

## **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Vincent Acevez**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Chief of Police ("Chief of Police" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Chief of Police of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief of Police as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Chief of Police.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred fifteen thousand dollars \$115,000.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.
- vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:
  - a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
  - b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
  - c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via email, telecopy or facsimile transmission; or

(d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Vincent Acevez  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized

representatives thereof.

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

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

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

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


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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 9-28-21

  
\_\_\_\_\_  
Vincent Acevez  
Employee  
Date 8/25/21

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Michael Brown**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Student Services ("Associate Dean of Student Services" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Student Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Student Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Student Services.



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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty thousand eight hundred forty dollars and twenty-three cents \$80,840.23 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

**B. Termination by the College for Cause.** Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

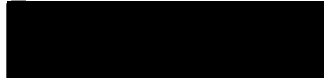
**9. NOTICE.**

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

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

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

If to Employee: Michael Brown



**10. MISCELLANEOUS.**

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged



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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 25 day of August.

  
Stanley S. Fields Ph.D.  
Morton College

8.25.21  
Date

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## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Laurie Cashman, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Dean of Adult, Careers and Technical ("Dean of Adult, Careers and Technical" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Dean of Adult, Careers and Technical of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Adult, Careers and Technical as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Adult, Careers and Technical.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One hundred twelve thousand four hundred seventy-eight dollars and sixty-three cents \$112,478.63 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 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 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;



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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Laurie Cashman  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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


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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
8-25-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Laurie Cashman  
Employee  
9/17/21  
\_\_\_\_\_  
Date

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Irina Cline, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Community and Continuing Education ("Director of Community and Continuing Education" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Community and Continuing Education of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Community and Continuing Education as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Community and Continuing Education.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-four thousand nine hundred eighty-five dollars and seventy-five cents \$74,985.75 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Irina Cline



#### **10. MISCELLANEOUS.**

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 25 day of August.

  
Stanley S. Fields Ph.D. Date 8-25-21  
Morton College

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## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Carissa Davis, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Financial Aid ("Director of Financial Aid" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Financial Aid of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Financial Aid as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Financial Aid.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-eight thousand seven hundred sixty-five dollars and seventy-four cents \$88,765.74 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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



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

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

If to Employee: Carissa Davis  


#### **10. MISCELLANEOUS.**

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 25 day of August.

Stanley S. Fields Ph.D. 8-25-21  
Morton College Date

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**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Joseph Florio**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Campus Operations and Facilities ("Director of Campus Operations and Facilities" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Campus Operations and Facilities of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Campus Operations and Facilities as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Campus Operations and Facilities.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred twenty-one thousand two hundred eighty-seven dollars and fifty-one cents \$121,287.51 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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



B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic

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

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

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

If to Employee: Joseph Florio  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the

same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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

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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 9-28-21

  
\_\_\_\_\_  
Joseph Florio  
Employee  
Date 8/25/2021

**MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Alison Gehrke, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of PTA and Health Services ("Associate Dean of PTA and Health Services" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of PTA and Health Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of PTA and Health Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of PTA and Health Services.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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



## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One hundred seven thousand two hundred five dollars \$107,205.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Alison Gehrke  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

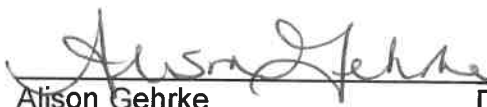


THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT  
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION  
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D. Date 8.25.21  
Morton College

  
\_\_\_\_\_  
Alison Gehrke Date 9.20.21  
Employee

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Michelle Herrera**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Academic Services ("Associate Dean of Academic Services" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Academic Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Academic Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Academic Services.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 14<sup>th</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy thousand dollars \$70,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

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B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

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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 or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.



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Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Michelle Herrera



#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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


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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 23 day of August.

