Morton College

Public Hearing - Annual Budget for fy23 (July 1, 2022 - June 30, 2023) and Public Regular Meeting

Wednesday, August 24, 2022, 11:00 AM

MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527
COOK COUNTY, ILLINOIS
Agenda for the Public Hearing Annual Budget for fy23 (July 1, 2022 - June 30, 2023)
Wednesday, August 24, 2022

Agenda for the Public Hearing Annual Budget for fy23 (July 1, 2022 - June 30, 2023) of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Wednesday, August 24, 2022, in the Jedlicka Performing Arts Center, 3801 S. Central Avenue, Cicero, IL 60804.

1. Call to Order

2. Roll Call

3. Public Hearing Budget for fy23, of the Illinois Community College District No. 527, as submitted.

4. Public Comment Regarding fy23 (July 1, 2022 - June 30, 2023), of Illinois Community College District No. 527.

5. Adjournment

MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527
COOK COUNTY, ILLINOIS
Agenda for the Regular Meeting
Wednesday, August 24, 2022

Agenda for the Regular Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Wednesday, August 24, 2022, in the Jedlicka Performing Arts Center, 3801 S. Central Avenue, Cicero, IL 60804.

1. Call to Order

2. Pledge of Allegiance

3. Swearing in of Student Member, Osvaldo Perez

4. Roll Call

5. Citizen Comments

6. Recognition

7. Reports

   7.1. ICCTA - ACCT

8. President's Report

   8.1. Finance Review

   8.2. Athletic Eligibility

9. Approval of the resolution adopting the Annual Budget for fy23, beginning July 1, 2022, and ending June 30, 2023, of the Illinois Community College District No. 527.

10. Closed Session
The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee or their representatives, or deliberations concerning salary schedule for one or more classes of employees. [5 ILCS 120/2(c)(1)]

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

   11.1. Approval and Ratification of Accounts Payable and Payroll for the month of July 2022, in the amount of $4,951,748.00, and Budget Transfers, in the amount of $0.00.

   11.2. Approval and Ratification of Accounts Payable and Payroll for the month of June 2022, in the amount of $3,679,445.00, and Budget Transfers, in the amount of $160,045.

   11.3. Approval of the Monthly Budget Report for fiscal year to date ending in July 2022.

11.4. Approval of the Monthly Budget Report for fiscal year to date ending in June 2022.

11.5. Approval of the Treasurer's Report for June 2022.

11.6. Approval of the Treasurer's Report for July 2022.

11.7. Approval of the renewal of the affiliation agreement with Chamberlain University for precepting Health Science students.

11.8. Approval of the renewal of the National Junior College Athletic Association NJCAA membership, in the amount of $3,600.00.

11.9. Approval of the renewal of the National Junior College Athletic Association NJCAA coaches membership, in the amount of $1,328.00.

11.10. Approval of the Differential Pay Report for Faculty for the summer 2022 semester, in the amount of $12,269.07, pending additional class cancellations and/or additions.

11.11. Approval of the Addendum to the Adjunct Faculty Assignment/Employment Report for the summer 2022 semester, in the amount of $116,999.85, pending additional class cancellations and/or additions.

11.12. Approval of the Addendum Faculty Overload Report for the summer 2022 semester, in the amount of $448,821.12.

11.13. Approval of the Compensation Report for Adjunct Faculty teaching English 101, 102, 086, 088, 071, 076, 151, and 152, for summer 2022, in the amount of $1,294.26.

11.14. Approval of the purchase of the online educational solution from Assessment Technologies Institute ATI, for Health Science students, in the amount of $32,417.00.

11.15. Approval of an intergovernmental agreement with the Village of Stickney for a Law Enforcement Internship Program.

11.16. Approval of the Records Disposal Certificate submitted to the Local Records Commission to shred backlogged files from Financial Aid.

11.17. Approval of the purchase of Trane equipment for the HVAC Program, in the amount of $32,641.19.

11.18. Approval of the purchase of a new vehicle from Golf Mill Chevrolet, in the amount of $33,055.24.

11.19. Approval of the donation/transfer of title for two vehicles from Ford Co. for its continued use in the Automotive Technology Program.

11.20. Approval of the Physical Therapy Assistant PTA affiliation agreement with Loyola University Medical Center.

11.21. Approval of the 10% temporary work assignment of Michelle Herrera, to take temporary responsibility as Associate Dean of Student Services (Michael Brown), effective June 21, 2022 to September 7, 2022.

11.22. Approval of the temporary job duties for Carolyn Markel, to complete administrative duties and provide training/consultation as Director of Adult Ed/CTE Grants.

11.23. Approval of the Independent Consultant Agreement with DD's Operations, LLC, and Facilities/Maintenance Department, $35.00 per hr, effective July 1, 2022 to June 30, 2023.

11.24. Approval of the out-of-state- athletic travel for the women's softball team to Byron Center, Michigan, from September 23 - 24, 2022, with the approximate cost of $900.00.

11.25. Approval of the out-of-state athletic travel for the women's volleyball team to Tampa, Florida, from September 7-11, 2022, with the approximate cost of $11,843.71.

11.26. Approval of fy23 non-union compensation and employment agreements, as submitted.

11.27. Approval of the salary increases for the Classified Staff Excluded employees for fy23.

11.28. Approval of the following Facility Use Permit

11.28.1. AlphaBet Soup Productions, JPAC Theater, Oct 25-28,2022, Dec 25-28, 2022, Jan 10-18, 2023, April 3-7, 2023 & May 3-5, 2023, from 10 AM to 1 PM, at no cost.

11.28.2. Berwyn Development Corporation, Room 327C, Oct. 7, 14, & 21, 2022, from 8:30 AM to 5:30 PM, at no cost.

11.28.3. Real Estate Institute, Room 106-C, Saturdays and Sundays, August 1 to December 18, 2022, from 8 AM to 5 PM, at no cost.

11.29. Updated Job Descriptions

11.29.1. Administrative Assistant for Duplications (Part-Time & Evenings).

11.30. Approval of Full-Time Employment

11.30.1. Perla Santoyo, Special Events and Program Manager, $50,000.00, effective August 29, 2022.

11.30.2. Erika Alonso, Data Support Specialist for the Adult & Career Technical Educational Department, $48,219.17, effective September 13, 2022.

11.30.3. Jienica Samonte, Grant Accountant for the Business Office, $62,000.00, effective August 29, 2022.

11.30.4. Carolyn Markel, Adult Education Faculty, effective August 18, 2022.

11.31. Approval of Part-Time Employment

11.31.1. Betzy Marquez, Student Aide for Institutional Advancement, $12.00 per hr, effective August 25, 2022.

11.31.2. Marisol Hernandez, Student Aide for Institutional Advancement, $12.00 per hr, effective August 25, 2022.

11.31.3. Alyssa Jeanbaptiste, Student Aide for Fitness Center, $12.00 per hr, effective August 12, 2022.

11.31.4. Lizbeth Herrera, Student Aide for Fitness Center, $12.00 per hr, effective August 12, 2022.

11.31.5. Gianine Boado, Student Aide, Fitness Center, $12.00 per hr, effective August 12, 2022.

11.31.6. Lissete Diaz, Part-Time Cashier, effective August 24, 2022.

11.31.7. John Kiser, Adjunct Instructor for Physical Ed., effective August 18, 2022.

11.31.8. Lauren Pearson, Adunct Instructor for Chemistry, effective August 18, 2022.

11.31.9. Lincoln Pinto, Adjunct Instructor for Business, effective August 18, 2022.

11.31.10. Norah Owens, Adjunct Instructor for Psychology, effective August 18, 2022.

11.31.11. Richard Niezgoda, Adjunct Instructor for Biology, effective August 18, 2022,

11.31.12. Zachary Stelmach, Adjunt Instructor for Biology, effective August 18, 2022.

11.31.13. Jaeda Mort, Adjunct Instructor for Theater, effective September 6, 2022.

11.31.14. Frank Marcello, Adjunct Instructor for Business Program, effective August 24, 2022.

11.31.15. George Martinez, Fitness Center Specialist, effective September 1, 2022.

11.31.16. Peter Coccaro, Adjunt Instructor for Automotive Technology, effective August 23, 2022.

11.31.17. Jazmine S. Jimenez, Peer Tutor, $12.00 per hr, effective September 6, 2022.

11.32. Approval of Resignations

11.32.1. Yadira Nungaray, Service Aide for Child Learning Center, effective June 1, 2022.

11.32.2. Desteny Herrera, Service Aide for Panther Pantry, effective August 12, 2022.

11.32.3. Rebeka Tovar, Fitness Center Specialist Part-Time, effective July 31, 2022.

11.32.4. Christine Garbe, Faculty Nursing, effective August 15, 2022.

11.32.5. Luis Vazquez, Police Officer Part-Time, effective July 15, 2022.

11.32.6. Sandra Bish, Project Administrator, effective July 28, 2022.

11.32.7. Lacey Deloera, Adjunct Nursing, effective August 24, 2022.

11.32.8. Manuel Becerra, Fitness Center Specialist, effective September 16,2022.

11.33. Approval of Terminations

11.33.1. Laura Valdez, COVID Tester, effective July 14, 2022.

11.33.2. Jessica Molinar, COVID Tester, effective July 31, 2022.

12. Adjournment

From: Mireya Perez
To: Board Materials
Subject: Board action - Adoption of annual budget for fiscal year 2023
Date: Wednesday, August 17, 2022 8:49:43 AM
Attachments: Budget Resolution FY23.docx
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PROPOSED ACTION: THAT THE BOARD APPROVE THE RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527 AS SUBMITTED.

