Central Ave.,

Cicero, IL

Specifications:

1) Crack Sealing:

\$11,500.00

- Remove all dirt and debris from ¼" to ½" singular cracks in the pavement.
- Apply hot pour rubberized crack sealant meeting the ASTM 3405 specification.
- Allow ample time to dry before sealing over.

2) Sealcoating:

\$57,900.00

- Thoroughly clean pavement surface of all dirt and debris.
- Scrape and prime oil spots with oil primer.
- Apply Sealmaster Ultrablend sealer meeting all state and federal specifications.
- The sealer will be applied at a rate of 60 sq. ft. per gallon, according to manufacturer's recommendations, with 3-5 lbs. sand load and 1% polymer additive.
- Barricade freshly sealed area to direct traffic to stay off area. (Approx. 413,170 Ft²) Includes Main Campus & Lot at Baseball Field

3) Striping:

\$8,400.00

- Re-stripe lot according to current configuration.
- The material used meets OSHA and Illinois State Specifications.
- The material will be applied with a Graco 3900 Line Lazer Airless Striper











Total Bid Price: \$77,800.00

Special Notes:

- Payment Terms: Net 15 days.
- Bid is good for 30 days from the date on the estimate or until the end of the season (usually November).
- Bid is based on the current material prices at the date of this proposal. Should price of material change bid will change accordingly.
- All permits to be provided by others
- Murphy Construction Services, LLC is not responsible for delays in work due to weather, acts of God, governmental restrictions or regulations, local labor shortages, shortages of raw material, supplies, transportation, fuel, or any other result out of the control of Murphy Construction Services, LLC.
- Payments not made within the terms of this contract shall bear interest at two percent (2%) per month for a
 true A.P.R. of twenty four percent (24%). Cost of collections of any unpaid balance including attorney fees
 and court costs of any type shall be the responsibility of the owner and/or agent and/or management co. and
 shall be paid along with the unpaid balance by the owner and/or agent and/or management co.
- All material and work is guaranteed to be as specified and warrantied for 1 year. All work to be completed in
 a professional manner according to standard practices. Any alteration or deviation from above specifications
 involving extra costs will be executed only upon written orders, and will become an extra charge over and
 above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. All
 work is covered by workman's compensation, general liability insurance, and bonded.

urphy Construction Services, LLC
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date:

PROPOSED ACTION: For the board to approve Briggs Paving for sealcoating for the Soccer Field.

RATIONALE: Sealcoat Soccer Field

COST ANALYSIS: \$5,980.00

ATTACHMENT:

Released by Juan Carlos Martinez on Jun 13, 2022





Briggs Paving

5106 Walnut Avenue - Downers Grove, IL 60515 - Phone: 630-963-7800 - Fax: (630)963-5538

Joseph Florio Cell: 708-528-2502

Job Address: 3801 S. Central Ave. Cicero, IL 60804

Print Date: 6-16-2022

Terms and Conditions

We propose to provide labor, material, equipment and supervision to perform the following work:



Items

Qty/Unit

Price

Crackfill, Sealcoat, and Re-Stripe (approximately 42,000 sf) Yellow Area

1 LS

Clean and seal cracks that are ¼"
or greater with hot rubberized
material over approximately 2,000 If
(alligator areas will not be sealed).

 Clean lots in preparation of sealer.

- Apply one coat of commercial grade sealer incorporating the following admixture:
 - o Latex Modifier.
 - o Hardening Agent.
 - o 2 lbs. to 4 lbs. of silica sand per

gallon.

\$5,980.00

 Re-stripe the parking lot to the original layout.

Total Price: \$5,980.00



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Terms & Conditions

Contract Documents – Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation. Pricing on proposals is valid for 30 days. All alternate bid pricing is based on the approval of the base bid. Pricing may vary on alternate bids if base work isn't completed at the same time.

Payments Terms Net Balance Due 30 Days After Completion of Work – Unpaid balances will accrue a late fee of 1.5% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Briggs Paving all sums earned to date. The client's obligation to pay for the work contracted is in no way dependent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the Client's successful completion of the project or other contingency. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGREEMENT UPON FAILURE OF THE CLIENT TO PAY INVOICES AS DUE.

Permit and Fees - Unless noted otherwise, this quotation excludes the cost of CITY PERMITS, BONDS and LICENSES or plans required to obtain the aforementioned. For an additional fee, Briggs has the ability to provide all of these services, if required by the village or township where the work is to be completed.

Employee Safety – All employees will have ear and eye protection. All employees will wear boots and safety vests. Weekly tool box talks to be had regarding job safety and work progression. Progress reports will be given to the client upon request.

Unmarked/Undocumented Utilities — The client shall be responsible for repairing any private utility lines damaged by Briggs Paving during the course of this project which were un-marked, un-documented or non-conforming to prevailing codes. While Briggs Paving shall be responsible for repairing utilities in situations where Briggs Paving damaged marked, conforming private utility lines. Briggs Paving shall not be held liable for additional cost associated with utility interruption regardless of whether the lines were marked and/or documented properly or not. The customer is responsible to call the utility company.

Work Accessibility – The price (s) quoted herein contingent upon the work being free of any obstructions, (vehicles, dumpsters, etc) at the scheduled project start date and time.

Briggs Paving reserves the right to adjust the agreed upon project price if the job conditions prevent Briggs Paving work crews from starting on time and proceeding without interruption.

Mobilizations – There will be a charge for each additional mobilization required by request of the customer. Additional mobilizations due to weather, machine failure, and other unforeseen circumstances will not be charged.

Soil Conditions - The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Briggs Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Briggs Paving will notify agent

Proposal Print

6/16/22, 8:43 AM

or owner for inspection.

Based upon recent law amending the Clean Construction Demolition Debris (CCDD) regulations, all hauling of spoils off site to a licensed CCDD fill operation must have a Source Site Certification executed by the property owner/professional engineer. This must be IEPA form LPC-663 certifying that the material is uncontaminated. Costs for this are by others or at an additional cost.

Water Drainage - On project where the natural fall of the land is less than 2%, Briggs Paving cannot guarantee that there will be total water drainage on pavements. After the repair, Briggs Paving shall not be held liable for ponding or retention in the surrounding areas.

Concrete Cracking/Discoloration - Briggs Paving will use the best industry practices to control where concrete cracks. Joints will be sawed or tooled in an effort create a relief joint for the concrete to crack. There is no guarantee that concrete will crack in the designated control joints. There is no guarantee that concrete color will be an exact match. Concrete age, moisture content, exposure to uv rays, application of sealers and variation in natural materials all effect the final color of the concrete.

Cleaning Expenses — The owner understands that the work called for in this agreement is a messy process. The parties agree that Briggs Paving is not responsible for cleaning.

repairing or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Briggs Paving's employees.

Volatile Market - Material cost may be affected by fluctuations in raw materials and is therefore subject to change.

todemnity – Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by Briggs Paving. The customer hereby agrees to indemnify and hold Briggs Paving and its agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

Successors and Assigns – The Client binds himself, his partners, successors, executors, administrators, and assigns to the contractor to this proposal in respect to all the terms and conditions of this proposal. Neither the Client nor Contractor shall assign his interest in this proposal without the written consent of the other. Wherever possible each provision of this lease shall be interpreted in such manners as to be effective and valid under applicable Illinois law.

Insurance — We maintain Workman's Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit) \$1,000,000.00. We will pay for any damaged suffered by the Client arising solely from our negligent acts or amissions in performing out services under this agreement, but our liability to pay for such damaged shall be limited to the amount of insurance proceeds then available from the insurance policy which covers us for the Client's damages on the date any judgment is entered. In no event shall we, our agents, employees, or any independent contractors be personally liable for any damages. "Damages" as referred to in this clause shall include any type of damage that are or could be awarded by any court or arbitration panel such as, by way of general example but not limitation, tort damages, contract damages, strict liability damages, liquidated damages, punitive damages, consequential damages, incidental damages, direct damages, or any penalty, If the Client places greater responsibilities upon us or required further insurance coverage, we, if specifically so directed, will take out additional insurance, (if procurable) to protect us, at the Client's expense.

As a duly authorized representative of	, I agree to these Terms & Conditions.
nitialed:Date:	

I confirm that my action here represents my electronic signature and is binding.

Signature:	
------------	--

6/16/22, 8:43 AM	Proposal Print
Date:	
Print Name:	

PROPOSED ACTION:

Approval of the Max Sports rental facility for the athletic teams from November 2021 to April 2022, in the amount of \$34,760.00.

RATIONALE:

Facility rental during renovations on Morton College Baseball-Softball Fields and during inclement weather.

COST ANALYSIS:

\$34,760.00

Previous Invoices Paid: \$5,590.00 November – December 2021 \$7,400.00 January 2022

ATTACHMENT:

Max Sports Invoice (32 pages)



Receipt # Payment Date: Household:

78912 04/14/22 576

McCook Athletic & Exposition Center 4750 S. Vernon Avenue

McCook, IL 60525 Phone: (708)485-9900 www.max-mccook.com

Morton College 3801 S Central Ave Cicero IL 60804 jason.nichols@morton.edu

Reservation Updated: McCook Athletic and Exposition Center, Field 1 Address: 4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

Reserv. Number:

(708)656-8000

Status:

6498 Firm

Purpose:

baseball

50

Anticipated Count:

Date(s) And Times

Thu 02/10/2022 1:30P to 3:30P

New Fees 0.00

Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College (708)656-8000

Phone Number: Reserv. Number:

7078

Firm

Status: Purpose:

soccer

Anticipated Count:

50

Date(s) And Times Fri 02/11/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid

Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount

100.00

Count 2.00 Discount 0.00

0.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

7078 Firm

Status: Purpose:

soccer

Anticipated Count:

50

Date(s) And Times Mon 02/14/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00

Discount 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

7078

Status: Purpose: Firm soccer

Anticipated Count:

50

Date(s) And Times

Fri 02/18/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Reserv. Contact: Phone Number:

(708)656-8000

Reserv. Number:

7078

Status:

Firm soccer 50

Purpose: **Anticipated Count:**

Date(s) And Times

New Fees 0.00 Total Fees New Paid 200.00

Total Paid Amount Due 0.00 200.00

Fee Description

Amount

Count <u>Discount</u>

0.00

Fee Details:

1/4 Field Fee

100.00

2.00 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Fri 02/25/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Phone Number:

(708)656-8000

Reserv. Number:

7078

Firm

Status: Purpose:

soccer

Anticipated Count:

50

Date(s) And Times Fri 03/04/2022 1:30P to 3:30P New Fees 0.00 Total Fees

New Paid

Total Paid Amount Due

Fee Description

<u>Amount</u>

200.00

0.00

200.00

200.00

Fee Details:

1/4 Field Fee

100.00

Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000

Reserv. Number:

7163

Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

soccer

Anticipated Count:

12

Date(s) And Times

New Fees 0.00 Total Fees 590.00 New Paid 0.00 Total Paid Amount Due 0.00 590.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 295.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 590.00

Reservation Comments:

Mon 03/07/2022 1:30P to 3:30P

Special Questions:

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000

Reserv Number

7163

Status: Purpose:

Firm soccer 12

Anticipated Count:

Date(s) And Times

Wed 03/09/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 590.00 New Paid 0.00