  
Stanley S. Fields Ph.D.  
Morton College

8-25-21  
Date

11

**MORTON COLLEGE  
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Blanca Jara**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Vice President of Institutional Advancement ("Vice President of Institutional Advancement" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Vice President of Institutional Advancement of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Vice President of Institutional Advancement as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Vice President of Institutional Advancement.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred thirty thousand dollars \$130,000.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

#### **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

#### **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

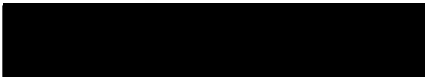
#### **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of

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

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

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

If to Employee: Blanca Jara  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any

force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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


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

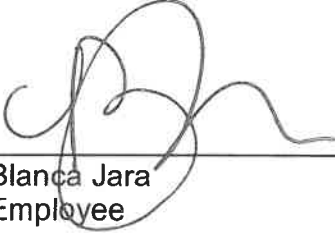
[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 9-28-21

  
\_\_\_\_\_  
Blanca Jara  
Employee  
Date 8/25/21

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Micheal Kott**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean - LRPA ("Associate Dean - LRPA" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean - LRPA of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean - LRPA as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean - LRPA.



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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One hundred three thousand three hundred forty-two dollars and thirty-four cents \$103,342.34 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Micheal Kott



#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged



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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 20 day of August.

  
Stanley S. Fields Ph.D.  
Morton College

8-25-21  
Date

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## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Gabriela Mata**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Student Activities ("Director of Student Activities" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Student Activities of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Student Activities as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Student Activities.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Sixty-one thousand fifty-nine dollars and eighty-three cents \$61,059.83 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;



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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Gabriela Mata  


## 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

 8-25-21  
\_\_\_\_\_  
Stanley S. Fields Ph.D. Date  
Morton College

 9.20.21  
\_\_\_\_\_  
Gabriela Mata Date  
Employee

## **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Keith McLaughlin**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Provost and Executive Vice President ("Provost and Executive Vice President" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Provost and Executive Vice President of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Provost and Executive Vice President as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Provost and Executive Vice President.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of Two hundred twenty thousand eight hundred seventy-one dollars and thirty-four cents \$220,871.34 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic

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

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

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

If to Employee: Keith McLaughlin  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the

same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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


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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College

8/28/21  
\_\_\_\_\_  
Date

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

8/25/2021  
\_\_\_\_\_  
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 Assistant Athletic Director ("Assistant Athletic Director" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Assistant Athletic Director of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Assistant Athletic Director as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Assistant Athletic Director.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Fifty-six thousand nine hundred twenty-five dollars \$56,925.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.
- vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:
  - a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
  - b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
  - c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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


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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 25 day of August.

  
Stanley S. Fields Ph.D. Date 8-25-21  
Morton College

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## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Claudia Mosqueda, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Adult and Career Technical Education ("Associate Dean of Adult and Career Technical Education" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Adult and Career Technical Education of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Adult and Career Technical Education as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Adult and Career Technical Education.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-six thousand two hundred twenty-nine dollars and fifty-eight cents \$86,229.58 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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



B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.
- vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:
  - a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
  - b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
  - c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Claudia Mosqueda  


## 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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


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

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 25 day of August.

  
Stanley S. Fields Ph.D.  
Morton College

8-25-21  
Date

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**MORTON COLLEGE  
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Jason Nichols**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Athletic Director ("Athletic Director" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Athletic Director of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Athletic Director as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Athletic Director.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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



## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred and one thousand four hundred thirty dollars \$101,430.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.
- vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:
  - a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
  - b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
  - c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic

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

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

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

If to Employee: Jason Nichols  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the

same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

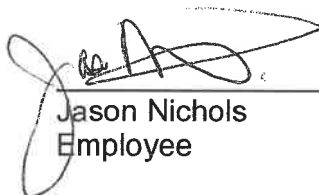


THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT  
IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION  
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
9.28.21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jason Nichols  
Employee  
August 25, 2021  
\_\_\_\_\_  
Date

**MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Courtney O'Brien, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Admissions and Records/Registrar ("Director of Admissions and Records/Registrar" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Admissions and Records/Registrar of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Admissions and Records/Registrar as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Admissions and Records/Registrar.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-one thousand six hundred eighty dollars \$81,680.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 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 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.