RATIONALE: [Required by Board Policy 5.2]
This comprehensive budget reflects the financial plan of the College to provide educational
programs and services to the citizens of the Morton College District for FY 2023.

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

COST ANALYSIS: Refer to Annual Budget

ATTACHMENTS: Resolution
Annual Budget for Fiscal Year Ending June 30, 2023

Thank you,

Mireya Perez
Chief Financial Officer/Treasurer

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

www.morton.edu

Summer Hours: May 22, 2022 – August 13, 2022
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED



RESOLUTION

ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2023
OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527

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

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

WHEREAS, a Public Hearing was held as to such Budget on August 24, 2022 and a notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;

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

Section 1. That the Fiscal Year of this Community College District be and the same hereby is fixed and declared to be beginning July 1, 2022 and ending June 30, 2023.

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

Passed this 24th day of August 2022.

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

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

Morton College



Annual Budget
Fiscal Year 2023

District 527
Cicero, Illinois

www.morton.edu

FISCAL YEAR 2023 BUDGET

Prepared by:

Mireya Perez, Chief Financial Officer/Treasurer

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

MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 BUDGET

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MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 BUDGET

Introduction

Transmittal Letter

Principal Officials

MORTON COLLEGE

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

Presented is the Annual Budget of Morton College for the fiscal year ending June 30, 2023. The College's financial plan has been developed utilizing a comprehensive, systematic approach designed to make the budget more easily understood.

BACKGROUND

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

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

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

MAJOR TRENDS

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

- Demographic:
  - The College's service area is expected to remain the same in population similar to Cook County. According to EMSI Economic Modeling, Cook County has remained relatively stable in total population between 2011 and 2018. In that time period, population declined by 0.1% (6,405 residents). District 527 represents 6 communities within Cook County. District 527 showed a population decline of 1.0% (1,619 residents).
  - The population of Cook County and District 527 is increasing in age.
    - For District 527, the 65 to 69 years age category shows the sharpest increase from 2011 to 2018 with a 53% jump. The number of 15 to 19 years old residents, who are preparing to enter college-age, decreased 5% between 2011 and 2018.
    - For Cook County, the 65 to 69 years age category shows the sharpest increase from 2011 to 2018 with a 33% jump. The largest decrease in population came from 15 to 19 years old residents, who are preparing to enter college-age, who decreased in number by 11%.
  - Between 2011 and 2018, District 527 increased in Hispanic population by 5%. In 2018, 74% of the population was Hispanic. In the same time period, Cook County's Hispanic population increased by 6% to reach 26% in 2018.

- Technological:
  - The evolution of technology will continue affording an increasingly diverse array of web- and computer-based tools that can be employed towards increasing student learning and student success.
  - Online and mobile modes of learning will become increasingly expected by students.
  - The capacity for technology to enhance non-teaching functions will increase dramatically.

- Educational:
  - Changes to the College curriculum are expected due to changing demographics, advances being made in technology and dynamic economic conditions.
  - Continued demand for serving students with limited English language proficiency is anticipated.
  - Innovation in delivery of developmental education will be pursued, towards a more effective method of meeting student needs.
  - Collaborative initiatives with district K-12 institutions, as well as 4-year institutions of higher education, will continue to be developed.
  - Increase online course offerings

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

- Political:
    - Legislation affecting pension reform that will increase amounts that will be paid by the College on behalf of their employees is anticipated.
    - Increased competition for government funds is expected to continue.

FUTURE OUTLOOK

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

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

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

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

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

VISION AND MISSION

The District's Vision Statement:

Our Vision is to be the leader in educational institutions in the delivery of quality academic and workforce development programs that enhance the quality of life for the towns of Berwyn, Cicero, Forest View, Lyons, McCook and Stickney. Our Vision-Goal is to increase fall-to-fall full-time persistence rates to 80% by the year 2023.

The District's Mission Statement:

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

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

DIVERSITY STATEMENT

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

MORTON COMMUNITY COLLEGE

COMMUNITY COLLEGE DISTRICT 527

PRINCIPAL OFFICIALS

BOARD OF TRUSTEES

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

OFFICERS OF THE COLLEGE

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

OFFICIALS ISSUING REPORT

Mireya Perez	Chief Financial Officer/ Treasurer

DEPARTMENT ISSUING REPORT

BUSINESS OFFICE

MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 BUDGET

Graphical Information

Operating Fund-Revenues by Source

Operating Fund-Expenditures by Object

Operation Fund-Expenditures by Program

Education Fund-Expenditures by Object

Operations & Maintenance Fund-Expenditures by Object

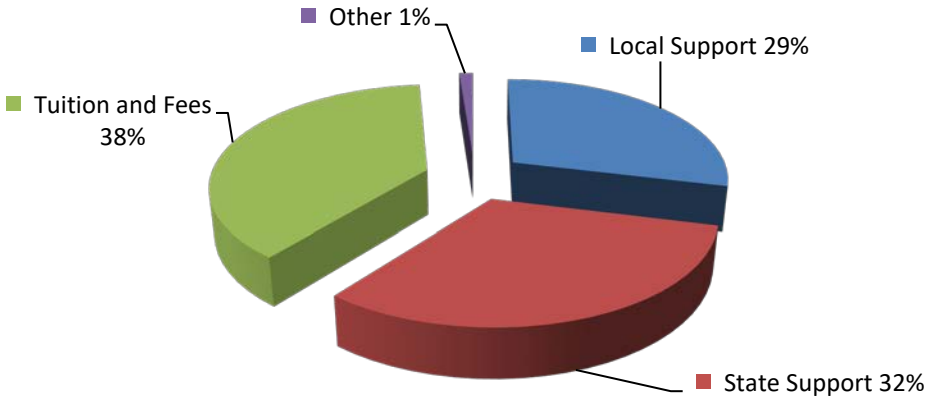
MORTON COLLEGE

MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 OPERATING FUND
REVENUES BY SOURCE

FUNDING SOURCE	EDUCATION FUND	O&M FUND	TOTAL OPERATING REVENUES
LOCAL SUPPORT	$ 8,030,388	$ 1,561,275	$ 9,591,663
STATE SUPPORT	9,032,082	1,580,000	10,612,082
TUITION AND FEES	12,714,498	-	12,714,498
OTHER	361,700	29,000	390,700
TOTAL REVENUES	$ 30,138,668	$ 3,170,275	$ 33,308,943

FY2023
BUDGET

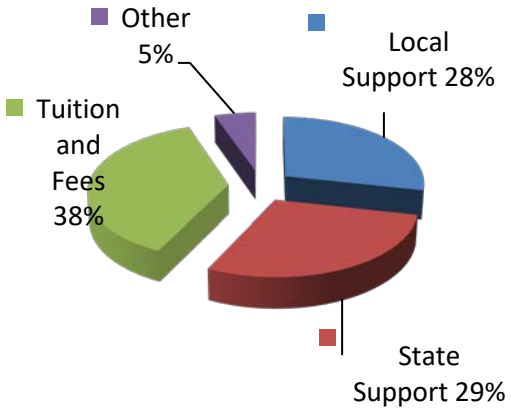


MORTON COMMUNITY COLLEGE

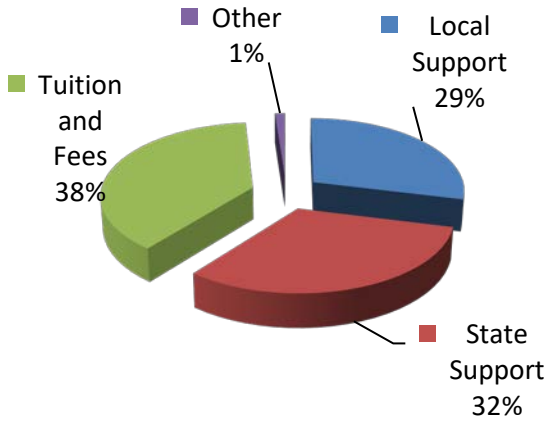
FISCAL YEAR 2023 OPERATING FUND
REVENUES BY SOURCE
FISCAL YEARS 2022 AND 2023

FUNDING SOURCE	FY2022 BUDGET	FY2023 BUDGET	INCREASE/ DECREASE
LOCAL SUPPORT	$9,147,600	$9,591,663	5%
STATE SUPPORT	9,164,605	10,612,082	16%
TUITION AND FEES	12,041,804	12,714,498	6%
OTHER	1,671,300	390,700	-77%
TOTAL REVENUES	$32,025,309	$33,308,943	4%