0.00

Total Paid Amount Due 0.00 590.00

590.00

590.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 295.00

Discount 2.00

Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 1

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000 7163

Reserv. Number:

Firm

Status: Purpose:

soccer

Anticipated Count:

12

Date(s) And Times Fri 03/11/2022 1:30P to 3:30P New Fees 0.00 Total Fees 590.00 New Paid

Total Paid Amount Due

Fee Description

0.00

0.00 590.00

Fee Details:

1/4 Field Fee

Amount 295.00 Count 2.00

Discount 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000

Reserv. Number:

6944

Status: Purpose: Firm

baseball 50

Anticipated Count:

Date(s) And Times Tue 02/01/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

(708)656-8000

Reserv. Number:

6944

Status:

Firm baseball

Purpose: **Anticipated Count:**

Date(s) And Times

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

<u>Amount</u>

Count

Discount

0.00

1/4 Field Fee

100.00

2.00

Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Thu 02/03/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

7018́

Status:

Firm softball

50

Purpose: Anticipated Count:

Fri 02/04/2022 1:30P to 3:30P

New Fees

Total Fees 200.00 New Paid

0.00

0.00

Total Paid Amount Due

0.00 200.00

200.00

200.00

Fee Details:

Fee Description

Date(s) And Times

1/4 Field Fee

Amount 100.00

0.00

Count

2.00

Discount

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

7018

Status:

Firm

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

Mon 02/07/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00

Fee Description

Amount

Discount Count

Sales Tax Total Fee

Fee Details:

1/4 Field Fee

100.00

2.00 0.00

0.00 200.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

6944

Status: Purpose: Firm baseball

Anticipated Count:

50

Date(s) And Times

Tue 02/08/2022 1:30P to 3:30P

New Fees 0.00

Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

Reserv. Number:

(708)656-8000 7018

Status:

Firm softball

50

Purpose: **Anticipated Count:**

Date(s) And Times

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

Fee Description

<u>Amount</u>

Count

0.00 200.00

Fee Details:

1/4 Field Fee

100.00

2.00

Discount 0.00 Sales Tax Total Fee

200.00

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Wed 02/09/2022 1:30P to 3:30P

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

7018

Status:

Firm

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

Fri 02/11/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

Fee Description

<u>Amount</u>

0.00 200.00

Fee Details:

1/4 Field Fee

100.00

Count 2.00 **Discount** 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

7018

Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

Mon 02/14/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count Discount 2.00

0.00

Sales Tax Total Fee

200.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address: Reserv Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Phone Number:

(708)656-8000

Reserv. Number: Status:

6944 Firm

50

Purpose:

baseball

Anticipated Count:

Date(s) And Times Tue 02/15/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00

Discount 2.00

Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Phone Number:

Morton College (708)656-8000

Reserv. Number:

Status:

7018 Firm softball

Purpose: **Anticipated Count:**

50

Date(s) And Times Wed 02/16/2022 1:30P to 3:30P New Fees 0.00 Total Fees

New Paid 0.00

Total Paid Amount Due

200.00

0.00 200.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

6944

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Thu 02/17/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00

Discount 0.00 Sales Tax Total Fee

0.00 200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College

Reserv. Number:

(708)656-8000

Status:

7018

Purpose:

Firm softball 50

Anticipated Count:

Date(s) And Times Fri 02/18/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00

New Paid

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

<u>Amount</u>

0.00

1/4 Field Fee

100.00

Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Reserv. Contact: Phone Number:

(708)656-8000

Reserv. Number:

6944

Status:

Firm

50

baseball Purpose:

Anticipated Count:

Date(s) And Times

New Fees

Total Fees

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details: Fee Description Amount Count Discount

1/4 Field Fee

Sales Tax Total Fee

100.00

0.00

2.00

200.00

0.00

0.00 200.00

Special Questions:

Reservation Comments:

Tue 02/22/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

Anticipated Count:

7018

Status:

Firm

Purpose:

softball 50

Date(s) And Times Wed 02/23/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due 0.00 200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 **Discount**

0.00

Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College

Reserv. Number:

(708)656-8000

Status:

6944 Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Thu 02/24/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 200.00 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number: Status:

7018 Firm softball

50

Purpose: **Anticipated Count:**

Date(s) And Times

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

Fee Description

Count

0.00 200.00

Fee Details:

1/4 Field Fee

Amount 100.00

2.00

Discount 0.00 Sales Tax Total Fee

200.00

0.00

Special Questions:

Reservation Comments:

Fri 02/25/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

(708)656-8000

Reserv. Number:

7018

Status:

Firm

Purpose:

softball

Anticipated Count:

50

Date(s) And Times Mon 02/28/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count Discount 2.00

Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

6944

Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Tue 03/01/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

7018́

Status: Purpose:

Firm softball

50

Anticipated Count:

Date(s) And Times Wed 03/02/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2 Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000 6944

Reserv. Number:

Firm

Status:

Purpose: **Anticipated Count:** baseball 50

Date(s) And Times Thu 03/03/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

<u>Amount</u>

Count

Discount

1/4 Field Fee

100.00

2.00

0.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2 4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

7018

Status: Purpose:

Address:

Firm softball

Anticipated Count:

50

Date(s) And Times

Fri 03/04/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number: Status:

718Ó Firm

Purpose:

baseball 50

Anticipated Count:

Date(s) And Times

Mon 03/07/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count Discount 2.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

Status:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

718Ó Firm

Purpose:

baseball 50

Anticipated Count:

New Fees

Total Fees

0.00

New Paid

Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

Date(s) And Times

<u>Amount</u> 100.00 Count 2.00

200.00

Discount

0.00

0.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Tue 03/08/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College (708)656-8000

Phone Number: Reserv. Number:

718Ó

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Total Fees

New Paid 0.00 Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00

New Fees

0.00

Count Discount 2.00 0.00

200.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Wed 03/09/2022 1:30P to 3:30P



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: (708)656-8000

Status:

7180 Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Thu 03/10/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

Amount

Count

Discount

Sales Tax Total Fee

1/4 Field Fee

100.00

2.00

0.00

0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Reserv Contact: Phone Number:

(708)656-8000

Reserv. Number:

7180

Status:

Firm

Purpose: **Anticipated Count:** baseball 50

Date(s) And Times

Fri 03/11/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 2

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

(708)656-8000

Reserv. Number:

7294 Firm

Status: Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count Discount 2.00 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Fri 03/18/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

6498

Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose: **Anticipated Count:**

Fee Details:

softball

50

Date(s) And Times

Tue 02/01/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00

Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000

Reserv. Number: Status:

6498 Firm

Purpose: Anticipated Count: softball 50

Fee Details:

Date(s) And Times Thu 02/03/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee

0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv Contact:

Morton College

Phone Number:

(708)656-8000 6497

Reserv. Number:

Firm

Status: Purpose:

Address:

baseball

Anticipated Count:

50

Date(s) And Times

Fri 02/04/2022 1:30P to 3:30P

New Fees 0.00 **Total Fees** 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00

Discount Count 2.00

0.00

Sales Tax Total Fee

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3 4750 S. Vernon Avenue, McCook, IL, 60525

Address: Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497 Firm

Status: Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Mon 02/07/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00

0.00

Sales Tax Total Fee 200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College

Reserv. Number:

(708)656-8000 6498

Status: Purpose: Firm softball 50

Anticipated Count:

Date(s) And Times Tue 02/08/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

0.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00

Sales Tax Total Fee 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000

6497

Reserv. Number:

Firm

Status:

Purpose: **Anticipated Count:** baseball 50

New Fees 0.00 Total Fees

200.00

New Paid

Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description

Date(s) And Times

1/4 Field Fee

Amount

Count

Discount

0.00

Sales Tax Total Fee

100.00

2.00

0.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Wed 02/09/2022 1:30P to 3:30P

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-800Ŏ

Reserv. Number:

6498

Status:

Firm

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

Thu 02/10/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

<u>Amount</u>

Count

Discount

Sales Tax Total Fee

1/4 Field Fee

100.00

2.00 0.00

0.00 200.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

6497

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Fri 02/11/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 <u>Discount</u> 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number: Status:

6497 Firm

50

Purpose:

baseball

Anticipated Count:

Mon 02/14/2022 1:30P to 3:30P

New Fees

Total Fees 200.00 New Paid 0.00

Total Paid Amount Due

Fee Description

Date(s) And Times

0.00 200.00

Fee Details:

1/4 Field Fee

Amount 100.00

0.00

Count 2.00 Discount 0.00 Sales Tax Total Fee

200.00

200.00

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

Reserv. Number:

(708)656-8000

6498

Status:

Firm

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count Discount 2.00 0.00

0.00 Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Tue 02/15/2022 1:30P to 3:30P

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000 6497

Reserv. Number: Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Wed 02/16/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6498

Status:

Firm softball

50

Purpose: **Anticipated Count:**

Date(s) And Times

Thu 02/17/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count Discount 2.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3 Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Phone Number:

Morton College (708)656-8000

Reserv. Number:

6497

Status:

Firm

Purpose: Anticipated Count:

baseball 50

Date(s) And Times Fri 02/18/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00

Discount Count 2.00 0.00 Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Tue 02/22/2022 1:30P to 3:30P

Phone Number:

Status:

(708)656-8000

Reserv. Number:

6498 Firm

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00

200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 **Discount** 0.00 Sales Tax Total Fee 0.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

(708)656-8000

Reserv. Number: Status:

6497 Firm

Purpose:

baseball

Anticipated Count: 50

> Date(s) And Times Wed 02/23/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount

0.00

200.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College (708)656-8000

Phone Number:

6498

Reserv. Number: Status:

Firm

50

softball Purpose:

Anticipated Count:

Date(s) And Times

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

Amount

Count

Discount

Sales Tax Total Fee

1/4 Field Fee

100.00

2.00

0.00

0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3 4750 S. Vernon Avenue, McCook, IL, 60525

Thu 02/24/2022 1:30P to 3:30P

Address: Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497 Firm

Status: Purpose:

Anticipated Count:

baseball 50

Date(s) And Times

Fri 02/25/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due 0.00

0.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee

200.00

200.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497

Status:

Firm baseball

Purpose: Anticipated Count:

50

Date(s) And Times

Mon 02/28/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 **Discount** 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

Purpose:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

Reserv. Number:

(708)656-8000 6498

Status:

Firm softball

50

Anticipated Count:

Date(s) And Times

Tue 03/01/2022 1:30P to 3:30P

New Fees 0.00 Total Fees New Paid 200.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00

0.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

6497

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count Discount 2.00 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Wed 03/02/2022 1:30P to 3:30P

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: (708)656-8000 6498

Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

Thu 03/03/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 200.00 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-800Ŏ

Reserv. Number:

6497 Firm

50

Status: Purpose:

baseball

Anticipated Count:

Date(s) And Times

New Fees 0.00

Total Fees 200.00 New Paid 0.00

0.00

Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description

Amount 1/4 Field Fee

100.00

Discount Count 2.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Fri 03/04/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 3

4750 S. Vernon Avenue, McCook, IL, 60525

Address: Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

7180

Status:

Firm

50

Purpose:

baseball

Anticipated Count:

New Fees

Total Fees

200.00

New Paid 0.00 Total Paid Amount Due 0.00

200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Date(s) And Times

<u>Amount</u> 100.00

0.00

2.00

Discount

0.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Mon 03/07/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College (708)656-8000