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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Courtney O'Brien  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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


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

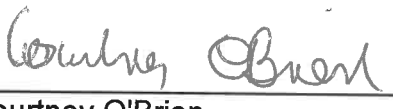
[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 8-25-21

  
\_\_\_\_\_  
Courtney O'Brien  
Employee  
Date 9-24-21

## **MORTON COLLEGE SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Mireya Perez**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as CFO/Treasurer ("CFO/Treasurer" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the CFO/Treasurer of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the CFO/Treasurer as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the CFO/Treasurer.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred sixty thousand one hundred seventy-seven dollars and fifty-seven cents \$160,177.57 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and



ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.
- vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:
  - a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
  - b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
  - c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic

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

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

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

If to Employee: Mireva Perez  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the

same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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


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

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
9.28.21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mireya Perez  
Employee  
9/28/21  
\_\_\_\_\_  
Date

**MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Suzanna Raigoza, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Senior Accountant ("Senior Accountant" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Senior Accountant of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Senior Accountant as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Senior Accountant.



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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## **5. REMUNERATION.**

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-seven thousand two hundred thirty-five dollars and thirty-two cents \$77,235.32 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

**B. Termination by the College for Cause.** Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

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

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Suzanna Raigoza  
[REDACTED]  
[REDACTED]

#### **10. MISCELLANEOUS.**

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged



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

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

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

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

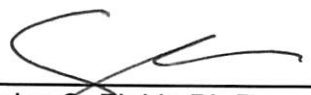
I. Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 20 day of August.

Executed:

 8-25-21  
Stanley S. Fields Ph.D. Date  
Morton College

 10-13-21  
Suzanna Raigoza Date  
Employee

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Charles Michael Rose**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean for Strategic Initiatives, Adult and CTE ("Associate Dean for Strategic Initiatives, Adult and CTE" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean for Strategic Initiatives, Adult and CTE of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean for Strategic Initiatives, Adult and CTE as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean for Strategic Initiatives, Adult and CTE.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy-seven thousand six hundred twenty-five dollars \$77,625.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;



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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Charles Michael Rose  


## 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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


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

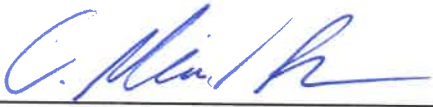
[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 05 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D. Date 8-25-21  
Morton College

  
\_\_\_\_\_  
Charles Michael Rose Date 8/25/21  
Employee

**MORTON COLLEGE  
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Ruben Ruiz**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Chief Information Officer ("Chief Information Officer" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Chief Information Officer of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Information Officer as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Chief Information Officer.

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

### 3. TERM.

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### 4. RESTRICTIVE COVENANTS.

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred forty thousand nine hundred twenty-one dollars and seventy-nine cents \$140,921.79 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

- i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or
- v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.
- vi. Other conduct, including but not limited to, committing criminal assault or battery on another employee, or on an invitee of the College, or committing abuse or neglect of a person in Employee's professional care.
- vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:
  - a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
  - b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;
  - c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

#### **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

#### **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

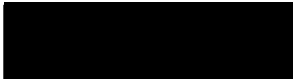
#### **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of

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

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

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

If to Employee: Ruben Ruiz  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises,

agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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

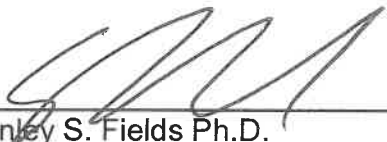
I. Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 9-28-21

  
\_\_\_\_\_  
Ruben Ruiz  
Employee  
Date 8/25/21



**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Maria Sanchez Anderson**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Executive Assistant to the President ("Executive Assistant to the President" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Executive Assistant to the President of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant to the President as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Assistant to the President.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of Ninety-one thousand three hundred five dollars and eighty-seven cents \$91,305.87 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic



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

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

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

If to Employee: Maria Sanchez Anderson  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the

same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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

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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
9.28.21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maria Sanchez Anderson  
Employee  
8.25.21  
\_\_\_\_\_  
Date

## *MORTON COLLEGE EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and effective as of this 25th day of August 2021, (the "Effective Date") by and between Morton College, Illinois Community College District No. 527 ("Morton College"), and Dr. Stanley Fields, individual ("Fields" or "President"), (collectively, Morton College and the President may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