FY2022 BUDGET



FY2023 BUDGET

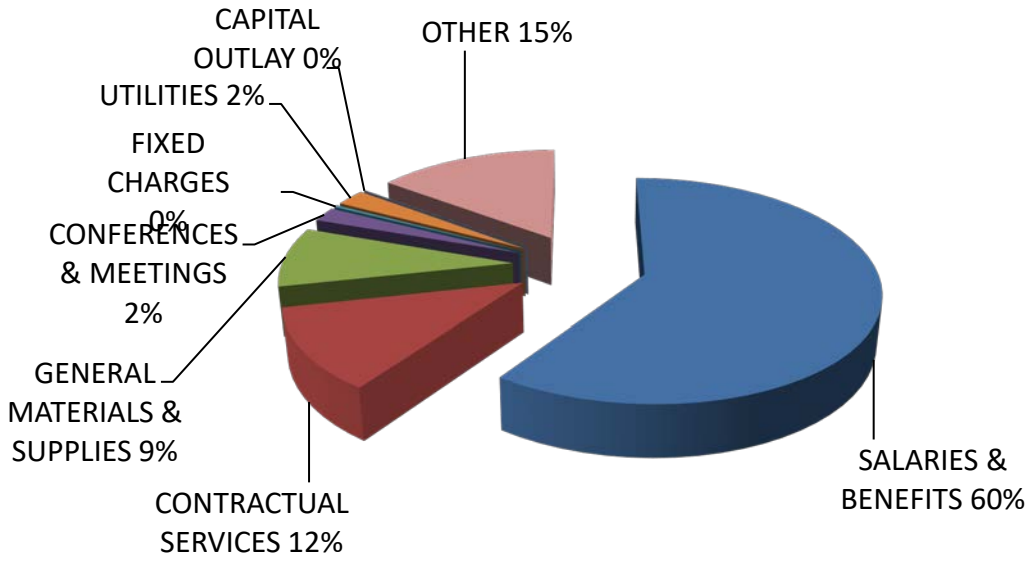


MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 OPERATING FUND
EXPENDITURES BY OBJECT

OBJECT	EDUCATION FUND	O&M FUND	TOTAL OPERATING
SALARIES & BENEFITS	$18,255,500	$1,545,275	$19,800,775
CONTRACTUAL SERVICES	3,409,250	553,000	$3,962,250
GENERAL MATERIALS & SUPPLIES	2,718,318	195,500	2,913,818
CONFERENCES & MEETINGS	702,600	6,500	709,100
FIXED CHARGES	153,000	0	153,000
UTILITIES	0	810,000	810,000
CAPITAL OUTLAY	0	50,000	50,000
OTHER	4,900,000	10,000	4,910,000
TOTAL EXPENDITURES	$30,138,668	$3,170,275	$33,308,943

FY2023 BUDGET



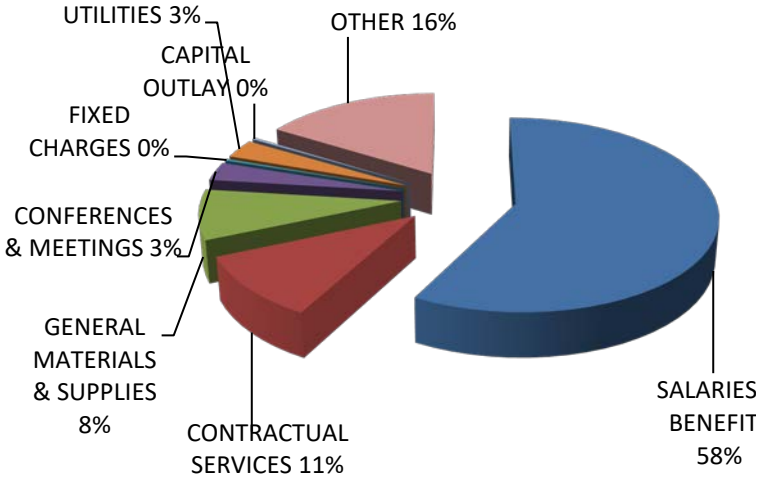
MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 OPERATING FUND
EXPENDITURES BY OBJECT

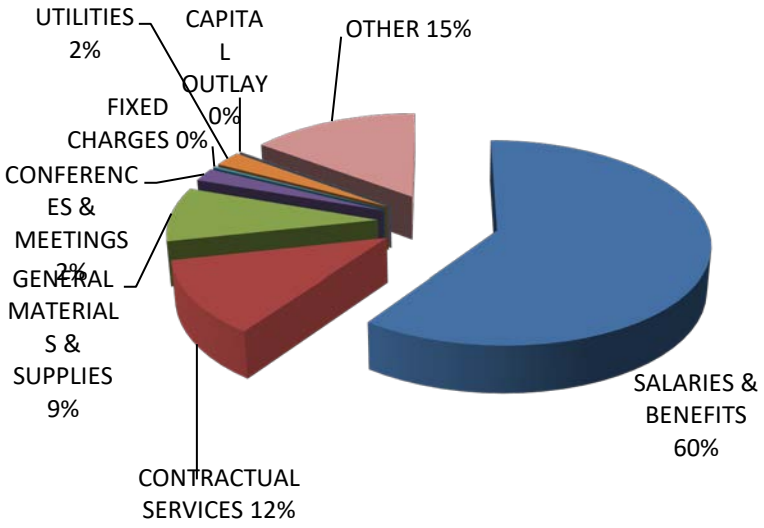
FISCAL YEARS 2022 AND 2023

OBJECT	2022 BUDGET	2023 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	$18,650,509	$19,800,775	6%
CONTRACTUAL SERVICES	3,418,500	3,962,250	16%
GENERAL MATERIALS & SUPPLIES	2,714,480	2,913,818	7%
CONFERENCES & MEETINGS	603,285	709,100	18%
FIXED CHARGES	131,000	153,000	17%
UTILITIES	770,000	810,000	5%
CAPITAL OUTLAY	62,000	50,000	-19%
OTHER	5,705,000	4,910,000	-14%
TOTAL EXPENDITURES	$32,054,774	$33,308,943	4%

FY2022 BUDGET



FY2023 BUDGET

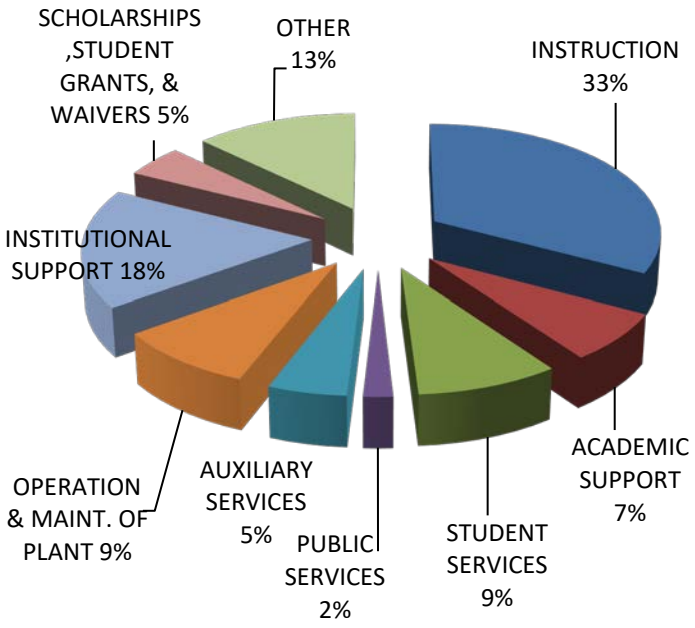


MORTON COMMUNITY COLLEGE

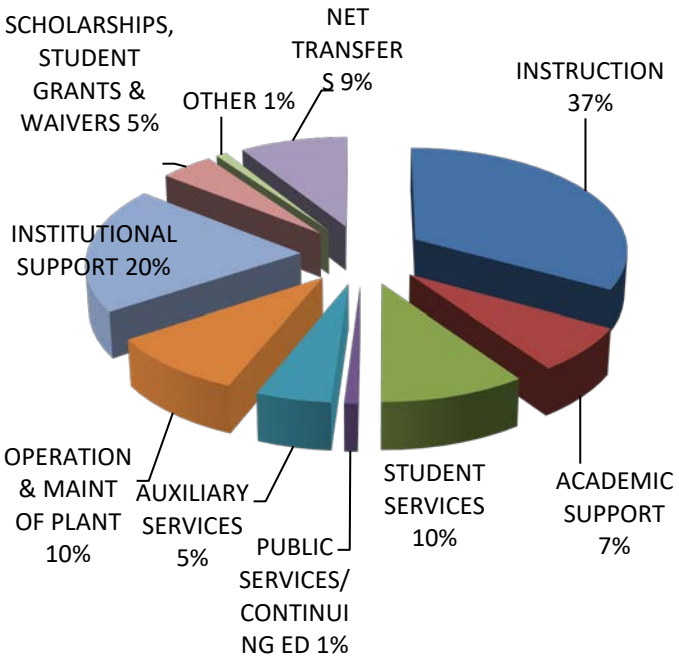
FISCAL YEAR 2023 OPERATING FUND
EXPENDITURES BY PROGRAM
FISCAL YEARS 2022 AND 2023

OBJECT	2022 BUDGET	2023 BUDGET	PERCENT INCREASE/ DECREASE
INSTRUCTION	$10,569,240	$11,011,879	4%
ACADEMIC SUPPORT	2,257,456	2,434,675	8%
STUDENT SERVICES	2,924,317	3,255,594	11%
PUBLIC SERVICE	554,419	347,823	-37%
AUXILIARY SERVICES	1,580,451	1,747,377	11%
OPERATION & MAINT. OF PLANT	2,927,065	3,170,275	8%
INSTITUTIONAL SUPPORT	5,592,826	6,467,320	16%
SCHOLARSHIPS, STUDENT GRANTS, & WAIVERS	1,529,000	1,529,000	0%
OTHER	4,120,000	3,345,000	-19%
TOTAL EXPENDITURES	$32,054,774	$ 33,308,943	4%