Phone Number: Reserv. Number:

718Ó

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Tue 03/08/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00

Total Paid Amount Due

200.00 0.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 **Discount** 0.00

0.00

Sales Tax Total Fee 200.00

Page # 18 of 32



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: (708)656-8000

Status:

7180 Firm

50

Purpose:

baseball

Anticipated Count:

Date(s) And Times Wed 03/09/2022 1:30P to 3:30P New Fees

Total Fees

New Paid

Total Paid Amount Due

Fee Details:

Fee Description

1/4 Field Fee

0.00

100.00

200.00

0.00

0.00 200.00

<u>Amount</u>

Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Phone Number:

(708)656-8000

Reserv. Number:

718Ó

50

Status: Firm

baseball

Anticipated Count:

Date(s) And Times Thu 03/10/2022 1:30P to 3:30P New Fees 0.00 Total Fees

200.00

2.00

New Paid

Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Purpose:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count

Discount

0.00

0.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000 7180

Reserv. Number: Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Fri 03/11/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due 0.00 200.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00

Count 2.00

Discount 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Anticipated Count:

Morton College

Reserv. Number:

(708)656-8000 7294

Status:

Firm

Purpose:

baseball 50

Date(s) And Times

Fri 03/18/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count

Discount 2.00 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number: Status:

7320 Firm

Purpose:

baseball 50

Anticipated Count:

Date(s) And Times

Wed 03/23/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 200.00

0.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number: Status:

7324 Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times Thu 03/24/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

Count

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00

Discount 2.00 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000 7343

Reserv. Number:

Status:

Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

New Fees 0.00 **Total Fees** 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 200.00 0.00

Special Questions:

Reservation Comments:

Wed 03/30/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College (708)656-8000

Reserv. Number:

737Ó

Status:

Firm softball

Purpose: **Anticipated Count:**

50

Date(s) And Times

Thu 03/31/2022 1:30P to 3:30P

New Fees 0.00

Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count Discount 2.00

Sales Tax Total Fee 0.00 0.00

Reservation Comments:

Special Questions: Reservation Updated: McCook Athletic and Exposition Center, Field 3

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Phone Number:

Morton College (708)656-8000

Reserv. Number:

Address:

Firm Status:

Purpose:

7441 softball

Anticipated Count:

50

Date(s) And Times Thu 04/07/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 3

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

7511 Firm

Purpose:

Status:

softball

Anticipated Count:

50

Date(s) And Times

Thu 04/14/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00

Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 <u>Discount</u> 0.00 Sales Tax Total Fee

0.00 200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

(708)656-8000

Reserv. Number: Status:

6497 Firm

Purpose: Anticipated Count: softball 50

Fee Details:

Date(s) And Times Tue 02/01/2022 1:30P to 3:30P New Fees 0.00 **Total Fees** 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Description 1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee

200.00

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497

Firm

Status: Purpose:

softball 50

Anticipated Count:

New Fees

0.00

Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 200.00

0.00

Fee Details:

Fee Description

Date(s) And Times

Amount

Count

1/4 Field Fee

100.00

2.00

Discount 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:

Thu 02/03/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Reserv. Contact: Phone Number:

(708)656-8000

Reserv. Number:

6497

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Fri 02/04/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact: Phone Number:

Morton College

(708)656-8000

Reserv. Number: Status:

6497 Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Mon 02/07/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497

Status: Purpose: Firm softball

50

Anticipated Count:

Date(s) And Times

Tue 02/08/2022 1:30P to 3:30P

New Fees 0.00

Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00

0.00

200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

Reserv. Number:

(708)656-8000

Status:

6497 Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Wed 02/09/2022 1:30P to 3:30P

New Fees 0.00 Total Fees

200.00

New Paid 0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

Amount

Count

Discount 0.00 Sales Tax Total Fee

1/4 Field Fee

100.00

2.00

0.00 200.00

Special Questions:

Reservation Comments:

Address:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Reserv. Contact:

4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497

Status: Firm



Receipt # Payment Date: Household:

78912 04/14/2022 576

Purpose:

softball

Anticipated Count:

50

Date(s) And Times

Thu 02/10/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00

New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College (708)656-8000

Phone Number: Reserv. Number:

6497

Status:

Firm baseball 50

Purpose: **Anticipated Count:**

Date(s) And Times

Fri 02/11/2022 1:30P to 3:30P

New Fees 0.00 **Total Fees** 200.00

New Paid 0.00 Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 200.00 0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4 4750 S. Vernon Avenue, McCook, IL, 60525

Address: Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497 Firm

Status: Purpose:

baseball

Anticipated Count:

50

Date(s) And Times Mon 02/14/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00

2.00

Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Reserv. Contact: Phone Number:

(708)656-8000

Reserv. Number:

6497

Status: Purpose: Firm softball

Anticipated Count:

50

Date(s) And Times

Tue 02/15/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid

0.00

Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00

0.00

Sales Tax Total Fee 200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number: Status:

6497 Firm

Purpose:

baseball 50

Anticipated Count:

Date(s) And Times Wed 02/16/2022 1:30P to 3:30P

New Fees

Total Fees 200.00

2.00

New Paid 0.00 Total Paid Amount Due

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00

0.00

Count

Discount

0.00

0.00 200.00 Sales Tax Total Fee

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000

Reserv. Number:

6497 Firm

Status:

softball

50

Purpose:

Anticipated Count:

New Fees

Total Fees

200.00

New Paid

0.00

0.00

Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

Date(s) And Times

1/4 Field Fee

Amount 100.00

0.00

2.00

Discount

Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Thu 02/17/2022 1:30P to 3:30P

Address:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Reserv. Contact:

4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

6497

Status:

Firm

Purpose:

Anticipated Count:

baseball

50

Date(s) And Times

Fri 02/18/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: (708)656-8000

Status:

6497

Purpose:

Firm softball

Anticipated Count:

50

Date(s) And Times

Tue 02/22/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 Morton College

Reserv. Contact: Phone Number:

(708)656-8000

Reserv. Number:

6497

Status:

Firm baseball

Purpose: **Anticipated Count:**

50

Wed 02/23/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

200.00

Fee Details:

Fee Description 1/4 Field Fee

Date(s) And Times

Amount 100.00 <u>Count</u> 2 00 Discount

0.00

0.00

Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

Status:

6497 Firm

softball

Purpose: **Anticipated Count:**

50

Date(s) And Times Thu 02/24/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description 1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee

200.00

0.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number:

(708)656-800Ŏ

Reserv. Number: Status:

6497 Firm



Fee Details:

Fee Description

1/4 Field Fee

Receipt #
Payment Date:
Household:

78912 04/14/2022 576

baseball Purpose: 50 **Anticipated Count:** Date(s) And Times New Fees Total Fees New Paid Total Paid Amount Due Fri 02/25/2022 1:30P to 3:30P 200.00 0.00 0.00 0.00 200.00 Fee Details: Fee Description **Amount** Discount Sales Tax Total Fee 2.00 0.00 1/4 Field Fee 100.00 0.00 200.00 Special Questions: **Reservation Comments:** Reservation Updated: McCook Athletic and Exposition Center, Field 4 Address: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College** Reserv. Contact: Phone Number: (708)656-8000 6497 Reserv. Number: Status: Firm baseball Purpose: 50 **Anticipated Count:** New Fees Date(s) And Times Total Paid Amount Due Total Fees New Paid Mon 02/28/2022 1:30P to 3:30P 0.00 200.00 0.00 0.00 200.00 Fee Details: Fee Description **Amount** Discount Sales Tax Total Fee Count 1/4 Field Fee 100.00 2.00 0.00 0.00 200.00 Special Questions: Reservation Comments: Reservation Updated: McCook Athletic and Exposition Center, Field 4 Address: 4750 S. Vernon Avenue, McCook, IL, 60525 Reserv. Contact: Morton College (708)656-8000 Phone Number: 6497 Reserv. Number: Status: Firm Purpose: softball **Anticipated Count:** 50 Date(s) And Times New Fees Total Fees New Paid Total Paid Amount Due Tue 03/01/2022 1:30P to 3:30P 0.00 200.00 0.00 0.00 200.00 Fee Details: Fee Description <u>Amount</u> Count Discount Sales Tax Total Fee 1/4 Field Fee 100.00 2.00 0.00 0.00 200.00 **Reservation Comments: Special Questions:** Reservation Updated: McCook Athletic and Exposition Center, Field 4 Address: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College** Reserv. Contact: Phone Number: (708)656-8000 6497 Reserv. Number: Status: Firm baseball Purpose: **Anticipated Count:** 50 Date(s) And Times Total Paid Amount Due New Fees Total Fees New Paid Wed 03/02/2022 1:30P to 3:30P 0.00 200.00 0.00 0.00 200.00

Amount

100.00

200.00

Sales Tax Total Fee

0.00

Discount

0.00

Count

2.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: (708)656-8000

Status:

6497 Firm

Purpose:

softball 50

Anticipated Count:

Date(s) And Times Thu 03/03/2022 1:30P to 3:30P New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 <u>Discount</u> 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4 4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Address:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

6497

Status:

Firm

50

baseball Purpose:

Anticipated Count:

Date(s) And Times

Total Fees

New Paid

Total Paid Amount Due

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount

New Fees

0.00

200.00

Discount

0.00

100.00

2.00

0.00

Sales Tax Total Fee 0.00

0.00

200.00

Special Questions:

Reservation Comments:

Fri 03/04/2022 1:30P to 3:30P

Reservation Updated: McCook Athletic and Exposition Center, Field 4

4750 S. Vernon Avenue, McCook, IL, 60525

Address: Reserv. Contact:

Morton College

Phone Number:

(708)656-8000

Reserv. Number:

718Ó

Status:

Firm

Purpose: Anticipated Count: baseball 50

Date(s) And Times

Mon 03/07/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount

0.00

Sales Tax Total Fee

0.00 200.00

Special Questions:

Reservation Comments:



Receipt # Payment Date: Household:

78912 04/14/2022 576

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: **(708)656-8000** 7180

Status:

Firm

Purpose:

baseball

Anticipated Count:

50

Date(s) And Times

Tue 03/08/2022 1:30P to 3:30P

New Fees 0.00

Total Fees 200.00 New Paid 0.00 Total Paid Amount Due 0.00

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 **Discount** 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College (708)656-8000

Phone Number: Reserv. Number:

718Ó

Status:

Firm

Purpose:

baseball 50

Anticipated Count:

Date(s) And Times

Wed 03/09/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid 0.00 Total Paid Amount Due

200.00

Fee Details:

Fee Description

<u>Amount</u>

Count

0.00

1/4 Field Fee

100.00

2.00

Discount 0.00 Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number: (708)656-8000

Status:

718Ó Firm

Purpose:

baseball 50

Anticipated Count:

Date(s) And Times Thu 03/10/2022 1:30P to 3:30P New Fees 0.00 Total Fees

200.00

2.00

New Paid 0.00

0.00

Total Paid Amount Due 200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count

Discount

0.00

Sales Tax Total Fee 0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525

Phone Number:

Morton College (708)656-8000 7180

Reserv. Number:

Status:

Firm



Address:

Status:

Purpose: **Anticipated Count:**

Fee Details:

Reserv. Contact:

Phone Number:

Reserv. Number:

Morton College

(708)656-8000

Date(s) And Times

Fee Description

1/4 Field Fee

Thu 03/24/2022 1:30P to 3:30P

7324

Firm

50

baseball

Receipt # Payment Date: Household:

78912 04/14/2022 576

baseball Purpose: 50 Anticipated Count: Total Paid Amount Due New Paid New Fees Total Fees Date(s) And Times 200.00 0.00 0.00 200.00 Fri 03/11/2022 1:30P to 3:30P 0.00 Sales Tax Total Fee Discount Count **Amount** Fee Details: Fee Description 200.00 0.00 0.00 100.00 2.00 1/4 Field Fee **Reservation Comments:** Special Questions: Reservation Updated: McCook Athletic and Exposition Center, Field 4 4750 S. Vernon Avenue, McCook, IL, 60525 Address: **Morton College** Reserv. Contact: (708)656-8000 Phone Number: **7294** Reserv. Number: Firm Status: baseball Purpose: **Anticipated Count:** 50 Total Fees New Paid Total Paid Amount Due New Fees Date(s) And Times 200.00 0.00 0.00 200.00 0.00 Fri 03/18/2022 1:30P to 3:30P Amount Count **Discount** Sales Tax Total Fee Fee Details: Fee Description 0.00 200.00 0.00 100.00 2.00 1/4 Field Fee Special Questions: **Reservation Comments:** Reservation Updated: McCook Athletic and Exposition Center, Field 4 4750 S. Vernon Avenue, McCook, IL, 60525 Address: **Morton College** Reserv. Contact: (**708)656-8000** 7316 Phone Number: Reserv. Number: Firm Status: baseball Purpose: **Anticipated Count:** 25 New Paid Total Paid Amount Due **New Fees Total Fees** Date(s) And Times 200.00 0.00 0.00 200.00 Wed 03/23/2022 1:30P to 3:30P 0.00 Sales Tax Total Fee Count Discount Fee Details: Fee Description <u>Amount</u> 200.00 1/4 Field Fee 100.00 2.00 0.00 0.00 **Reservation Comments:** Special Questions: Reservation Updated: McCook Athletic and Exposition Center, Field 4 4750 S. Vernon Avenue, McCook, IL, 60525

New Fees

<u>Amount</u>

0.00

100.00

Total Fees

Count 2.00

200.00

New Paid

Discount

0.00

0.00

Total Paid Amount Due 0.00

Sales Tax Total Fee

0.00

200.00

200.00



Receipt # Payment Date: Household:

78912 04/14/2022 576

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525

Reserv. Contact:

Morton College

Phone Number: Reserv. Number:

(708)656-8000 7370

Status:

Firm

Purpose: Anticipated Count:

baseball 50

Date(s) And Times

New Fees

Total Fees

New Paid

Total Paid Amount Due

Thu 03/31/2022 1:30P to 3:30P

0.00

200.00

0.00

Fee Details:

Fee Description

0.00 200.00

1/4 Field Fee

Amount 100.00 Count 2.00 Discount 0.00 Sales Tax Total Fee 0.00 200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address: Reserv. Contact: 4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Phone Number:

(708)656-8000

Reserv. Number:

7343 Firm

Status:

baseball

Purpose: **Anticipated Count:**

50

Date(s) And Times Fri 04/01/2022 1:30P to 3:30P

New Fees 0.00 Total Fees 200.00 New Paid

0.00

0.00

Total Paid Amount Due

200.00

Fee Details:

Fee Description

1/4 Field Fee

Amount 100.00 Count 2.00 Discount

Sales Tax Total Fee 0.00

0.00

200.00

Special Questions:

Reservation Comments:

Reservation Updated: McCook Athletic and Exposition Center, Field 4

Address:

4750 S. Vernon Avenue, McCook, IL, 60525 **Morton College**

Reserv. Contact:

(708)656-8000

Phone Number: Reserv. Number:

7511

Status:

Firm

Purpose: **Anticipated Count:** softball 50

Date(s) And Times

New Fees

Total Fees 200.00

2.00

New Paid 0.00

0.00

Total Paid Amount Due 0.00 200.00

Fee Details:

Fee Description

1/4 Field Fee

<u>Amount</u> 100.00

0.00

Count

Discount

0.00

Sales Tax Total Fee 200.00

Special Questions:

Reservation Comments:

Thu 04/14/2022 1:30P to 3:30P



Receipt #
Payment Date:
Household:

78912 04/14/2022 576

Processed on 04/14/22 @ 10:08 am by EJB **Total New Fees** 0.00 Discount Applied 0.00 Old Balances Included 21,770.00 Total Due 21,770.00

Total Fees Paid

Balance From Receipt

0.00 Total Paid 0.00 21,770.00

Household Balance Information Overall Household Balance Due

21,770.00

PROPOSED ACTION: THAT THE BOARD APPROVE A 10% TEMPORARY WORK ASSIGNMENT FOR SUZANNA RAIGOZA EFFECTIVE MAY 16TH THROUGH AUGUST 15, 2022.

RATIONALE:

MS. RAIGOZA WILL HELP WILL ALL OF THE GRANT ACCOUNTANT DUTIES INCLUDING GRANT PAYMENT REQUESTS, GRANT REPORTING, PREPAIDS AND FIXED ASSETS MANAGEMENT.

COST ANALYSIS: 10% OF SALARY = \$1,950

ATTACHMENT: NONE

MORTON COLLEGE BOARD OF TRUSTEES REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVES BRYANT MANNING FOR A LANE CHANGE FOR THE ENGLISH DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: Per the Faculty CBA – Section 4.9.3

COST ANALYSIS: New salary per the CBA - \$70,042.00

ATTACHMENTS: Lane Change form

PROFESSIONAL GROWTH CREDIT – REQUEST FORM

Please note: Faculty should check Section 4.9 of the Agreement between Board and Morton College Chapter Cook County Teachers Union, Local 1600, A.F.T for specific information when requesting PGC's.
This form needs to be submitted for approval in writing thirty seven (37) calendar days prior to PGC activity
FROM: Bryant Manning , Instructor
DATE: 5/12/22
(Please allow two week turn-around time for Dean's and Provost's PGC approval; if a travel request is part of PGC activity, fill out leave form on Panther Portal, out-of state travel requires Provost and President's approval). NOTE: Please check with your Dean regarding travel/conference expense reimbursement prior to making travel arrangements. Faculty requesting PGC's should give a brief description of the course or seminar they plan to attend and use as professional growth credit.
Dr. Litwicki's online pedagogy course = 2 credits
Please attach separate sheet if needed and attach agenda for seminars and/or conferences.
Brandis Windham , Dean's Signature Recommended for consideration based on documentation of attendance - 06/09/2022 Date APPROVED FOR PGO CONSIDERATION: Signature Provost Date Returned form to Instructor: APPROVED [] Need more information – Course description from college you plan to attend/ or Agenda or information from seminar/conference
[] DENIED – Explanation:

1 1 COURSES COMPLETED – NEE	ED OFFICIAL TRANSCRIPT MAILED TO:
PROVOST OFFICE	ab official figure out figure by for
MORTON COLLEGE	
3801 S. Central Avenue	
Cicero, IL 60804	
INALIZED PGC AWARDED:	PGC's - (PGC activity completed, necessary
ocumentation attached)	

APPLICATION FOR LANE CHANGE

rei Board-Offiori Agreeme	ent, i am req	uesting a	ane change nom.	
(Please check) ☑ Effective - Fall Term □ Effective - Spring Terr	MA +36 Current La	to ne	MA+48 New Lane	
☐ An official transcript rethe President's Office t				een forwarded to
All completed docume approved by appropria Provost				
Descent Manning	,	To . 11		E/40/00
Bryant Manning Faculty: Printed Name		<i>B<u>ryant Man</u></i> Signatu	500,000	<u>5/12/22</u> Date
APPROVED FOR LANE (indham	6/9/2022
Dean: Printed Name		Signatu	ire	Date
Provost: Printed Name	N.()	Signatt	. In the second	6/9/22 Date
Stan Field:	0 s	4		6.23,22
President: Printed Name		Signatu	ire /	Date
Commence page				
Date sent to HR for proce	ssing:		Date processed b	oy HR:

WAINER AND F

This form must be completed and Application together with a copy

ORGANIZATION: ADDRESS: TELEPHONE: DATE (S) OF UTILIZATION:

organization its trustees, trustees, and every Morton personal College, 2 for The undersigned shall assume responal claims for personal injury, Including property damage, and any other type of undersigned further agrees to pay all college owned land, buildings and equation for being permitted to ut for myself, my heirs, executors, admin represent, hereby release and forever officers, agents, employees, servants claim or in equity arising from or by reinjuries known or unknown, death or pany accident which may occur as a restrems of this release are contractual arterms of this release are contractual arterms of this release as my own free act.

Organization

MORTON COLLEGE Facility Use Permit Application

urned no less than forty-five (45) day

Date:	you Recuestire 60802	son to contact: Mavee Hisch 10th 17th 24th 3/st + K	To: 6 00 pm	ulled event).	Leggia			None	forth in the Morton College	Women Municipal	Other Mary	629-7679
	Name of Organization: C, ty of Ben Address: 650' W. 36+ St. Be	phone: 28 78 8 2010		(Include one-half hour before and one-half hour after sched Facility Requested: $Socce (c)$	Purpose of Use: Flag Fort 1611	Expected Attendance: 200 a day	Equipment Requested:	Extent to which refreshments, if any, are to be served:	I (we) agree to comply with all rules and regulations set for Campus Facilities Rental and Use Procedure.	Authorized Signature:	Organization Title:	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)

Person Full Name	Position Class	Position Title	FY23 Salary
Brown, Michael	ADM	Assoc. Dean of Student Serv	82,052.83
Caruso, Lauren	ADM		100,000.00
Cashman, Laurie	ADM	Dean of Adult, Careers and Tech	116,415.38
Cline, Irina	ADM	Dir of Community & Cont Ed	77,610.25
Davis, Carissa	ADM	Dir of Financial Aid	91,872.54
Davis, Murneka	ADM	Dir of Human Resources	103,500.00
Deasey, Alison	ADM	Assoc Dean Alld Hlth/Dir PTA	110,957.18
Fields, Stanley	ADM	President	267,563.93
Florio, Joseph	ADM	Dir of Campus Ops & Fac	125,532.57
Herrera, Michelle	ADM	Associate Dean of Acad Serv	72,450.00
Hryhorczuk, Nicholas	ADM	Academic Dir of Online Lrng	87,975.00
Jara, Blanca	ADM	VP of Institutional Advancem	134,550.00
Kott, Micheal	ADM	Associate Dean - LRPA	106,959.32
Markel, Carolyn	ADM	Dir of ACTE Grants & Compliance	74,520.00
Mata, Gabriela	ADM	Dir. of Student Activities	63,196.92
McLaughlin, Keith	ADM	Provost & Exec Vice Pres	228,601.84
McManaman, Kevin	ADM	Assistant Athletic Director	58,348.13
Mosqueda, Claudia	ADM	Assoc. Dean- Adult ED & CTE	89,247.62
Nichols, Jason	ADM	Athletic Director	104,980.05
O'Brien, Courtney	ADM	Dir. Adm & Rec/Registrar	83,722.00
Perez, Mireya	ADM	CFO/Treasurer	165,783.78
Raigoza, Suzanna	ADM	Senior Accountant	79,938.56
Rose, Michael	ADM	Assoc. Dean of Strategic in	80,341.88
Ruiz, Ruben	ADM	Chief Information Officer	145,854.05
Strauts, Erin	ADM	Assoc Dean of Institut Effec	89,941.50
Velazquez, Marisol	ADM	Associate Provost Vp of Studen	144,900.00
Wido, Christopher	ADM	Dir. of Fitness & Nutrition	66,625.00
Windham, Brandie	ADM	Dean of Arts & Sciences	93,150.00
Flores, Rodolfo	CLE	Lieutenant	87,975.00
Sanchez Anderson, Maria	CLE	Exec Asst. to the President	94,501.58
Valdez, Ana	CLE	Exec Asst to Prov/Board Clrk	77,625.00
Alderman, Teresa	CLE	Asst. Nutrition Center Manag	42,025.00
Braun, Amanda	CLE	Lab Assistant/Tutor - PTA	63,404.10
Buongiorno, Mary	CLE	Skills Daily Living Prog Cor	66,805.88
Cervantes, Isabel	CLE	Exec Asst - Dean's Office	51,250.00
Chapp, Geanabelle	CLE	Coordinator of Clinical Learning	73,800.00