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

### W I T N E S S E T H:

WHEREAS, Fields desires to serve as the President of Morton College; and

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

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

WHEREAS, the Parties desire to enter into this Agreement whereby Fields will serve as the President of Morton College; and

WHEREAS, Fields hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board; and

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

#### 1. EMPLOYMENT:

1.1 Position. Fields shall be employed as the President of Morton College.

1.2 Duties. Fields shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Executive Officer and President of an Illinois Community College, as set forth in the President's Position Description (attached hereto), and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Fields shall perform such other duties as are assigned to him

by the Board in his capacity as the President of Morton College. Furthermore, the Parties shall jointly conduct working sessions, outside of the structure of regularly scheduled business meetings of the Board, for the purpose of discussing and determining the goals of Morton College, defining the role and goals of the President, as well as the roles of the Board and the administration of Morton College, and establishing respect and rapport among and between the President, the Board, the administration, the faculty and the staff of Morton College.

- 1.3 Best Efforts. Fields agrees that at all times he will faithfully, efficiently and to the best of his abilities and talents perform all of the duties which may be required of and from him, pursuant to the terms hereof and to the reasonable satisfaction of the Board. The President shall abide by all policies and decisions made by Morton College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The President shall act in the best interests of Morton College at all times. The President agrees to devote his full time, skill and attention to said employment during the term of this Agreement provided, however, that the President may engage in non-competitive activities so long as such activities do not interfere with the President's responsibilities under this Agreement and the President receives the prior written authorization from the Board. The President shall not engage in any work or business for the President's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the President's duties hereunder, or poses an actual or potential conflict of interest with Morton College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the President to choose to discontinue the other work or resign employment with Morton College.
2. TERM. The term of the President's employment shall commence on the 1st day of July 2021 (the "Commencement Date") and shall continue until the 30th day of June 2025 (the "Expiration Date") unless earlier terminated as provided for in Section 6 of this Agreement.
3. RESTRICTIVE COVENANTS. To the fullest extent of Fields' knowledge, Fields represents and warrants to Morton College that he is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with his acceptance of employment by Morton College or the performance of the duties and services hereunder. Fields shall defend, indemnify and hold harmless Morton

College for any liability Morton College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Subject to the District release in Section 3 of this Agreement, Fields shall receive the following as his total remuneration:

- 4.1 Base Salary. Fields shall receive an annual Base Salary of two hundred fifty-eight thousand five hundred fifteen and 87/100 U.S. dollars (\$258,515.87) for the term of July 1, 2021 to June 30, 2022. Fields' Base Salary for his term of July 1, 2022 to June 30, 2023, and for his term of July 1, 2023 to June 30, 2024, and for his term of July 1, 2024 to June 30, 2025, shall each be determined after the Board's evaluation of the President each year and shall be no less than the prior year's Base Salary. Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and Fields.
- 4.2 Auto Expenses. Morton College agrees to pay Fields as part of his gross compensation, the sum of five hundred and no/100 U.S. dollars (\$500.00) per month for transportation costs which include all necessary automobile operating expenses such as fuel, oil, insurance, and repairs for local travel. Morton College shall not reimburse Fields for mileage for travel outside of Cook County, Illinois. However, Morton College will grant Fields access to Morton College-owned pool vehicles for Fields' Morton College-related travel outside of Cook County, Illinois.
- 4.3 Civic Engagement Expenses. The President shall be reimbursed in the form of a stipend for reasonable "Civic Engagement Expenses" incurred during the performance of his employment obligations, which include the general promotion of the interests of Morton College, and performing duties for and promoting the interests of any of Morton College's affiliated programs or institutions.

Specifically, Morton College will cover Fields' Civic Engagement Expenses by paying Fields five thousand and no/100 U.S. dollars (\$5,000.00) (hereafter referred to as the "Civic Stipend") over the course of each calendar year in equal installments according to the payroll dates in effect for other senior level administrators (see Section 4.1). Throughout each calendar year, Fields shall only submit receipts for his actual Civic Engagement Expenses incurred in accordance with the terms of this Agreement. Fields shall timely submit his Civic Engagement Expenses receipts to the Controller to be approved by either the Chairman or Vice-Chairman of the Board. At the end of each calendar year, Morton College will report the difference between the Civic Stipend and the aggregate

amount of all properly approved Civic Engagement Expenses receipts on Fields W-2 Form as taxable income. Morton College will not reimburse Fields for any Civic Engagement Expenses incurred after the Civic Stipend amount is reached (i.e., Morton College will only cover up to \$5,000.00 each calendar year in Civic Engagement Expenses incurred by Fields).