FY2022 BUDGET



FY2023 BUDGET

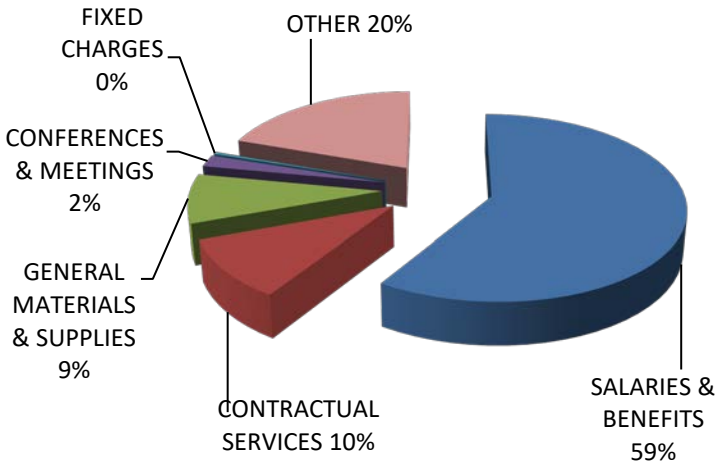


MORTON COMMUNITY COLLEGE

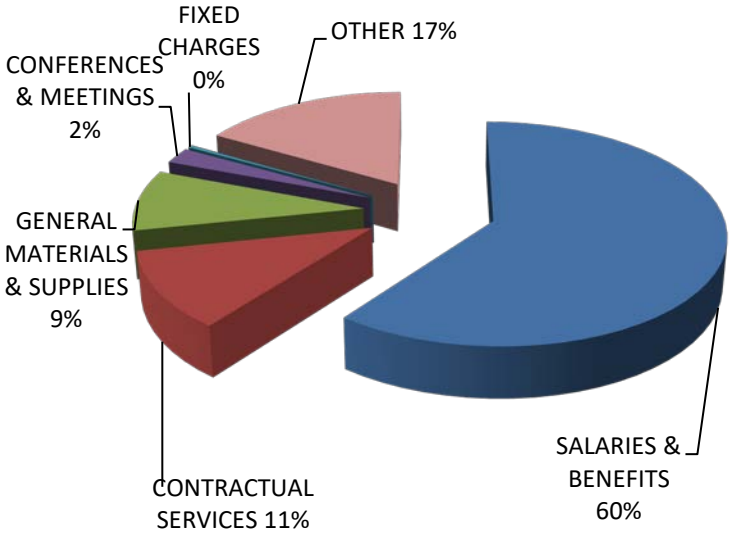
FISCAL YEAR 2023 EDUCATION FUND
EXPENDITURES BY OBJECT
FISCAL YEARS 2022 AND 2023

OBJECT	2022 BUDGET	2023 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	$17,184,444	$ 18,255,500	6%
CONTRACTUAL SERVICES	3,000,500	3,409,250	14%
GENERAL MATERIALS & SUPPLIES	2,519,980	2,718,318	8%
CONFERENCES & MEETINGS	596,785	702,600	18%
FIXED CHARGES	131,000	153,000	17%
CAPITAL OUTLAY	-	-	0%
OTHER	5,695,000	4,900,000	-14%
TOTAL EXPENDITURES	$29,127,709	$ 30,138,668	3%

FY2022 BUDGET



FY2023 BUDGET

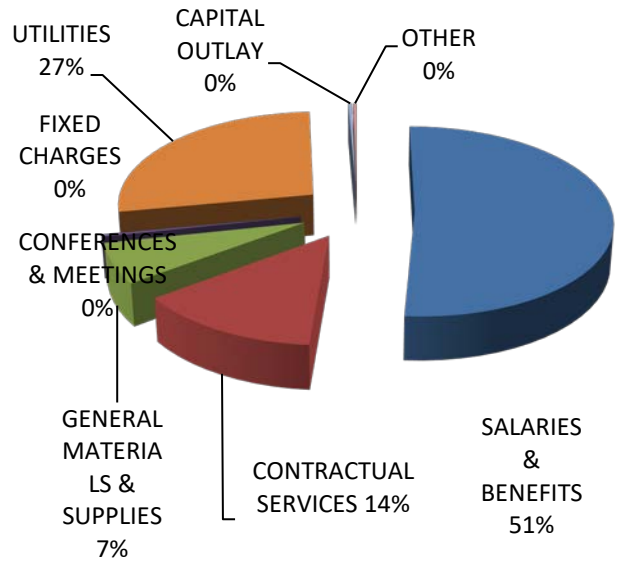


MORTON COMMUNITY COLLEGE

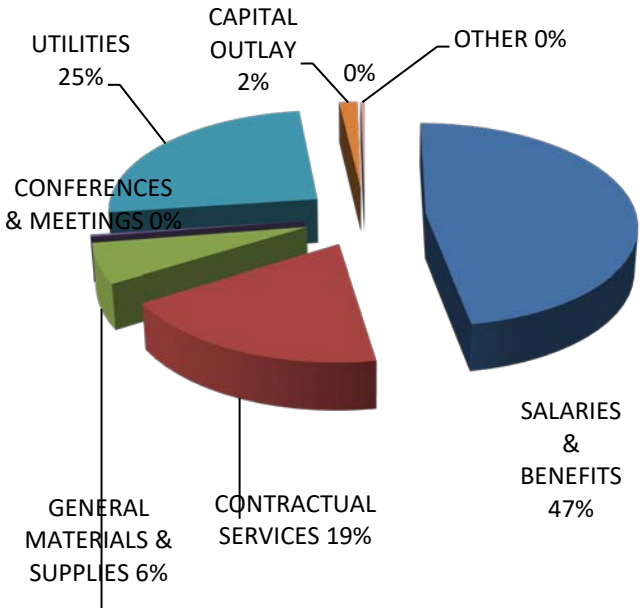
OPERATIONS & MAINTENANCE FUND
EXPENDITURES BY OBJECT
FISCAL YEARS 2022 AND 2023

OBJECT	2022 BUDGET	2023 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	$1,466,065	$ 1,545,275	5%
CONTRACTUAL SERVICES	418,000	553,000	32%
GENERAL MATERIALS & SUPPLIES	194,500	195,500	1%
CONFERENCES & MEETINGS	6,500	6,500	0%
UTILITIES	770,000	810,000	5%
CAPITAL OUTLAY	62,000	50,000	-19%
OTHER	10,000	10,000	0%
TOTAL EXPENDITURES	$2,927,065	$ 3,170,275	8%

FY2022 BUDGET



FY2023 BUDGET



MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 BUDGET

Financial

Educational Philosophy and Mission

Financial Reporting and Funds

General Overview

Operating Fund Review

Budgeted Revenues & Expenditures Fiscal Year 2023 (Summary)

Budgeted Revenues & Expenditures Fiscal Year 2023

Budgeted Operating Revenue by Source Fiscal Year 2023

Budgeted Expenditures by Object Fiscal Year 2023

Fiscal Year 2023 Revenue & Expenditures by Fund

MORTON COLLEGE

EDUCATIONAL PHILOSOPHY

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

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

Adult Education Program

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

University Transfer Program

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

Career Program

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

Liberal Studies Program

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

General Education Program

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

Continuing Education Program

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

Community Service Program

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

Student Services Program

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

Academic Support Services Program

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

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

Strategic Planning

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

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

Vision – Goal Statement: By 2023, Morton College will increase fall-to-fall full-time student persistence rates to 80%

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

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

Goal #2: Strengthen Efficiencies in <u>Operations</u>

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

Goal #3: Develop New <u>Academic</u> Programs and Revitalize Existing Programs

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

Goal #4: Promote Economic and Community Vitality through Dynamic <u>Partnerships</u>

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

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

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

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

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

FINANCIAL REPORTING

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

EDUCATION FUND

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

The Education Fund revenue is projected to increase 3% from fiscal year 2022 to 2023. Expenditures are projected to increase 3%.

OPERATIONS AND MAINTENANCE FUND

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

The Operations & Maintenance Fund revenue is projected to increase 8% from fiscal year 2022 to 2023. Expenditures are projected to increase 8%.

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)

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

BOND AND INTEREST FUND

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

AUXILIARY ENTERPRISE FUND

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

RESTRICTED PURPOSE FUND

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

AUDIT FUND

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

LIABILITY, PROTECTION AND SETTLEMENT FUND

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

GENERAL OVERVIEW

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

The College's main source of revenue is from property taxes (23%), state revenue (25%), federal revenue (31%) and tuition and fees (20%). The needs of the College are evaluated on an ongoing basis and have made a number of adjustments in order to properly service the community in which it serves. The 2023 budget includes the following assumptions as it relates to our main source of funding.

- No significant increase due to the lack of new property that would generate property tax revenue above the 3.5% tax cap.
- Tuition and fees for Fiscal Year 2023 are at a rate of $148.00 per credit hour including tuition, the comprehensive fee, and the technology fee.
- A 5% increase in enrollment has been budgeted

- Union Agreement with the Faculty and American Federation of Teachers Local 1600 is effective August 16, 2019 through May 15, 2024.
- Union Agreement with the Campus Safety Staff and Service Employees International Union Local 73 is effective July 1, 2016 through June 30, 2021.
- Union Agreement with the Custodial/Maintenance Staff and Service Employees International Union Local 73 is effective July 1, 2021 through June 30, 2026.
- Union Agreement with the Classified Staff effective July 1, 2019 through June 30, 2024.
- Union Agreement with the Adjunct Faculty Association IEA-NEA is effective July 1, 2017 to June 30, 2022.
- On July 1, 2021 Morton College became a member of Illinois Public Risk Fund for worker's compensation insurance and Illinois Counties Risk Management Trust (ICRMT) for liability insurance.