Dennis, Jon	CLE	Tech Dir/Prod Mngr	51,750.00
Feulner, Joseph	CLE	Afternoon Sergeant	47,266.31
Fuentes, Anayeli	CLE	Human Resources Generalist	65,205.00
Labno, David	CLE	STEM Tutor FT	49,495.96
Martin, Joanna	CLE	Coordinator of Payroll	64,337.77
Nugent, Kathleen	CLE	Coordinator of Simulation & Lab	59,450.00
Papanikolla, Itri	CLE	Retention/Tutor Specialist	64,273.50
Rathunde, Christopher	CLE	HR Coordinator	65,205.00
Raygoza, Liliana	CLE	Hr Support Specialist	56,925.00
Rosas, Monica	CLE	Retention & Transition Speci	67,650.00
Santoyo, Perla	CLE	Admin. Asst. IA	44,348.72
Steinhaus, Julie	CLE	Writing Tutor FT	48,054.09
Tinajero, Veronica	CLE	Mentorship Program Coordinator	61,500.00
Traversa, Michael	CLE	Asst. Fitness Center Manag	42,435.00
Ulbrich, Scott	CLE	System Administrator	87,725.98
Vasta, Daniel	CLE	Sports Information Director	67,275.00
Whitehead, Ricardo	CLE	Social Media Manager	43,645.00
Andersen, Michael	CLE	Reference Librarian	26.64
Aslam, Anum	CLE	Adult Ed Tutor	22.98
Bish, Sandra	CLE	Project Administrator - PT	33.17
French, Dustin	CLE	Adult Ed Tutor	23.29
Gutierrez, Alexander	CLE	Pt Circulation Librarian	23.81
Herena, Thomas	CLE	Writing Tutor, Pt	21.53
Li, Jiarong	CLE	General Tutor	21.96
Martinez Jr, Salvador	CLE	Writing Tutor, Pt	21.74
Martinez, Abigail	CLE	Adult Education - Service Aide	19.12
Murillo, Alexis	CLE	Admin Asst - Dupl	15.06
Napoletano, Elizabeth	CLE	Computer Lab Paraprofessiona	17.14
Quezada, Joel	CLE	Computer Lab Parapro	16.24
Recio-Palacio, Emely	CLE	Service Aide-Comm/Cont.Ed	14.06
Reyes, Daniel	CLE	Lab Specialist	27.20
Rodriguez, Yesel	CLE	Service Aide - Duplications	16.02
Soto, Patricia	CLE	Adult Education - Service Aide	15.14
Terronez, Paul	CLE	Tutor	22.20
Thomas, Paul	CLE	Tutor	27.48

MORTON COLLEGE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and effective as of this 1st day of July 2022, (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.

WITNESSETH:

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 <u>Position</u>. Fields shall be employed as the President of Morton College.
- 1.2 <u>Duties</u>. 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. <u>TERM.</u> The term of the President's employment shall commence on the 1st day of July 2022 (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. <u>RESTRICTIVE COVENANTS</u>. 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. <u>REMUNERATION</u>. Subject to the District release in Section 3 of this Agreement, Fields shall receive the following as his total remuneration:
 - 4.1 <u>Base Salary</u>. Fields shall receive an annual Base Salary of Two Hundred Sixty Seven Thousand Five Hundred Sixty Three Dollars and Ninety Three Cents (\$267,563.93) for the term of July 1, 2022 to June 30, 2023. Fields' Base Salary 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 <u>Auto Expenses</u>. 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 <u>Civic Engagement Expenses</u>. 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 <u>Communication Devices.</u> 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 <u>Attendance at Professional Meetings</u>. 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 <u>Illinois State Universities Retirement System</u>. 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. <u>Comprehensive Medical Insurance</u>. 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:

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MORTON COL	LEGE	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 CO	LLEGE	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. <u>Dental Insurance</u>. 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. <u>Vision Insurance</u>. 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. <u>Life Insurance</u>. 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 1st June 30th 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 30th 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 30th of each year. The President will provide a written reminder of the evaluation schedule to the Board on or before April 15th 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. <u>TERMINATION</u>. This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of 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 <u>Termination Due to Disability</u>. 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 <u>Termination by Morton College for Cause</u>. 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 <u>Termination by the President for Good Reason</u>. 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 <u>Termination Due to Death</u>. 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 <u>Termination by Fields</u>. 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. <u>CONFIDENTIALITY</u>. 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 <u>Indemnification.</u> 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 <u>Severability</u>. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 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 <u>Headings</u>. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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 <u>Signing in Counterparts</u>. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 10.9 <u>Assignment</u>. 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 executed as of this day of	Parties have caused	this Agreement to be, 2022.
Executed:		
Frances F. Reitz, Morton College Board Chair	Date	
Dr. Stanley Fields President, Morton College	Date	

Morton College President Position Description

Job Title: President of the College

Reports to and Evaluated by:

The Board of Trustees

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.

Nature of Work:

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.

Required Traits, Skills, and Qualifications:

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.

The President is expected to be a leader who consistently demonstrates:

- dedication to and enthusiasm for the mission of Morton College;
- commitment to community college philosophy and ideals in higher education;
- College's core values of truth, compassion, fairness, responsibility, and respect;
- excellent leadership ability;
- sound judgment and business acumen;
- the ability to oversee the management of institutional finances, including budgeting preparation and monitoring;
- the ability to create a climate that promotes trust, mutual respect, cooperation, and collegiality;
- excellent written and verbal skills (public and private) and ability to relate to and communicate with all levels of the campus and community;

- 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:

- 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.
- 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.
- 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.
- To represent the institution to the public effectively and to be a positive spokesperson for the College.
- 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.
- To present to the Board of Trustees faculty views, including dissenting ones, in areas and on issues of significant concern.
- 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

- To recommend to the Board of Trustees for its approval all candidates for fulltime employment and to report to the Board of Trustees all part-time employments and full-time overload.
- 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 Murneka 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 Human Resources ("Director of Human Resources" 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. <u>Position.</u> Employee shall be employed as the Director of Human Resources of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Human Resources 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 Human Resources.
 - C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>RESTRICTIVE COVENANTS.</u>

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. <u>Base Salary.</u> Employee shall receive an annual compensation of One Hundred Three Thousand Five Hundred Dollars and No Cents. \$103,500.00 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Insurance.</u>

- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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. <u>Vacation Days.</u> 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st-June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. <u>Termination Due to Disability.</u> 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. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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: Murneka Davis

10. MISCELLANEOUS.

- A. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

10

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 F as of this day of	Parties have caused this Agreement t	o be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Murneka Davis Employee	Date	

MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Joseph Florio</u>, 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. <u>Position.</u> Employee shall be employed as the Director of Campus Operations and Facilities of the College.
- B. <u>Duties</u>. 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 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 Campus Operations and Facilities.
 - C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>RESTRICTIVE COVENANTS.</u>

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. <u>Base Salary.</u> Employee shall receive an annual compensation of One Hundred Twenty Five Thousand Five Hundred Thirty Two Dollars and Fifty Seven Cents. \$125,532.57 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Insurance.</u>

- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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. <u>Vacation Days.</u> 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st-June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. <u>Termination Due to Disability.</u> 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. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

10

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 F as of this day of	Parties have caused this Agreeme 	nt to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Joseph Florio Employee	Date	

MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Blanca Jara</u>, 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. <u>Position.</u> Employee shall be employed as the Vice President of Institutional Advancement of the College.
- B. <u>Duties</u>. 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 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 Vice President of Institutional Advancement.
 - C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>RESTRICTIVE COVENANTS.</u>

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:

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- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
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- D. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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.

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- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st-June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
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- B. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:
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 - 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

10

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 P as of this day of	arties have caused this Agreeme 	nt to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Blanca Jara Employee	Date	

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. <u>Position.</u> Employee shall be employed as the Provost and Executive Vice President of the College.
- B. <u>Duties</u>. 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 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 Provost and Executive Vice President.
 - C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>RESTRICTIVE COVENANTS.</u>

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. <u>Base Salary.</u> Employee shall receive an annual compensation of Two Hundred Twenty Eight Thousand Six Hundred One Dollars and Eighty Four Cents. \$228,601.84 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Insurance.</u>

- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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. <u>Vacation Days.</u> 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. <u>Termination Due to Disability.</u> 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. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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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 as of this day of	Parties have caused this Agreem	ent to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	_
Keith McLaughlin Employee	Date	_

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. <u>Position.</u> Employee shall be employed as the CFO/Treasurer of the College.
- B. <u>Duties</u>. 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. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>Base Salary.</u> Employee shall receive an annual compensation of One Hundred Sixty Five Thousand Seven Hundred Eighty Three Dollars and Seventy Eight Cents. \$165,783.78 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Insurance.</u>

- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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. <u>Vacation Days.</u> 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. <u>Termination Due to Disability.</u> 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. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

10

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 P as of this day of	•	ent to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	_
Mireya Perez Employee	Date	_

MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Jason Nichols</u>, 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. <u>Position.</u> Employee shall be employed as the Athletic Director of the College.
- B. <u>Duties</u>. 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 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 Athletic Director.
- C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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.

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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:

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- D. <u>Education Reimbursement</u>. 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 2023 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.
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- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
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- B. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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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 F as of this day of	Parties have caused this Agreement t	o be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Jason Nichols Employee	Date	

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. <u>Position.</u> Employee shall be employed as the Chief Information Officer of the College.
- B. <u>Duties</u>. 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. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>RESTRICTIVE COVENANTS.</u>

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. <u>Base Salary.</u> Employee shall receive an annual compensation of One Hundred Forty Five Thousand Eight Hundred Fifty Four Dollars and Five Cents. \$145,854.05 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Insurance.</u>

- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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. <u>Vacation Days.</u> 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st-June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. <u>Termination Due to Disability.</u> 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. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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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 P as of this day of	Parties have caused this Agreemen	t to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Ruben Ruiz 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. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the Associate Provost and Vice President of Student Services of the College.
- В. Duties. Employee shall perform the duties, undertake 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 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 Provost and Vice President of Student Services.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>Base Salary.</u> Employee shall receive an annual compensation of One Hundred Forty Four Thousand Nine Hundred Dollars and No Cents. \$144,900.00 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Insurance.</u>

- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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. <u>Vacation Days.</u> 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st-June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon thirty (30) days' notice by either Party or shall terminate on the Expiration Date, as described above.