- 4.4 Communication Devices. Morton College agrees to pay Fields as part of his gross compensation, the sum of five hundred and no/100 U.S. dollars (\$500.00) per month to reimburse him for Fields using his own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform his duties as President. As a result, Morton College will not provide Fields with any "communication devices."
- 4.5 Attendance at Professional Meetings. Fields agrees any travel in order to attend professional meetings on behalf of Morton College as its President shall be in accordance with Morton College Board Policies 2.10 (entitled "College Business Travel") & 8.3 (entitled "Reimbursement for Travel Expenses") as amended from time to time.
- 4.6 Ordinary Business Expenses. Morton College shall reimburse Fields for "Ordinary Business Expenses" he incurs in his role as Motion College's President. "Ordinary Business Expenses" do not include: any automotive expenses covered by Section 4.2; "Civic Engagement Expenses" covered by Section 4.3, including entertainment costs; any communication device expenses covered by Section 4.4; and any expenses covered by Section 4.5. Therefore for the purposes of this Agreement, "Ordinary Business Expenses" is defined as all other reasonably necessary Morton College President-related expenses not already covered by Sections 4.2-4.5.
- Fields shall be reimbursed for actual "Ordinary Business Expenses" incurred for which he submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller on a timely basis and upon approval by the Chairman or Vice-Chairman of the Board, Fields shall be reimbursed for his "Ordinary Business Expenses."
- 4.7 Illinois State Universities Retirement System. Morton College agrees to pay for Fields' statutorily mandated employee contributions to the Illinois State Universities Retirement System ("SURS") pursuant to the Illinois Pension Code (40 ILCS 5/15-107(i) (2015)).
- 4.8 Insurance.
- A. Comprehensive Medical Insurance. Morton College shall offer to Fields the same Comprehensive Medical Insurance Program that it offers its

other employees. Morton College and Fields shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by Morton College and selected by Fields, respectively:

1. FY 2019-2020

MORTON COLLEGE		FIELDS	
Single HMO	92%	Single HMO	8%
Family HMO	69%	Family HMO	31%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

2. FY 2021-2022

MORTON COLLEGE		FIELDS	
Single HMO	92%	Single HMO	8%
Family HMO	69%	Family HMO	31%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

3. FY 2022-2023

As set forth in either the Faculty Collective Bargaining Agreement or Classified Staff Collective Bargaining Agreement, whichever contains the lower employee contribution percentage.

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

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

D. Life Insurance. Morton College shall provide (and pay for) individual term life insurance coverage to Fields at one hundred and fifty thousand and no/100 U.S. dollars (\$150,000.00). Fields shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.9 Paid Time Off Benefits. Fields shall receive the following benefits:



(a) Seventeen (17) calendar days of vacation annually, in addition to any days that are designated as holidays by Morton College; the vacation days identified in the preceding sentence must be taken in the same contract year in which they are earned, unless the Board approves the carryover of the same; vacation requests in excess of three (3) consecutive days shall be subject to the prior written approval of the Board;

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

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

5. EVALUATION. The Board assumes the final responsibility for doing an annual evaluation of the President which shall be reduced to writing and will assess the President's overall performance in light of written goals to be jointly developed by the Parties each year of the Agreement, the President's Position Description, and the duties of the President as set forth in Board Policy. The President and the Board Chair shall confer each May to plan the President's next annual evaluation. The method of evaluation shall be the decision of the Board after consultation with the President, and may include but is not limited a three hundred and sixty (360) degree evaluation. The annual evaluation of the President will take place no later than September 30<sup>th</sup> of each year, and the results of the annual evaluation of the President shall be discussed with the President at a Board Retreat to occur no later than November 30<sup>th</sup> of each year. The President will provide a written reminder of the evaluation schedule to the Board on or before April 15<sup>th</sup> of each year of the Agreement. Nothing contained herein shall preclude the Board from meeting at other times to discuss the performance or employment of Fields.
6. TERMINATION. This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Fields (as defined below), for any reason or no reason (as set forth below), or shall terminate on the Expiration Date, as described above.
  - 6.1 Termination Due to Disability. Either Fields or Morton College shall be entitled to terminate Fields' employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean a determination by the Board in