OPERATING FUND REVIEW

REVENUE

- Revenue resources include local support (property taxes) 29%, state support 32%, and student support (tuition and fees) 38%.

- Tax revenue is based on 96% collection of the remaining calendar year 2022 levy and the first half of calendar year 2023 levy.

- State support is based on credit hours generated two years ago. In addition, amounts are based on the governor's recommended budget.

- Tuition revenue is based on the tuition and fees of $148.00 per credit hour. A 5% increase in enrollment was calculated compared to previous year.

- TOTAL BUDGETED OPERATING FUND REVENUE FOR FISCAL YEAR 2023 $33,308,943.

EXPENDITURES

Salaries and employee benefits comprise 60% of our entire operating budget. This distribution is a slight increase from the 58% of last year.

Other large operating costs are contractual services 12%, supplies 9%, utilities 2%, conferences and meetings 2%, and other 15%.

- TOTAL BUDGETED OPERATING EXPENDITURES FOR FISCAL YEAR 2023 $33,308,943.

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

	General		Special Revenue			Debt Service	Capital Projects	
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	Total
Budgeted Revenues	30,138,668	3,170,275	24,422,787	77,355	847,810	682,710	2,853,967	62,193,572
Budgeted Other Financing Sources	-	-	-	-	-	-	3,000,000	3,000,000
Total Revenues and Other Financing Sources	30,138,668	3,170,275	24,422,787	77,355	847,810	682,710	5,853,967	65,193,572
Budgeted Expenditures	(27,138,668)	(3,170,275)	(24,422,787)	(87,300)	(924,500)	(641,575)	(6,598,967)	(62,984,072)
Other Financing Uses	(3,000,000)	-	-	-	-	-	-	(3,000,000)
Total Expenditures and Other Financing Uses	(30,138,668)	(3,170,275)	(24,422,787)	(87,300)	(924,500)	(641,575)	(6,598,967)	(65,984,072)
Excess of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	-	-	-	(9,945)	(76,690)	41,135	(745,000)	(790,500)
Fund Balance July 1, 2022(estimated)	22,352,173	3,378,365	-	135,884	174,332	129,090	1,067,445	27,237,289
Fund Balance June 30, 2023 (estimated)	$ 22,352,173	$ 3,378,365	$ -	$ 125,939	$ 97,642	$ 170,225	$ 322,445	$ 26,446,789

Official Budget was approved by the BOARD OF TRUSTEES:

DATE: _____

ATTEST: _____
Secretary, Board of Trustees

SCHEDULE OF BUDGETED REVENUES AND EXPENDITURES
Year Ending June 30, 2023

	General		Special Revenue			Debt Service	Capital Projects	
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	Total
REVENUES								
Local government	$ 8,030,388	$ 1,561,275	$ -	$ 77,305	$ 847,710	$ 682,610	$ 2,853,967	$ 14,053,255
Corporate personal property replacement taxes	1,950,000	930,000	-	-	-	-	-	2,880,000
Tuition and fees	12,714,498	-	-	-	-	-	-	12,714,498
Sales and service fees	271,700	19,000	-	-	-	-	-	290,700
State sources	7,082,082	650,000	4,973,587	-	-	-	-	12,705,669
Federal sources	-	-	19,422,724	-	-	-	-	19,422,724
Investment income	60,000	10,000	-	50	100	100	-	70,250
Miscellaneous	30,000	-	26,476	-	-	-	-	56,476
Total revenenues	30,138,668	3,170,275	24,422,787	77,355	847,810	682,710	2,853,967	62,193,572
EXPENDITURES								
Instruction	11,011,879	-	3,702,539	-	135,000	-	-	14,849,418
Academic support	2,434,675	-	273,220	-	16,500	-	-	2,724,395
Student services	3,255,594	-	2,675,287	-	24,500	-	-	5,955,381
Public services	347,823	-	359,362	-	8,000	-	-	715,185
Operation and maintenance plant	-	3,160,275	450,000	-	91,000	-	6,598,967	10,300,242
Auxiliary services	1,747,377	-	125,000	-	4,500	-	-	1,876,877
Institutional support	6,587,320	-	5,292,658	87,300	645,000	641,575	-	13,253,853
Scholarships, student grants, & waivers	1,529,000	-	11,544,721	-	-	-	-	13,073,721
Contingencies	225,000	10,000	-	-	-	-	-	235,000
Total Expenditures	27,138,668	3,170,275	24,422,787	87,300	924,500	641,575	6,598,967	62,984,072
Revenues over (under) expenditures	3,000,000	-	-	(9,945)	(76,690)	41,135	(3,745,000)	(790,500)
Transfers in	-	-	-	-	-	-	3,000,000	3,000,000
Transfers out	(3,000,000)	-	-	-	-	-		(3,000,000)
Revenues and transfers (in) over (under) expenditures and transfers (out)	-	-	-	(9,945)	(76,690)	41,135	(745,000)	(790,500)
FUND BALANCE								
July 1, 2022 (estimated)	22,352,173	3,378,365	-	135,884	174,332	129,090	1,067,445	27,237,289
June 30, 2023 (estimated)	$ 22,352,173	$ 3,378,365	$ -	$ 125,939	$ 97,642	$ 170,225	$ 322,445	$ 26,446,789

BUDGETED OPERATING REVENUE BY SOURCE
Year Ended June 30, 2023

	Education Fund	Operations and Maintenance Fund	Total Operating Funds
OPERATING REVENUE BY SOURCE			
Local Government			
Local taxes	$ 8,030,388	$ 1,561,275	$ 9,591,663
Total Local Government			
State Government			
ICCB credit hour grants	2,553,397	-	2,553,397
ICCB equalization grants	4,342,690	650,000	4,992,690
CTE formula grant	185,995		185,995
Corporate personal property replacement taxes	1,950,000	930,000	2,880,000
Total State Government	9,032,082	1,580,000	10,612,082
Student Tuition and Fees			
Tuition	10,563,595		10,563,595
Fees	2,150,903	-	2,150,903
Total Student Tuition and Fees	12,714,498	-	12,714,498
Other Sources			
Sales and service fees	271,700	5,000	276,700
Nongovernmental grants	30,000	-	30,000
Facilities	-	14,000	14,000
Investment revenue	60,000	10,000	70,000
Other - lost tuition revenue	-		-
Total Other Sources	361,700	29,000	390,700
Total 2023 Budgeted Revenue	$ 30,138,668	$ 3,170,275	$ 33,308,943

BUDGETED EXPENDITURES BY OBJECT

Year Ending June 30, 2023

	General		Special Revenue			Debt Service	Capital Projects	
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	Total
EXPENDITURES								
Salaries	$ 16,187,864	$ 1,386,021	$ 2,389,725	$ -	$ 70,000	$ -	$ -	$ 20,033,610
Employee Benefits	2,067,636	159,254	3,994,147	-	279,500	-	-	$ 6,500,537
Contracted Services	3,409,250	553,000	708,757	87,300	220,000	-	1,965,500	$ 6,943,807
Materials and Supplies	2,718,318	195,500	2,962,014	-	-	-	-	$ 5,875,832
Conferences and Meetings	702,600	6,500	164,955	-	-	-	-	$ 874,055
Fixed Charges	153,000	-	111,271	-	305,000	641,575	-	$ 1,210,846
Utilities	-	810,000	-	-	-	-	-	$ 810,000
Capital Outlay	-	50,000	2,546,121	-	-	-	4,633,467	$ 7,229,588
Other	1,900,000	10,000	11,545,797	-	50,000	-	-	$ 13,505,797
Total Expenditures	$ 27,138,668	$ 3,170,275	$ 24,422,787	$ 87,300	$ 924,500	$ 641,575	$ 6,598,967	$ 62,984,072
TRANSFERS								
Transfers in	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000
Transfers out	(3,000,000)	-	-	-	-	-		(3,000,000)
Total Expenditures and transfers	$ 30,138,668	$ 3,170,275	$ 24,422,787	$ 87,300	$ 924,500	$ 641,575	$ 3,598,967	$ 62,984,072

EDUCATION FUND REVENUE
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
REVENUE		
LOCAL GOVERNMENT		
Property taxes Chargeback revenue	7,649,000	8,030,388
Chargeback revenue	-	-
Total Local Government	7,649,000	8,030,388
CORPORATE PERSONAL PROPERTY TAXES	750,000	1,950,000
STATE GOVERNMENT		
ICCB credit hour grants	2,314,560	2,553,397
ICCB equalization grants	4,570,045	4,342,690
CTE formula grant	160,000	185,995
Total State Government	7,044,605	7,082,082
STUDENT TUITION AND FEES		
Tuition	9,859,300	10,563,595
Fees	2,182,504	2,150,903
Total Tuition and Fees	12,041,804	12,714,498
OTHER SOURCES		
Sales and service fees	252,300	271,700
Investment revenue	60,000	60,000
Nongovernmental gifts & scholarships	30,000	30,000
Other - lost tuition revenue	1,300,000	-
Total Other Sources	1,642,300	361,700
Total Revenue	29,127,709	30,138,668
Transfers in	-	-
Total Revenue and Transfers in	$29,127,709	$ 30,138,668