A. <u>Termination Due to Disability.</u> 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. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

10

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 F as of this day of	Parties have caused this Agreemen	t to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Marisol Velazquez Employee	Date	

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 Asstistant to the President ("Executive Asstistant 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. <u>Position.</u> Employee shall be employed as the Executive Asstistant to the President of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Asstistant to the President 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 Executive Asstistant to the President.
 - C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th 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. <u>RESTRICTIVE COVENANTS.</u>

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. <u>Base Salary.</u> Employee shall receive an annual compensation of Ninety Four Thousand Five Hundred One Dollars and Fifty Eight Cents. \$94,501.58 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, 2023.
- B. <u>Annual Evaluation.</u> Employee's salary shall be based on his/her annual evaluation.
- C. <u>Professional Development Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY 2023 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. <u>Education Reimbursement</u>. 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 2023 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. <u>Illinois State Universities Retirement System.</u> 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.

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- i. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by 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. <u>Dental Insurance.</u> 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.
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- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st-June 30th). 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. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th). These days are prorated and cumulative so long as Employee is continuously employed by the College; and
- iv. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- H. <u>Communication Devices.</u> 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."

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- B. <u>Termination by the College for Cause.</u> Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment 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. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the nonterminating Party. In the event the College terminates employee's agreement, employee shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Employee will receive a lump

sum buyout payment in an amount equal to 20 weeks of salary at the current rate of pay or, in the event that there is less than 20 weeks remaining on the agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community College Act or by other applicable law or regulation. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. 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.D, then neither Party will acknowledge fault of any kind.

E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as 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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- E. <u>Modification</u>. 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. <u>Headings.</u> The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 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. <u>Signing in Counterparts.</u> This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or other means shall have the same effect as an original signature.
- I. <u>Assignment.</u> This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

10

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 Part as of this day of	ies have caused this Agree 	ement to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Maria Sanchez Anderson Employee	Date	

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 <u>Associate Dean of Student Services</u> ("<u>Associate Dean of Student Services</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Associate Dean of Student Services</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Associate Dean of Student Services</u> 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 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Two Thousand Fifty Two Dollars and Eighty Three Cents.</u> \$82,052.83 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of _		ve caused this Agreeme _·	ent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	-
Michael Brown Employee	Date		-

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Lauren Caruso</u>, 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 <u>Associate Dean of Nursing Programs</u> ("<u>Associate Dean of Nursing Programs</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Associate Dean of Nursing Programs</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Associate Dean of Nursing Programs</u> 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 of Nursing Programs.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the $1^{\underline{s}\underline{t}}$ day of July 2022 (the "Commencement Date") and end on $30^{\underline{t}\underline{t}}$ day of June 2023 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>One Hundred Thousand Dollars and No Cents.</u> \$100,000.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Lauren Caruso

10. MISCELLANEOUS.

- A. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of		caused this Agreeme	ent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Lauren Caruso Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Laurie Cashman</u>, 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 <u>Dean of Adult</u>, <u>Career and Technical Education</u> ("<u>Dean of Adult</u>, <u>Career and Technical Education</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Dean of Adult, Career and Technical Education</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Dean of Adult, Career and Technical Education</u> 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 <u>Dean</u> of Adult, Career and 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>One Hundred Sixteen Thousand Four Hundred Fifteen Dollars and Thirty Eight Cents. \$116,415.38 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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.</u>
- B. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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.

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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

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- B. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the as of this day of		•	ement to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Laurie Cashman Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Irina Cline</u>, 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 <u>Director of Community and Continuing Education</u> ("<u>Director of Community and Continuing Education</u>" 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. <u>Position.</u> Employee shall be employed as the <u>Director of Community and Continuing Education</u> of the College.
- shall В. Duties. Employee perform the duties. undertake 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 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 Community and Continuing Education.

Best Efforts. Employee agrees that at all times s/he will faithfully, C. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the $\frac{1^{st}}{1^{st}}$ day of July 2022 (the "Commencement Date") and end on $\frac{30^{th}}{1^{th}}$ day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Seventy Seven Thousand Six Hundred Ten Dollars and Twenty Five Cents</u>. \$77,610.25 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of			reement to be executed
Executed:			
Stanley S. Fields Ph.I Morton College	D.	Date	
Irina Cline Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Carissa Davis</u>, 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 <u>Director of Financial Aid</u> ("<u>Director of Financial Aid</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Director of Financial Aid</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Director of Financial Aid</u> 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 <u>Director of Financial Aid</u>.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Ninety One Thousand Eight Hundred Seventy Two Dollars and Fifty Four Cents.</u> \$91,872.54 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of _		ave caused this Agreeme _·	ent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	-
Carissa Davis Employee	Date		-

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Alison Deasy, 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 Allied Health/Director of Physical Therapist Assistant Program ("Associate Dean of Allied Health/Director of Physical Therapist Assistant Program" 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. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Associate Dean of Allied Health/Director of Physical Therapist Assistant Program</u> of the College.
- В. Duties. Employee shall perform the duties, undertake responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Allied Health/Director of Physical Therapist Assistant Program 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 of Allied

Health/Director of Physical Therapist Assistant Program.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>RESTRICTIVE COVENANTS.</u>

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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>One Hundred Ten Thousand Nine Hundred Fifty Seven Dollars and Eighteen Cents.</u> \$110,957.18 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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 Deasy



- A. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of		caused this Agreeme	nt to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Alison Deasy Employee	Date		

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 <u>Associate Dean</u> of <u>Academic Services</u> ("<u>Associate Dean of Academic Services</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Associate Dean of Academic Services</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Associate Dean of Academic Services</u> 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 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Seventy Two Thousand Four Hundred Fifty Dollars and No Cents.</u> \$72,450.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

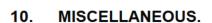
3801 S. Central Ave Cicero, IL. 60804 Attn: President's Office

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



- A. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF as of this day of		e caused this Agreeme	ent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	-
Michelle Herrera Employee	Date		-

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Nicholas Hryhorczuk, 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 <u>Academic Director of Online Learning</u> ("<u>Academic Director of Online Learning</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Academic Director of Online Learning</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Academic Director of Online Learning</u> 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 Academic Director of Online Learning.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Seven Thousand Nine Hundred Seventy Five Dollars and No Cents</u>. \$87,975.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Nicholas Hryhorczuk

10. MISCELLANEOUS.

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

- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the as of this day of	Parties have caused this Agree	ment to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Nicholas Hryhorczuk Employee	Date	

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 <u>Associate Dean - LRPA</u> ("<u>Associate Dean - LRPA</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Associate Dean LRPA</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Associate Dean LRPA</u> 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 <u>Associate Dean LRPA</u>.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>One Hundred Six Thousand Nine Hundred Fifty Nine Dollars and Thirty Two Cents.</u> \$106,959.32 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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.
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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of		•	eement to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Micheal Kott Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Carolyn Markel</u>, 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 <u>Director of ACTE</u>
<u>Grants and Compliance</u> ("<u>Director of ACTE Grants and Compliance</u>" 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. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Director of ACTE Grants</u> and <u>Compliance</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Director of ACTE Grants and Compliance</u> 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 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Seventy Four Thousand Five Hundred Twenty Dollars and No Cents. \$74,520.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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.</u>
- B. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Carolyn Markel

10. MISCELLANEOUS.

- A. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of _		have caused this Agr 	eement to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Carolyn Markel Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Gabriela Mata</u>, 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 <u>Director of Student Activities</u> ("<u>Director of Student Activities</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Director of Student Activities</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Director of Student Activities</u> 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 <u>Director of Student Activities</u>.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Sixty Three Thousand One Hundred Ninety Six Dollars and Ninety Two Cents.</u> \$63,196.92 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of		•	eement to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Gabriela Mata Employee	Date		

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 <u>Assistant Athletic Director</u> ("<u>Assistant Athletic Director</u>" 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. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Assistant Athletic Director</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Assistant Athletic Director</u> 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 <u>Assistant Athletic</u> 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Fifty Eight Thousand Three Hundred Forty Eight Dollars and Thirteen Cents.</u> \$58,348.13 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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.
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- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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."

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- B. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Kevin McManaman

10. MISCELLANEOUS.

- A. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the F as of this day of	Parties have caused this Agreement	to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
Kevin McManaman Employee	Date	

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Claudia Mosqueda</u>, 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 <u>Associate Dean of Adult and Career Technical Education</u> ("<u>Associate Dean of Adult and Career Technical Education</u>" 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. <u>Position.</u> Employee shall be employed as the <u>Associate Dean of Adult and Career Technical Education</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Associate Dean of Adult and Career Technical Education</u> 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 of Adult and Career Technical Education.

Best Efforts. Employee agrees that at all times s/he will faithfully, C. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the $\frac{1^{st}}{1^{st}}$ day of July 2022 (the "Commencement Date") and end on $\frac{30^{th}}{1^{th}}$ day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Nine Thousand Two Hundred Forty Seven Dollars and Sixty Two Cents</u>. \$89,247.62 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF as of this day of	, the Parties have	caused this Agreeme	nt to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Claudia Mosqueda Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Courtney O'Brien</u>, 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 <u>Director of Admissions and Records/Registrar</u> ("<u>Director of Admissions and Records/Registrar</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Director of Admissions</u> and <u>Records/Registrar</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Director of Admissions and Records/Registrar</u> 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 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Three Thousand Seven Hundred Twenty Two Dollars and No Cents.</u> \$83,722.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF as of this day of	, the Parties have 	caused this Agreeme	ent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Courtney O'Brien Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Suzanna Raigoza</u>, 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 <u>Senior Accountant</u> ("<u>Senior Accountant</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Senior Accountant</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Senior Accountant</u> 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.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Seventy Nine Thousand Nine Hundred Thirty Eight Dollars and Fifty Six Cents.</u> \$79,938.56 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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.
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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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

- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF as of this day of	•	e caused this Agreen	nent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Suzanna Raigoza Employee	Date		_

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Charles Michael Rose</u>, 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 <u>Associate Dean</u> for Strategic Initiatives, Adult and CTE ("<u>Associate Dean for Strategic Initiatives, Adult and CTE</u>" 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. <u>Position.</u> Employee shall be employed as the <u>Associate Dean for Strategic Initiatives, Adult and CTE</u> of the College.
- В. Duties. Employee shall perform the duties, undertake 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 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 for Strategic Initiatives, Adult and CTE.