accordance with the Americans with Disability Act and the Illinois Human Rights Act that, as a result of a physical or mental impairment, Fields is unable to perform the duties and obligations (i.e., the essential functions) set forth in Section 1.2 of this Agreement with or without reasonable accommodation. In the event of Fields' termination due to Disability, Morton College shall pay Fields his accrued salary and vacation up to the date of termination.

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

- (a) President's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (b) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the President with respect to the President's obligations to Morton College or otherwise relating to the business of Morton College;
- (c) The President's fraud or dishonesty in connection with the President's performance of duties, which has a materially detrimental effect on Morton College; or
- (d) A material breach by the President of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 6.2, no act or failure to act on the President's part shall be deemed "willful," unless done or omitted by the President, done in bad faith, or done without the reasonable belief that the President's action or failure to act was in the best interests of Morton College.

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

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

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

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

6.4 Termination Due to Death. In the event of Fields' death during the term of this Agreement and while Fields is employed as the President of Morton College, this Agreement shall terminate immediately at the time of Fields' death and Morton College shall pay to Fields' estate his salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Fields' death.

6.5 Termination by Board. The Board may terminate this Agreement at any time for any reason upon forty-eight (48) hours written notice to Fields. In the event of such termination, Fields shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Thereafter, Fields will receive a lump sum buyout payment in an amount equal to one (1) year of salary at the current rate of pay or, in the event that there is less than one (1) year remaining on the Agreement, the salary for the remaining period, plus benefits. For purposes of this paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days and the employer contribution to SURS. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth

herein. If the Agreement is terminated pursuant to this Section 6.5, then neither Party will acknowledge fault of any kind.

- 6.6 Termination by Fields. In the event that Fields terminates this Agreement prior to the Expiration Date, Fields shall reimburse six (6) months of his then current Base Salary, as defined in Section 4.1 of this Agreement, to Morton College.
7. RETURN OF MORTON COLLEGE'S PROPERTY. At any time upon Morton College's request and/or upon termination of Fields' employment with Morton College, Fields shall immediately deliver to Morton College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of Morton College's activities or concerning any part of the President's activities relating to Fields' employment with Morton College (collectively, the "Property"). The Property is acknowledged by Fields to be Morton College's Property, which is only entrusted to Fields on a temporary basis in his capacity as the President of Morton College.
8. CONFIDENTIALITY. Fields agrees not to disclose or divulge any Confidential Information to any other person or entity, except during his employment with Morton College when required due to the nature of his duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of Morton College's business or financial information or any other confidential information that is disclosed to President or that President otherwise learns in the course of his employment. Fields' obligations here-under, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
9. NOTICE. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to Morton College:            Morton College  
   Illinois Community College District No. 527  
   3801 S. Central Avenue

*Morton College Employment Agreement*

Cicero, IL 60804

With a copy to:

Del Galdo Law Group  
1441 South Harlem Avenue  
Berwyn, IL 60402

If to Fields:

Dr. Stanley Fields  


10. MISCELLANEOUS.

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

*Morton College Employment Agreement*

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Executed:

 8.27.21  
\_\_\_\_\_  
Frances F. Reitz, Date  
Morton College Board Chair

 8.26.21  
\_\_\_\_\_  
Dr. Stanley Fields Date  
President, Morton College

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

- 10.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 10.7 Right to Counsel. Fields acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the President acknowledges that he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 10.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 10.9 Assignment. This Agreement is personal in character and neither Morton College nor Fields shall assign their interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

**MORTON COLLEGE  
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Erin Strauts, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Dean of Institutional Effectiveness ("Associate Dean of Institutional Effectiveness" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Dean of Institutional Effectiveness of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Institutional Effectiveness as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Institutional Research.