EDUCATION FUND EXPENDITURES
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
By Program:		
Instruction		
Salaries	$ 8,734,743	$ 9,014,438
Employee benefits	850,262	885,141
Contractual services	312,500	363,750
Material and supplies	631,950	684,950
Conferences and meetings	39,785	63,600
Total Instruction	10,569,240	11,011,879
Academic Support		
Salaries	$ 1,240,696	$ 1,356,614
Employee benefits	265,380	204,681
Contractual services	298,000	408,000
Material and supplies	346,280	348,280
Conferences and meetings	26,100	26,100
Fixed charges	80,000	90,000
Other	1,000	1,000
Total Academic Support	2,257,456	2,434,675
Student Services		
Salaries	$ 2,121,429	$ 2,387,059
Employee benefits	296,988	301,147
Contractual services	221,000	280,500
Material and supplies	179,750	175,638
Conferences and meetings	83,650	89,750
Fixed charges	21,500	21,500
Total Student Services	2,924,317	3,255,594

EDUCATION FUND EXPENDITURES
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
Public Service/Continuing Education		
Salaries	$ 246,224	$ 160,646
Employee benefits	54,745	22,127
Contractual services	217,000	122,500
Material and supplies	26,200	27,200
Conferences and meetings	5,250	10,350
Other	5,000	5,000
Total Public Service/Continuing Education	554,419	347,823
Auxiliary Services		
Salaries	$ 220,425	$ 300,589
Employee benefits	42,026	54,788
Contractual services	450,000	480,000
Material and supplies	612,000	592,000
Conferences and meetings	228,000	280,000
Fixed charges	28,000	40,000
Total Auxiliary Services	1,580,451	1,747,377
Institutional Support		
Salaries	$ 2,599,647	$ 2,968,518
Employee benefits	511,879	599,752
Contractual services	1,502,000	1,754,500
Material and supplies	723,800	890,250
Conferences and meetings	214,000	232,800
Fixed charges	1,500	1,500
Other	40,000	40,000
Total Institutional Support	5,592,826	6,487,320

EDUCATION FUND EXPENDITURES
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
Scholarships, Student Grants & Waivers		
Student grants and scholarships	$ 1,529,000	$ 1,529,000
Other	-	-
Total Scholarships, Student Grants & Waivers	1,529,000	1,529,000
Contingencies	520,000	325,000
Total Expenditures	24,051,589	27,138,668
Transfers out	3,500,000	3,000,000
Total Expenditures and Transfers out	$ 27,551,589	$ 30,138,668

OPERATIONS & MAINTENANCE FUND REVENUE

Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
REVENUE		
LOCAL GOVERNMENT		
Property taxes	$ 1,498,600	$ 1,561,275
STATE GOVERNMENT		
ICCB equalization grants	650,000	650,000
CORP PERSONAL PROPERTY TAXES	750,000	930,000
STUDENT FEES		
Fees	-	-
Total Student Fees	0	-
OTHER SOURCES		
Sales and service fees	5,000	5,000
Facilities	14,000	14,000
Investment revenue	10,000	10,000
Total Other Sources	29,000	29,000
Total Revenue	$ 2,927,600	$ 3,170,275

OPERATIONS & MAINTENANCE FUND EXPENDITURES

Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
By Program:		
Operations and Maintenance of Plant		
Salaries	$ 1,267,024	$ 1,386,021
Employee benefits	199,041	159,254
Contractual services	418,000	553,000
Material and supplies	194,500	195,500
Conferences and meetings	6,500	6,500
Utilities	770,000	810,000
Capital outlay	62,000	50,000
Other	10,000	10,000
Total Operations and Maintenance of Plant	2,927,065	3,170,275
Total Expenditures	$ 2,927,065	$ 3,170,275

RESTRICTED PURPOSE FUND REVENUE
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
REVENUE		
STATE GOVERNMENT		
State board of education- adult education	$ 744,325	$ 744,325
Illinois grant revenue - other	4,006,362	4,229,262
Total State Government	4,750,687	4,973,587
FEDERAL GOVERNMENT		
Department of education	28,841,263	18,991,469
Other	426,245	431,255
Total Federal Government	29,267,508	19,422,724
OTHER SOURCES		
Nongovernmental grants	-	26,476
Total Other Sources	-	26,476
Total Revenue	$ 34,018,195	$ 24,422,787

RESTRICTED PURPOSE FUND EXPENDITURES

Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
By Program:		
Instruction		
Salaries	$ 1,268,246	$ 1,251,013
Employee benefits	2,056,142	2,074,740
Contractual services	38,775	88,910
Material and supplies	273,781	243,575
Conferences and meetings	33,210	24,250
Other	28,176	20,051
Total Instruction	3,698,330	3,702,539
Academic Support		
Employee benefits	250,000	273,220
Total Academic Support	250,000	273,220
Student Services		
Salaries	169,879	774,975
Employee benefits	415,995	578,206
Contractual services	-	304,905
Materials and supplies	141,386	901,106
Conferences and meetings	2,984	116,095
Other	339,676	-
Total Student Services	1,069,920	2,675,287
Public Service/Continuing Education		
Salaries	206,814	206,814
Employee benefits	116,200	116,200
Contractual services	3,000	3,000
Material and supplies	10,738	10,738
Conferences and meetings	22,610	22,610
Total Public Service/Continuing Education	$ 359,362	$ 359,362

RESTRICTED PURPOSE FUND EXPENDITURES
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
EXPENDITURES		
Auxiliary Services		
Employee benefits	$ 125,000	$ 125,000
Total Auxiliary Services	125,000	125,000
Operations and Maintenance of Plant		
Employee benefits	450,000	450,000
Total Operation and Maintenance of Plant	450,000	450,000
Institutional Support		
Salaries	125,000	30,000
Employee benefits	520,000	400,000
Contractual services	1,000,000	311,942
Material and supplies	3,207,400	1,804,595
Fixed charges	525,000	100,000
Capital outlay	1,316,257	2,546,121
Student grants and scholarships	2,000,000	100,000
Total Institutional Support	8,693,657	5,292,658
Scholarships, Student Grants & Waivers		
Salaries	131,529	109,423
Student grants and scholarships	15,228,397	11,423,299
Other	12,000	12,000
Total Scholarships, Student Grants & Waivers	15,371,926	11,544,722
Total Expenditures	$ 30,018,195	$ 24,422,787

AUDIT FUND REVENUE AND EXPENDITURES
Year Ended June 30, 2023

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

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
REVENUE		
LOCAL GOVERNMENT		
Property taxes	$811,816	$847,710
OTHER SOURCES		
Investment revenue	100	100
Total Revenue	811,916	$847,810
EXPENDITURES		
By Program:		
Instruction		
Salaries	-	-
Employee benefits	135,000	135,000
Total Instruction	135,000	135,000
Academic Support		
Employee benefits	16,500	16,500
Student Services		
Salaries	-	-
Employee benefits	20,500	24,500
Total Student Services	20,500	24,500
Public Service/Continuing Education		
Employee benefits	7,500	8,000
Auxiliary Services		
Employee benefits	4,500	4,500
Operations and Maintenance of Plant		
Salaries	350,000	70,000
Employee benefits	23,500	21,000
Total Operation and Maintenance of Plant	373,500	91,000
Institutional Support		
Salaries	-	-
Employee benefits	75,000	70,000
Contractual services	295,000	220,000
Fixed charges	300,000	355,000
Total Institutional Support	670,000	645,000
Total Expenditures	$ 1,227,500	924,500

GENERAL OBLIGATION BOND FUND REVENUE AND EXPENDITURES

Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
REVENUE		
LOCAL GOVERNMENT		
Local taxes	$ 675,528	$ 682,610
OTHER SOURCES		
Investment revenue	100	100
Total Revenue	675,628	682,710
EXPENDITURES		
By Program:		
Institutional Support		
Fixed charges	646,575	641,575
Total Institutional Support	646,575	641,575
Total Expenditures	$ 646,575	$ 641,575

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

Year Ended June 30, 2023

	FY 2022 Budget	FY 2023 Budget
REVENUE		
LOCAL GOVERNMENT		
Bonds	$ -	$ -
Other - Capital Development Board	2,866,308	2,853,967
Total Revenue	2,866,308	2,853,967
Transfers in	3,500,000	3,000,000
Total Revenue and Transfers in	14,427,733	5,853,967
EXPENDITURES		
By Program:		
Operations and Maintenance of Plant		
Contractual services Capital outlay	$100,000	$1,965,500
Capital outlay	6,266,308	4,633,467
Total Operation and Maintenance of Plant	6,366,308	$6,598,967
Total Expenditures	$ 6,366,308	$6,598,967

MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 BUDGET

Statistical Information

Changes in Net Position

Operating Expenses by Function

Property Tax Levies and Collections

Debt Capacity

MORTON COLLEGE

MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527

FINANCIAL TRENDS (UNAUDITED)