Best Efforts. Employee agrees that at all times s/he will faithfully, C. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the $\frac{1^{st}}{1^{st}}$ day of July 2022 (the "Commencement Date") and end on $\frac{30^{th}}{1^{th}}$ day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Thousand Three Hundred Forty One Dollars and Eighty Eight Cents.</u> \$80,341.88 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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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: Rose Charles Michael

10. MISCELLANEOUS.

- A. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of	e Parties have caused this Agree	ment to be executed
Executed:		
Stanley S. Fields Ph.D. Morton College	Date	
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 <u>Erin Strauts</u>, 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 <u>Associate Dean</u> of <u>Institutional Effectiveness</u> ("<u>Associate Dean of Institutional Effectiveness</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Associate Dean of Institutional Effectiveness</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Associate Dean of Institutional Effectiveness</u> 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 of Institutional Effectiveness.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Nine Thousand Nine Hundred Forty One Dollars and Fifty Cents.</u> \$89,941.50 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHERE as of this day of _		have caused this Agro	eement to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Erin Strauts Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Christopher Wido</u>, 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 <u>Director of Fitness and Nutrition</u> ("<u>Director of Fitness and Nutrition</u>" 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. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Director of Fitness and Nutrition</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Director of Fitness and Nutrition</u> 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 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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Sixty Six Thousand Six Hundred Twenty Five Dollars and No Cents.</u> \$66,625.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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.
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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF as of this day of	, the Parties have ca	aused this Agreeme	nt to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Christopher Wido Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Brandie Windham</u>, 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 <u>Dean of Arts and Sciences</u> ("<u>Dean of Arts and Sciences</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Dean of Arts and Sciences</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Dean of Arts and Sciences</u> 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 <u>Dean of Arts and Sciences</u>.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Ninety Three Thousand One Hundred Fifty Dollars and No Cents</u>. \$93,150.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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



- A. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, tas of this day of	the Parties hav 	e caused this Agree	ment to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Brandie Windham Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Rodolfo Flores, 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 <u>Lieutenant</u> ("<u>Lieutenant</u>" 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. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Lieutenant</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Lieutenant</u> 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 <u>Lieutenant</u>.
 - C. <u>Best Efforts</u>. 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. <u>TERM.</u>

The term of Employee's employment shall commence on the $1^{\underline{s}\underline{t}}$ day of July 2022 (the "Commencement Date") and end on $30^{\underline{t}\underline{h}}$ day of June 2023 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Eighty Seven Thousand Nine Hundred Seventy Five Dollars and No Cents</u>. \$87,975.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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. <u>Vision Insurance.</u> 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. <u>Life Insurance</u>. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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: Rodolfo Flores

10. MISCELLANEOUS.

- A. <u>Acknowledgement and Indemnification.</u> Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

as of this day of _		ave caused this Agreer ·	nent to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Rodolfo Flores Employee	Date		

MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and <u>Ana Valdez</u>, 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 <u>Executive</u> Assistant to <u>Provost/Board Clerk</u> ("<u>Executive Assistant to Provost/Board Clerk</u>" 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. <u>INCORPORATION OF PREAMBLES.</u>

The foregoing preambles are incorporated herein and constitute a part of this Agreement

2. <u>EMPLOYMENT.</u>

- A. <u>Position.</u> Employee shall be employed as the <u>Executive Assistant to Provost/Board Clerk</u> of the College.
- B. <u>Duties</u>. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the <u>Executive Assistant to Provost/Board Clerk</u> 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 Executive Assistant to Provost/Board Clerk.

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. <u>TERM.</u>

The term of Employee's employment shall commence on the 1^{st} day of July 2022 (the "Commencement Date") and end on 30^{th} day of June 2024 (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. <u>Base Salary.</u> Employee shall receive an annual base salary of <u>Seventy Seven Thousand Six Hundred Twenty Five Dollars and No Cents. \$77,625.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. 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.</u>
- B. <u>Expenses</u>. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the 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 abovementioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.
- C. <u>Education Reimbursement</u>. 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. <u>Illinois State Universities Retirement System.</u> 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. <u>Comprehensive Medical Insurance.</u> The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and 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. <u>Dental Insurance</u>. 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.
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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, 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 1st, 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 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

- ii. <u>Personal Days.</u> Five (5) personal days per Fiscal Year (July 1st June 30th). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and
- iii. <u>Sick Days.</u> Twenty (20) sick days at full pay per Fiscal Year (July 1st June 30th), 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. <u>Accrual Date.</u> For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1st day of July, but shall be prorated if employment is terminated prior to June 30th in which the time was earned.
- G. <u>Communication Devices.</u> 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. <u>TERMINATION.</u>

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

A. <u>Termination due to Disability.</u> 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. <u>Termination by the College for Cause.</u> The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:
 - 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

- C. <u>Termination by Employee for Good Reason.</u> Employee may terminate his/her employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, "Good Reason" means any of the following events, unless Employee specifically agrees in writing that such event shall not be Good Reason:
 - 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. <u>Termination upon Notice</u>. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.
- E. <u>Termination Due to Death.</u> In the event of Employee's death during the term of this Agreement and while Employee is employed as an Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

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. <u>Acknowledgement and Indemnification</u>. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.
- B. <u>Construction and Governing Law.</u> 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. <u>Severability.</u> The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- D. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHERE as of this day of		s have caused this Agr 	eement to be executed
Executed:			
Stanley S. Fields Ph.D. Morton College		Date	
Ana Valdez Employee	Date		



Morton College Job Description

Job Title: Early Childhood Support Specialist – Part Time

Range:

Grant-Funded: This position is grant funded through Early Childhood Access

Consortium for Equity (ECACE) through June 2024.

Reports to and **Evaluated by:**

Associate Dean of Adult and Career Technical Education

Required **Qualifications:** Bachelor's Degree in Early Childhood Education required. Minimum five years of experience in an Early Childhood role.

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

Desirable Qualifications: Master's Degree preferred. Teaching at the college level preferred. Familiar with Gateways Credentials and Pathways. Teaching experience with young children preferred (birth-age 8). Bilingual (Spanish and English) preferred. Proficiency in a wide variety of operating systems and applications. Advanced skills in Microsoft Access or a similar database. Able to work with minimal supervision and within a team-oriented environment. Analysis, troubleshooting and excellent communication skills. Excellent customer relationship skills (communication, setting and meeting expectations, listening, etc.).

Job Summary:

The Early Support Specialist supports the efforts of the Early Childhood Access Consortium for Equity at Morton College. The Specialist provides student support to persist and complete early childhood certificates and degrees. The Early Support Specialist identifies and seeks to remove barriers to student success.

Essential Job Functions

- Act as the main contact for students or prospective students interested in Early Childhood Education (ECE) Programs/Gateway credentials at the College.
- Communicate with the appointed Navigator under ECACE to assist students in navigating college processes including but not limited to application process, enrollment/registration process, financial aid and ECACE scholarship processes, and other necessary resources.
- Identify student barriers to persistence and completion and works with ECE faculty and students to create equitable pathways for students.

Job Description: Page 2

 Connect students to college and regional resources to be successful in certificate/degree completion.

- Act as liaison between college, students, and Gateways to Opportunity to increase credential completion.
- Provide support for functions in ECE, including all Early Childhood Access Consortium for Equity (ECACE) functions.
- Develop and provide information about ECE certificates, degrees and transfer options and disseminates that information by visiting classrooms and meeting with interested students.
- Provide administrative and program support for the ECE department, including assistance with communication and outreach for the program.
- Organize and attend ECE outreach at appropriate college events.
- Prepare various modes of communications in conjunction with ECE Faculty, that market ECE information and activities to campus constituents.
- Assist ECE Faculty with the monitoring of grant activities including budgets, statistical data, grant submission, and reporting.
- Communicate with various college departments to organize messaging, marketing, tracking, and assessing ECE courses and programs.
- Participate in ongoing cross training with other Program Specialists with the purpose of proving exceptional service and accurate information to students.
- Collaborate with the Associate Dean of Institutional Effectiveness to design, monitor and maintain an Early Childhood student database used for tracking and reporting student information related to admission, retention, graduation, and ongoing communication.
- Develop spreadsheets used for scheduling and registration of all Early Childhood Education students each semester.
- Create and develop enrollment reports to help track student retention and progress toward completion.
- Prepare special reports for the ECE faculty and advisors used for student registration, retention, and graduation tracking.
- Work with ECE Chair and University Partners to formulate comprehensive Articulation Agreements.
- Assist with special projects as needed.

Other Duties: Perform related duties as assigned. Work Work is primarily indoors and sedentary in nature. Available during daytime and early evenings. **Environment: Physical** Demands: **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

Job Description:

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Morton College Job Description

Job Title: Special Events and Program Manager

Range: Staff

Grant-Funded: NA

Reports to and Evaluated by:

Vice President of Institutional Advancement

Required Qualifications:

The candidate will possess a bachelor's degree in marketing or communications and a valid Illinois driver's license. A minimum of 4 years of experience in the areas of event planning, conference management, and marketing and/or public relations with demonstrated success in leading large-scale events. Must be able to interact well with students, faculty, staff and college community. Excellent oral, written and listening skills, project management and relationship building experience. The successful candidate must be able to work in a position requiring public contact, exercise sound judgment, and assist a diverse student population in a multicultural environment. Bilingual in English/Spanish. Excellent customer service skills. Demonstrated word processing, database management and data entry skills. Must be able to work a flexible schedule including some evening & weekend hours. The candidate must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications:

Proficiency in Spanish/English, both oral and written. Master's degree in Business, Education, Marketing or related field. Prior experience with curriculum development, especially in the area of alumni relations and student engagement. Familiarity with budgets, public relations and marketing experience.

Job Summary:

The Special Events and Program Manager is a member of the Institutional Advancement team and is responsible for cultivating and enhancing Morton College's image through execution of events across campus for the college community. The Special Events and Program Manager will manage multiple projects with shifting priorities, interests and deadlines to ensure prioritization and execution on deliverables. They manage the strategy and

Job Description: Page 2

execution of impactful college events, executive and VIP visits, alumni engagement, and donor events. This includes working with various college personnel and delegating tasks to help develop, plan, implement and evaluate events and special functions. With the mission, vision and core values of Morton College central to the work, this position is an integral part of the Institutional Advancement team and is a key member in helping achieve the college's success.

Essential Job Functions

- Together with the Institutional Advancement team, will be responsible for creating and managing quality campus-wide events to deliver the ultimate college community experience.
- Interacts effectively with a diverse group of guests including faculty, staff, students, alumni and community members
- Provides effective strategies and manages project delegations to deliver a successful event experience.
- Collaborates with student groups as necessary and continues history of strong campus partnerships by building effective relationships with key stakeholders across the College.
- Coordinates requests for use of college space and other locations.
- Assist in developing and refining design concepts for internal and external marketing.
- Coordinates and oversees all event logistics, including but not limited to communication, marketing needs, venue research and selection, security, catering, transportation, floral installations, floor plan, linen, equipment, IT/audio-visual, event parking, and custodial services per event.
- Researches information to resolve problems or issues.
- Based on event analysis, feedback and competitive intelligence, identifies opportunities to improve and enhance events.
- Build and maintain a campus events calendar

Other Duties:

 Perform other job-related duties as assigned by the Vice President of Institutional Advancement

Work Environment:

Work is generally performed in an office setting. Some work and supervision will be on the Athletic Fields, Athletic Facility, and events. Due to position requirements, Events Manager may conduct their work at off-campus sites.