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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty-six thousand nine hundred dollars \$86,900.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**


Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Erin Strauts  


#### **10. MISCELLANEOUS.**

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged



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

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

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

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

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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 8-25-21

  
\_\_\_\_\_  
Erin Strauts  
Employee  
Date 8/25/21

**MORTON COLLEGE**  
**SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Marisol Velazquez**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Associate Provost and Vice President of Student Services ("Associate Provost and Vice President of Student Services" or "Senior Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as a Senior Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

**1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

**2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Associate Provost and Vice President of Student Services of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Provost and Vice President of Student Services as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Provost and Vice President of Student Services.

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

### 3. TERM.

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### 4. RESTRICTIVE COVENANTS.

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One hundred forty thousand dollars \$140,000.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022.

B. Annual Evaluation. Employee's salary shall be based on his/her annual evaluation.

C. Professional Development Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year, to begin in the FY22 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2021 - 2022 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

F. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the portions of the per annum rate for the Comprehensive Medical Insurance Program, as offered by the College and selected by the Employee for Fiscal Years [insert years], the Board shall determine the per annum rate for the Comprehensive Medical Insurance Program and the College and Employee shall pay their respective portions in conformance with the same.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These days are prorated and cumulative so long as Employee is continuously employed by the College; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

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

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;



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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party. 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. Termination Due to Death. In the event of Employee's death during the term of this Agreement and while Employee is employed as a Senior Administrator of the College, this Agreement shall terminate immediately at the time of Employee's death and the College shall pay to Employee's estate his/her accrued salary and vacation pay accrued up to the date of his/her death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

## **7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as a Senior Administrator of the College.

## **8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

## **9. NOTICE.**

Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic

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

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

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

If to Employee: Marisol Velazquez  


#### 10. MISCELLANEOUS.

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the

same is in writing and signed by Employee and the College or authorized representatives thereof.

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

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

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

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

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


[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August, 2021.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 9-28-21

  
\_\_\_\_\_  
Marisol Velazquez  
Employee  
Date 08-25-21

## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Christopher Wido**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Director of Fitness and Nutrition ("Director of Fitness and Nutrition" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Director of Fitness and Nutrition of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Fitness and Nutrition as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Fitness and Nutrition.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 1<sup>st</sup> day of July 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Sixty-five thousand dollars \$65,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.



E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

a. Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

b. Conduct demonstrating conscious disregard of the College's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the College expects of its employees. Such conduct may include, but is not limited to, willful damage to the College's property that results in damage or more than \$50.00, or theft of College property or property of an invitee of the College;

c. Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

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

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

f. A violation of a College rule, unless the Employee can demonstrate that: (i) they did not know, and could not reasonably know, of the rule's requirement; (ii) the rule is not lawful or not reasonably related to the job environment and performance; and (iii) the rule is not fairly or consistently enforced.

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

i. Any material breach of this Agreement by the College;

ii. Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

iii. A reduction in Employee's total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or

iv. Any failure to assign this Agreement to the successor of Morton College, unless Employee and such successor enter into a successor employment agreement.

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

D. Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon thirty calendar (30) days' written notice to the non-terminating Party.

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

**7. RETURN OF THE COLLEGE'S PROPERTY.**

At any time upon the College's request and/or upon termination of Employee's employment with the College, Employee shall immediately deliver to the College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of the College's activities or concerning any part of Employee's activities relating to Employee's employment with the College (collectively, the "Property"). The Property is acknowledged by Employee to be the College's property, which is only entrusted to Employee on a temporary basis in his/her capacity as an Administrator of the College.

**8. CONFIDENTIALITY.**

Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of the College's business or financial information or any other confidential information that is disclosed to Employee or that Employee otherwise learns in the course of his/her employment. Employee's obligations hereunder, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.