CHANGES IN NET POSITION
LAST EIGHT FISCAL YEARS

	2021	2020	2019	2018	2017	2016	2015	2014	2013
OPERATING REVENUES									
Student tuition and fees	$ 6,692,938	$ 6,392,476	$ 6,133,413	$4,982,373	$4,684,983	$4,596,204	$4,040,567	$3,361,086	$4,125,936
Other	112,287	53,378	119,321	1,211,196	1,696,682	1,720,315	1,850,764	1,982,775	2,238,138
Total operating revenues	6,805,225	6,445,854	6,252,734	6,193,569	6,381,665	6,316,519	5,891,331	5,343,861	6,364,074
OPERATING EXPENSES									
Instruction	19,921,704	16,652,880	18,077,524	17,995,297	15,728,370	10,517,895	12,568,259	13,683,816	11,178,977
Academic support	3,101,980	3,359,257	2,940,227	2,563,405	2,585,214	2,766,990	2,364,630	2,300,300	2,146,750
Student services	4,823,607	4,336,106	3,919,084	3,668,700	3,072,864	2,552,963	2,552,583	2,463,099	2,064,685
Public services	1,068,325	1,272,212	1,185,466	1,436,109	1,134,636	558,055	528,553	517,563	486,255
Operation and maintenance of plant	9,344,100	7,976,278	5,808,513	6,951,773	7,036,574	6,589,007	4,787,610	5,602,019	5,878,454
General institutional	5,331,449	8,676,087	6,773,878	5,062,853	4,607,377	7,959,932	7,022,773	2,702,346	4,265,754
Auxiliary enterprises	2,368,358	2,695,030	1,071,095	2,076,399	1,870,339	2,068,042	2,440,249	1,761,597	1,445,016
Scholarship expense	6,159,499	4,976,378	4,347,856	3,624,113	3,684,305	4,095,799	4,391,965	4,380,563	6,203,707
Depreciation expense	1,573,353	810,214	2,094,445	2,121,933	2,463,156	2,482,407	1,797,419	2,649,892	2,567,778
Total operating expenses	53,692,375	50,754,442	46,218,088	45,500,582	42,182,835	39,591,090	38,454,041	36,061,195	36,237,376
Operating (Loss)	(46,887,150)	(44,308,588)	(39,965,354)	(39,307,013)	(35,801,170)	(33,274,571)	(32,562,710)	(30,717,334)	(29,873,302)
NON-OPERATING REVENUES (EXPENSES)									
Local property taxes	10,493,834	9,844,059	9,861,485	9,982,119	9,763,900	9,128,821	9,310,381	8,337,495	8,215,441
State appropriations	25,567,161	23,570,198	20,952,783	19,957,533	18,480,322	15,145,280	14,449,848	14,453,707	12,816,492
Federal grants and contracts	13,672,200	9,621,196	8,568,350	9,353,438	8,651,665	8,852,948	9,458,611	9,917,890	10,911,286
Non-governmental gifts and grants	951	-	3,783	1,848	11,625	3,300	20,710	23,650	220,428
Investment income	23,965	327,794	522,777	264,202	(177,874)	27,677	3,687	3,437	12,691
Interest on capital asset-related debt	(333,177)	(351,096)	(439,285)	(162,642)	95,387	(204,466)	(243,648)	(248,612)	(356,000)
Net Non-Operating Revenues (Expenses)	49,424,934	43,012,151	39,469,893	39,396,498	36,825,025	32,953,560	32,999,589	32,487,567	31,820,338
Net Income Before Capital Contributions	2,537,784	(1,296,437)	(495,461)	89,485	1,023,855	(321,011)	436,879	1,770,233	1,947,036
CHANGE IN NET POSITION	2,537,784	(1,296,437)	$ (495,461)	$ 89,485	$1,023,855	($321,011)	$436,879	$1,770,233	$1,947,036

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

MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527

FINANCIAL TRENDS (UNAUDITED)

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

Year	Total	Instruction	Academic Support	Student Services	Institutional Support	Operation and Maintenance of Plant	Scholarships and Fellowships	Public Support	Auxiliary Service
2021	$ 51,324	$ 19,922	$ 3,102	$ 4,824	$ 9,344	$ 5,332	$ 6,159	$ 1,068	$ 1,573
2020	48,230	16,653	3,359	4,465	7,976	8,676	5,019	1,272	810
2019	44,124	18,078	2,940	3,919	6,774	5,809	4,348	1,185	1,071
2018	43,424	17,995	2,563	3,669	6,952	5,063	3,624	1,436	2,122
2017	40,312	15,728	2,585	3,073	7,037	4,607	3,684	1,135	2,463
2016	37,523	10,518	2,767	2,553	6,589	7,960	4,096	558	2,482
2015	36,658	12,769	2,365	2,553	7,023	4,788	4,392	529	2,440
2014	34,300	13,684	2,300	2,463	5,602	2,702	4,381	518	2,650
2013	34,794	11,179	2,147	2,065	5,879	4,266	6,204	486	2,568
2012	31,591	10,561	1,641	1,724	5,488	4,363	4,683	528	2,603

Source: College Records

MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527

REVENUE CAPACITY (UNAUDITED)

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN LEVY YEARS

Year of Levy	Total Extended Tax Levy	Current Year Collections	Percent of Levy	Delinquent Taxes Collected (refunded)	Total Taxes Collected	Percent of Levy
2020	$ 10,836,748	$ 5,260,237	48.54%	-	$ 5,260,237	48.54%
2019	10,570,508	10,305,270	97.49%	-	10,305,270	97.49%
2018	10,278,763	10,131,989	98.57%	-	10,131,989	98.57%
2017	10,038,228	9,886,521	98.49%	(172,007)	9,714,514	96.78%
2016	9,807,465	9,674,736	98.65%	(190,679)	9,484,057	96.70%
2015	9,729,038	9,888,151	101.64%	(534,561)	9,353,590	96.14%
2014	9,613,393	9,535,983	99.12%	(358,157)	9,177,826	95.47%
2013	9,428,970	9,403,540	99.60%	(346,186)	9,057,354	96.06%
2012	9,123,084	9,053,905	99.24%	(279,738)	8,774,167	96.18%
2011	8,989,563	8,914,223	99.16%	(265,452)	8,648,771	96.21%

Source: County tax records.

MORTON COLLEGE COMMUNITY COLLEGE DISTRICT NO. 527

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

Fiscal Year	Assessed Value	Rate	Limit Rate	Debt Limit	Margin	Percentage
2021	$ 2,132,706,707	2.875%	$ 61,315,318	$ 9,027,489	$ 52,287,829	14.72%
2020	1,640,547,923	2.875%	47,165,753	9,340,262	$ 37,825,491	19.80%
2019	1,660,547,053	2.875%	47,740,728	9,371,438	38,369,290	19.63%
2018	1,721,823,048	2.875%	49,502,413	3,262,578	46,239,835	6.59%
2017	1,442,272,976	2.875%	41,465,348	3,769,910	37,695,438	9.09%
2016	1,393,851,949	2.875%	40,073,244	4,259,264	35,813,980	10.63%
2015	1,434,851,128	2.875%	41,251,970	4,487,376	36,764,594	10.88%
2014	1,538,198,334	2.875%	44,223,202	4,745,000	39,478,202	10.73%
2013	1,640,896,561	2.875%	47,175,776	5,580,000	41,595,776	11.83%
2012	1,783,704,124	2.875%	51,281,494	6,395,000	44,886,494	12.47%

Source: County tax records: college records

MORTON COMMUNITY COLLEGE

FISCAL YEAR 2023 BUDGET

Resolutions

2022 – 2023 Budget Legal Notice

MORTON COLLEGE

NOTICE

2022-2023 BUDGET

AVAILABLE FOR PUBLIC INSPECTION

NOTICE IS HEREBY GIVEN by the Board of Trustees of Illinois Community College District No. 527, in the County of Cook, State of Illinois, that a Tentative Budget for said District for the fiscal year beginning July 1, 2022 will be on file and conveniently available for public inspection beginning Wednesday, July 11, 2022, through Thursday, August 19, 2022 Monday - Thursday from 8:00 a.m. to 4:30 p.m. in the Business Office Room 203 Building "C" located at 3801 South Central Avenue, Cicero, IL 60804.

NOTICE IS FURTHER HEREBY GIVEN that a public hearing on said budget will be held at 11:00 a.m. on Wednesday the 24th day of August 2022 in the Jedlicka Performing Arts Center, 3801 South Central Avenue, Cicero, Illinois.

Dated this 7th day of July 2022.