Job Description:				Page 3
Physical Demands:				
Position Unit: Administration - Exemption Faculty, Local 1600, A.F. Adjunct Faculty, IEA-NE X Classified Staff - Exclude Classified Staff, Local 1 Classified Staff - Camption Classified Staff - Service Classified Staff - Part-Tiel Classified Staff - Part-Tiel Classified Staff - Part-Tiel		A ed 600, A.F.T. s Safety, Local 73 Employees, Loca me, Local 1600, A	al 73, SEIU, AFL-CIO	
	ntial functi	erifies that the emp ions, duties of the p d positions.		
Employee			Date	



Morton College Job Description

Job Title: Dean of Liberal Arts and Sciences & Director of Guided Pathways

Range: Administrator

Grant-Funded: NA

Reports to and Evaluated by:

Associate Provost & VP of Student Services / Office of the

Provost

Required Qualifications:

Earned master's degree in a discipline within the Arts & Sciences area and a minimum of two years of college-level teaching experience. A minimum of two years of college-level administrative experience including academic program management, administration and budgeting. Experience in the leadership of college faculty. Attention to detail and ability to execute time-sensitive projects. Computer proficiency.

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

Desirable Qualifications:

Earned doctoral degree. Illinois community college administrative experience. Experience in: the regional accreditation process; college-wide assessment initiatives; union contract administration. Experience in dealing with student issues relevant to academic functions. Excellent written and oral communication. Experience in developing dual-credit partnerships with area high schools. Familiarity with the application of multimedia technologies to the teaching and learning process and on-line instruction. Experience working with diverse student populations.

Job Summary:

The Dean of Arts and Sciences provides leadership, and manages the day-to-day operations in developmental- and transfer-level areas. Responsibilities include: course scheduling; full-time and adjunct staffing; faculty evaluation; curriculum development; course articulation; program planning; budgeting; assessment; and resolving student complaints. Collaborates with other departments to support student learning.

Essential Job Functions

 Administer the developmental and general education instructional programs of the College.

- Provide administrative oversight for the Individual Learning Center (ILC), Library, Tutoring Center, and Hawthorne Works Museum
- Communicate online education policy and ensure online course integrity.
- Manage the STEM grant budget and work with the Dean of Student Services to provide services essential to STEM.
- Provide administrative oversight to the <u>Library</u>, <u>Tutoring</u>
 <u>Center</u>, <u>Assessment</u>, <u>Online Learning</u>, <u>and the Teaching</u>

 and Learning Center.
- Provide administrative oversight to the College's international education initiatives.
- Implement a course scheduling process that maximizes utilization of classroom space and ensures best use of staffing models while meeting the needs of students.
- Supervise and coordinate Chairs within the Arts & Sciences
- Recommend employment, supervise, and evaluate full- and part-time faculty in general education areas, working with Chairs as appropriate.
- Resolve student complaints, issues of academic honesty, and code of conduct violations.
- Oversight of program and curriculum development within the Arts & Sciences.
- Provide administrative leadership in the assessment of general education outcomes.
- Develop and maintain program budgets through daily monitoring of requests for expenditures and yearly reporting.
 - Provides assistance in writing grant proposals, completing application forms, creating budgets, and conducting research to identify grant opportunities not limited to government agencies, corporations, and foundations.
 - Interpret and apply federal and state legislation, accreditation standards, and College policies and procedures.
 - Support efforts to meet requirements and prepare reports as required by the College and/or accrediting agencies. Serve as a resource with respect to identifying and implementing quality improvements.
 - Cultivate and maintain strong partnerships with appropriate community stakeholders in support of programmatic and institutional advancement. Actively seek out opportunities for growth, transfer, and partnership with other colleges and universities.

Commented [BNW1]: Remove this duty. Move Tutoring Center to a subsequent job duty line item

- Lead the Guided Pathway Committee and develop collaborative relationships with internal departments to advance the implementation plan
- Design and implement policies to support the Guided Pathway Initiative
- Establishes standard of service delivery, goals, and performance measures for the Guided Pathways initiative
- Monitor the implementation of the Guided Pathways Plan to evaluate effectiveness; collaborate with internal departments to provide public information materials for presentations.
- Conduct evaluations, assessment and reports to provide annual updates to ensure all required plan elements are implemented and outcomes are met
- Develops and promotes special events, seminars, and workshops including, but not limited to, faculty and staff professional development activities, student engagement events, and outreach activities.
- Serve as an administrative member of various College committees
- Participate in the achievement of the College's strategic initiatives and enrollment management plan

Other Duties:

• Perform other duties as assigned by the Provost.

Work

Environment: Typical office environment

Physical Demands:

Prolonged sitting. Some lifting up to 20 lbs. Some standing,

stooping and bending.

Position Unit:

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

Classified Staff - Part-Time, Non-Union

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Morton College Job Description

Job Title: <u>Associate</u> Director of Library Services

Range: Administrator

Grant-Funded: N/A

Reports to and Evaluated by: Required Qualifications:

Associate Dean – Learning Resource / Performing Arts Center

Master's degree in Library Science, Educational Media or a combination of Master's degree and at least five years of relevant higher education experience, including supervisory and budget experience; familiarity with library automation, personal computers and office software; experience with Internet-based information literacy services; excellent writing skills; and understanding of how technology can be utilized in the teaching and learning

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

tolerance and truth.

Desirable Qualifications:

Community college library experience; experience with blended and online modes for the design and delivery of library services; grant writing experience; leadership style that emphasizes

collaboration, team building, accessibility; experience in planning

for and providing online circulation, catalog, reference databases. Excellent interpersonal skills; bi-lingual in

English/Spanish.

Job Summary:

The <u>Associate</u> Director of Library Services works under the general direction of the Associate Dean – Learning Resource / Performing Arts Center and provides leadership over Library services to college students, faculty, staff and community patrons.

Essential Job Functions

- To provide leadership for library including the virtual library
- To collaborate with academic leadership, faculty, and colleagues to integrate library resources to support learner-centered pedagogies.
- To provide leadership for the virtual bookstore including book adoptions, timely deliveries, and troubleshooting in consultation with the academic deans and other stakeholders.

- To partner with MIS Department to promote collaboration with the library to leverage technology resources for learning.
- To manage fiscal resources to include budget planning and ongoing review of library resources in consultation with academic deans and other stakeholders.
- To oversee the planning, supervision, assessment and evaluation of resources.
- To participate in college-wide committees.
- To act as reference librarian (when needed) and assist with the following:
 - Serve patrons at Reference Desk
 - Provide remote reference assistance through instant messaging
 - Help patrons in use of online periodical databases
 - Provide library instruction to Morton College classes

Other Duties:	 Perform other duties and special projects as assigned 	
Work Environment:	Typical office environment	
Physical Demands:	Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.	
Position Unit:	Administration - Exempt Professional Staff - Exempt Faculty, Local 1600, A.F.T. Adjunct Faculty, IEA-NEA Classified Staff - Excluded Classified Staff, Local 1600, A.F.T. Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO Classified Staff - Part-Time, Local 1600, A.F.T Classified Staff - Part-Time, Non-Union	

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

Employee______ Date_____

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Job Description: Director of Library Services

PROPOSED ACTION: THAT THE BOARD APPROVE HERNAN ALONSO AS A NEW DATA AND ENROLLMENT SPECIALIST FOR THE ADULT EDUCATION DEPARTMENT WITH AN EFFECTIVE START DATE OF JULY 01, 2022

RATIONALE FILLING A RECENT VACANCY DUE TO A RESIGNATION

OF A FORMER STAFF MEMBER

COST ANALYSIS: \$55,297

PROPOSED ACTION: THAT THE BOARD APPROVE NATHAN RIEMER AS A NEW FACULTY, SOCIOLOGY (FULLT-TIME, TENURE TRACK) FOR THE SOCIAL AND BEHAVIORAL SCIENCES DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE THE OPENING FOR A FULLTIME FACULTY OF SOCIOLOGY. MR. RIEMER BRINGS YEARS OF TEACHING EXPERIENCE TO THIS ROLE IN ADDITION TO HIS COMMITMENT TO THE COMMUNITY COLLEGE STUDENT.

COST ANALYSIS: \$57,233.00 BASED ON THE FACULTY UNION CONTRACT, MS+48 (ABD) LANE PLACEMENT AND CREDIT FOR 3 YEARS OF TEACHING EXPERIENCE.

PROPOSED ACTION: THAT THE BOARD APPROVE SAMANTHA CHESTERS AS A NEW FACULTY, ENGLISH (FULLT-TIME, TENURE TRACK) FOR THE ENGLISH DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18,2022.

RATIONALE: THIS HIRE WILL REPLACE THE OPENING FOR A FULLTIME FACULTY OF ENGLSIH FROM A RECENT RETIREMENT. MS. CHESTERS BRINGS 10+ YEARS OF TEACHING EXPERIENCE TO THIS ROLE.

COST ANALYSIS: \$62,652.00 BASED ON THE FACULTY UNION CONTRACT, MS LANE PLACEMENT AND CREDIT FOR TEACHING EXPERIENCE (MAX 11 YEARS CREDIT PER CONTRACT)

PROPOSED ACTION: THAT THE BOARD APPROVE NICHOLAS LOUDON AS A NEW FACULTY, PHYSICAL SCIENCES (FULL-TIME, TENURE TRACK) FOR THE PHYSICAL SCIENCES DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18,2022.

RATIONALE: THIS HIRE WILL REPLACE THE OPENING FOR A FULLTIME FACULTY OF PHYSICAL SCIENCE. MR. LOUDON WILL BRINGS 10+ YEARS OF TEACHING EXPERIENCE TO THIS ROLE AS WELL AS EVIDENCE OF A STRONG COMMITMENT TO THE COMMUNITY COLLEGE ENVIRONMENT AND ITS STUDENTS.

COST ANALYSIS: \$63,912.00 BASED ON THE FACULTY UNION CONTRACT, MS LANE PLACEMENT AND CREDIT FOR TEACHING EXPERIENCE (MAX 11 YEARS PER CONTRACT)

PROPOSED ACTION: THAT THE BOARD APPROVE JUAN GABRIEL CORONA RODRIGUEZ AS A NEW CUSTODIAN FOR THE CAMPUS OPERATIONS AND FACILITIES WITH AN EFFECTIVE START DATE OF JULY 5, 2022.

RATIONALE

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

COST ANALYSIS: \$15.10 per hour

PROPOSED ACTION: THAT THE BOARD APPROVE MANUEL JIMENEZ AS A NEW CUSTODIAN FOR THE CAMPUS OPERATIONS AND FACILITIES WITH AN EFFECTIVE START DATE OF JULY 5, 2022.

RATIONALE

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

COST ANALYSIS: \$15.10 per hour

PROPOSED ACTION: THAT THE BOARD APPROVE SAMUEL GAMINO AS A NEW STUDENT SERVICES LIAISON FOR THE STUDENT ACTIVITIES OFFICE WITH AN EFFECTIVE START DATE OF JULY 5, 2022.

RATIONALE To provide student support and implement strategies that

motivate and inspire students to succeed. Assist students

to work through a variety of obstacles and provide resources for issue resolution. Develop and maintain student relationships to assess their needs and

satisfaction.

COST ANALYSIS: \$42,278.60

<u>PROPOSED ACTION</u>: THAT THE BOARD APPROVE HIRING OF ISABEL CERVANTES AS ADJUNCT INSTRUCTOR FOR COMMUNITY AND CONTINUING EDUCATION.

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 Community and Continuing Education offering for the local community.

COST ANALYSIS: \$25/contact hour.

ATTACHMENT: Hiring Authorization form.