**9. NOTICE.**

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

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

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

If to Employee: Christopher Wido  


#### **10. MISCELLANEOUS.**

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

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

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

D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

E. Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's request, at no additional cost to the College. No provision of this Agreement may be modified, waived or discharged

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

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

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

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

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

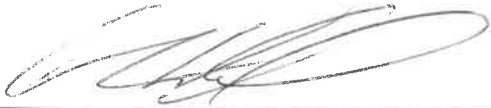
[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D.  
Morton College  
Date 8.25.21

  
\_\_\_\_\_  
Christopher Wido  
Employee  
Date 11/5/21



## **MORTON COLLEGE ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and **Brandie Windham**, an individual residing in Illinois ("Employee"), (collectively referred to as the "Parties"). The effective date of this Agreement shall be the last date that this Agreement is executed by either the College or the Employee.

**WHEREAS**, the College desires to hire Employee to serve as Dean of Arts and Sciences ("Dean of Arts and Sciences" or "Administrator") based upon the terms and conditions set forth herein; and

**WHEREAS**, Employee desires to work as an Administrator for the College and agrees to fulfill the obligations set forth in this Agreement; and

**WHEREAS**, the College and Employee believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the educational programs of the College; and

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

### **1. INCORPORATION OF PREAMBLES.**

The foregoing preambles are incorporated herein and constitute a part of this Agreement

### **2. EMPLOYMENT.**

A. Position. Employee shall be employed as the Dean of Arts and Sciences of the College.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Arts and Sciences as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees' ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Arts and Sciences.

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

### **3. TERM.**

The term of Employee's employment shall commence on the 26<sup>th</sup> day of August 2021 (the "Commencement Date") and end on 30<sup>th</sup> day of June 2022 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

### **4. RESTRICTIVE COVENANTS.**

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

## 5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Ninety thousand dollars \$90,000.00 for Fiscal Year 2021 - 2022 (July 1, 2021 - June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2022. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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

C. Education Reimbursement. Employee, with the prior approval of the President, shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies. Education reimbursements will be issued in accordance with the employee education reimbursement guidelines.

D. Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 5 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

E. Insurance.

i. Comprehensive Medical Insurance. The College shall offer to Employee the same Comprehensive Medical Insurance Program that it offers its other employees. The College and Employee shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by the College and Employee, respectively: The Employee shall pay the lowest available rate for the coverage that s/he selects. Those rates will be approved by the Board and made available to the Employee during open enrollment.

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

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

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

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

i. Vacation Days. Twenty-two (22) days of vacation annually, in addition to any days that are designated as holidays by the College. Said vacation days are prorated and not cumulative except as set forth herein. Vacation days should be taken in the same Fiscal Year (i.e., July 1<sup>st</sup> – June 30<sup>th</sup>) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1<sup>st</sup>, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30<sup>th</sup> of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

ii. Personal Days. Five (5) personal days per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>). These personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick days days in the next Fiscal Year, if applicable; and

iii. Sick Days. Twenty (20) sick days at full pay per Fiscal Year (July 1<sup>st</sup> - June 30<sup>th</sup>), which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick day guidelines contained in the applicable Board policies; and

iv. Accrual Date. For the purposes of paid time off identified in Paragraph 5(F) and its subparts, all paid time off accrues on the 1<sup>st</sup> day of July, but shall be prorated if employment is terminated prior to June 30<sup>th</sup> in which the time was earned.

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

## **6. TERMINATION.**

This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Employee (as defined below), upon ninety (90) days' notice by either Party or shall terminate on the Expiration Date, as described above.

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

B. Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, the College may terminate Employee's employment for Cause by providing a thirty (30) day written notification. For purposes of this Agreement, "Cause" means any of the following:

i. Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;

ii. Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;

iii. Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;

iv. A material breach by Employee of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures; or

v. Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

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

vii. Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College. "Misconduct" includes, but is not limited to, the following:

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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;

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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.

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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.

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

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

If to Employee: Brandie Windham  


## 10. MISCELLANEOUS.

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

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D. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

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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.

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[SIGNATURE PAGE TO FOLLOW]

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IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION  
CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
as of this 25 day of August.

Executed:

  
\_\_\_\_\_  
Stanley S. Fields Ph.D. Date 8.25.21  
Morton College

  
\_\_\_\_\_  
Brandie Windham Date 9/20/2021  
Employee