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

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

From: Mireya Perez
To: Board Materials
Subject: Fw: Action Item 8.1 for 8/24/2022 Board Meeting
Date: Tuesday, August 16, 2022 3:05:14 PM
Attachments: Board AS Totals 7.31.22.pdf
Check Register 7.31.22.pdf
Over 10k Jul 2022.pdf
Outlook-q4j13yfi.png

Thank you,

Mireya Perez
Chief Financial Officer/Treasurer

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

www.morton.edu

Summer Hours: May 22, 2022 – August 13, 2022
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED



From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Tuesday, August 16, 2022 3:03 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.1 for 8/24/2022 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JULY 2022 IN THE AMOUNT OF $4,951,748 AND BUDGET TRANSFERS IN THE AMOUNT OF $0 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0106499	07/07/22	Outst	0200282	Victor M. Albanil Beltra	V0163978	06/28/22		150.00		150.00
								150.00		150.00
0106500	07/07/22	Void	0024766	Miriam V. Andablo						
0106501	07/07/22	Outst	0214098	Ms. Marisol Campos Garci	V0164374	06/29/22		22.90		22.90
								22.90		22.90
0106502	07/07/22	Outst	0200455	Ms. Lauren Caruso	V0164524	06/30/22		5,000.00		5,000.00
								5,000.00		5,000.00
0106503	07/07/22	Outst	0162406	Mrs. Irina V. Cline	V0164514	06/30/22		435.77		435.77
								435.77		435.77
0106504	07/07/22	Outst	0000794	Ms. Janet M. Crockett	V0164365	06/29/22		302.03		302.03
								302.03		302.03
0106505	07/07/22	Outst	0212809	Joshua Daniels	V0163947	06/27/22		2,000.00		2,000.00
								2,000.00		2,000.00
0106506	07/07/22	Outst	0005692	Ms Elena O. Enstrom	V0163952	06/27/22		179.88		179.88
								179.88		179.88
0106507	07/07/22	Outst	0202383	Flexible Benefit Service	V0164554	06/30/22		390.00		390.00
								390.00		390.00
0106508	07/07/22	Outst	0017224	Ms Gabriela Mata	V0164525	06/30/22		300.57		300.57
								300.57		300.57
0106509	07/07/22	Outst	0003232	Ms. Lisa A. Mathelier	V0164487	06/30/22		89.95		89.95
					V0164500	07/05/22		30.00		30.00
								119.95		119.95
0106510	07/07/22	Outst	0199309	Jason Nichols	V0164489	07/01/22		15,000.00		15,000.00
								15,000.00		15,000.00
0106511	07/07/22	Outst	0212586	Kathleen M. Nugent	V0164531	06/30/22		700.00		700.00
								700.00		700.00

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0106512	07/07/22	Outst	0000776	Mrs. Mireya Perez	V0164521	06/30/22		377.30		377.30
								377.30		377.30
0106513	07/07/22	Recon	0156404	Mr. Jesus Rodriguez Jr	V0164526	06/30/22		700.00		700.00
								700.00		700.00
0106514	07/07/22	Outst	0204718	Montserrat Tovar	V0164495	06/30/22		75.00		75.00
								75.00		75.00
0106515	07/07/22	Outst	0201801	Michael R. Traversa	V0163899	06/16/22		316.00		316.00
					V0163948	06/27/22		3,000.00		3,000.00
								3,316.00		3,316.00
0106516	07/07/22	Void	0190167	Daniel K. Treadwell						
0106517	07/07/22	Outst	0158266	Mr. Christopher J. Wido	V0164493	06/30/22		2,499.00		2,499.00
								2,499.00		2,499.00
0106526	07/07/22	Outst	0205866	Party People Entertainme	V0164583	07/07/22		3,800.00		3,800.00
								3,800.00		3,800.00
0106527	07/14/22	Outst	0190089	3OE Solutions	V0164651	06/30/22	B0004384	4,333.00		4,333.00
								4,333.00		4,333.00
0106528	07/14/22	Outst	0211633	A&A Pro Services LLC	V0164605	06/30/22		9,000.00		9,000.00
					V0164606	06/30/22		4,500.00		4,500.00
								13,500.00		13,500.00
0106529	07/14/22	Outst	0209709	Accurate Employment Scre	V0164756	06/30/22	B0004349	1,989.37		1,989.37
								1,989.37		1,989.37
0106530	07/14/22	Outst	0206735	All Pro Truck Driving Sc	V0164645	06/30/22		12,112.50		12,112.50
								12,112.50		12,112.50
0106531	07/14/22	Outst	0190802	All-Types Elevators Inc	V0164517	06/30/22		449.00		449.00
					V0164589	06/30/22		548.00		548.00
								997.00		997.00
0106532	07/14/22	Outst	0188188	Amazon Capital Services	V0164629	06/30/22	P0011800	263.00		263.00

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					V0164711	06/30/22	B0004655	5,127.02		5,127.02
					V0164723	06/30/22	P0011875	6,578.87		6,578.87
					V0164724	06/30/22	P0011851	32.58		32.58
					V0164736	06/30/22	B0004655	3,404.81		3,404.81
					V0164788	07/13/22	B0004670	1,153.35		1,153.35
					V0164795	06/30/22	B0004485	1,061.66		1,061.66
					V0164796	06/30/22	B0004654	895.59		895.59
					V0164797	06/30/22	B0004414	177.58		177.58
					V0164832	07/14/22	B0004671	129.99		129.99
								18,824.45		18,824.45
0106533	07/14/22	Outst	0166353	Amsterdam Printing	V0164640	06/30/22	P0011720	259.18		259.18
								259.18		259.18
0106534	07/14/22	Outst	0000977	Apple, Inc.	V0164676	06/30/22	B0004583	1,938.00		1,938.00
					V0164677	06/30/22	B0004591	8,880.00		8,880.00
					V0164680	06/30/22	B0004615	1,667.00		1,667.00
					V0164682	06/30/22	B0004626	790.00		790.00
					V0164683	06/30/22	B0004627	632.00		632.00
					V0164684	06/30/22	B0004616	7,058.00		7,058.00
					V0164685	06/30/22	B0004626	270.00		270.00
					V0164686	06/30/22	B0004616	2,380.00		2,380.00
					V0164688	06/30/22	B0004626	1,490.00		1,490.00
					V0164690	06/30/22	B0004615	1,799.00		1,799.00
					V0164691	06/30/22	B0004615	447.00		447.00
					V0164692	06/30/22	B0004627	1,192.00		1,192.00
					V0164693	06/30/22	B0004616	2,403.00		2,403.00
					V0164694	06/30/22	B0004615	2,598.00		2,598.00
					V0164696	06/30/22	B0004591	1,448.00		1,448.00
								34,992.00		34,992.00
0106535	07/14/22	Outst	0211568	Artistic Engraving	V0164635	06/30/22	P0011874	250.50		250.50
								250.50		250.50
0106536	07/14/22	Outst	0212015	Ashlaur Construction Com	V0164783	06/30/22	B0004242	687,686.87		687,686.87
								687,686.87		687,686.87
0106537	07/14/22	Outst	0198820	Asure Software	V0164757	06/30/22	B0003998	131.99		131.99
								131.99		131.99
0106538	07/14/22	Outst	0000973	AT&T	V0164654	06/30/22	B0004649	2,835.82		2,835.82
								2,835.82		2,835.82

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0106539	07/14/22	Outst	0000973	AT&T	V0164807	07/14/22	B0004679	922.96		922.96
								922.96		922.96
0106540	07/14/22	Outst	0000973	AT&T	V0164805	06/30/22	B0004649	464.01		464.01
					V0164806	07/14/22	B0004679	464.01		464.01
								928.02		928.02
0106541	07/14/22	Void	0001953	AT&T Mobility			B0004679			
0106542	07/14/22	Outst	0001401	AZ Commercial	V0164528	06/30/22		40.09		40.09
								40.09		40.09
0106543	07/14/22	Outst	0211963	Beat the Streets Chicago	V0164608	06/30/22		1,000.00		1,000.00
								1,000.00		1,000.00
0106544	07/14/22	Outst	0000985	Berwyn Ace Hardware	V0164785	07/13/22	B0004656	59.36		59.36
								59.36		59.36
0106545	07/14/22	Outst	0194139	Berwyn's Violet Flower S	V0164778	06/30/22	B0003945	100.00		100.00
								100.00		100.00
0106546	07/14/22	Outst	0213459	Bohm Consulting LLC	V0164843	07/14/22	P0011893	3,666.00		3,666.00
								3,666.00		3,666.00
0106547	07/14/22	Outst	0001206	BSN Sports	V0164720	06/30/22	P0011201	172.47		172.47
								172.47		172.47
0106548	07/14/22	Outst	0001593	CDW-Government, Inc	V0164761	06/30/22	B0004589	174,158.41		174,158.41
								174,158.41		174,158.41
0106549	07/14/22	Outst	0001675	Chronicle of Higher Educ	V0164830	07/14/22	P0011888	3,000.00		3,000.00
								3,000.00		3,000.00
0106550	07/14/22	Outst	0001195	Cintas Corporation	V0164697	06/30/22		180.65		180.65
					V0164781	07/13/22	B0004690	281.19		281.19
					V0164841	07/14/22	P0011896	202.63		202.63
								664.47		664.47
0106551	07/14/22	Outst	0001195	Cintas Corporation	V0164794	07/13/22	B0004689	217.32		217.32

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					V0164798	06/30/22	B0004560	217.32		217.32
					V0164799	06/30/22	B0004560	217.32		217.32
					V0164809	07/14/22	B0004689	217.32		217.32
								869.28		869.28
0106552	07/14/22	Outst	0211877	City Wide Facility Solut	V0164800	06/30/22	B0004222	3,795.00		3,795.00
					V0164802	06/30/22	B0004222	200.00		200.00
								3,995.00		3,995.00
0106553	07/14/22	Outst	0169016	Clear Channel Outdoor	V0164844	07/14/22	B0004718	450.00		450.00
					V0164845	07/14/22	B0004718	1,750.00		1,750.00
					V0164846	07/14/22	B0004718	1,700.00		1,700.00
					V0164847	07/14/22	B0004718	1,000.00		1,000.00
								4,900.00		4,900.00
0106554	07/14/22	Outst	0209581	Combined Veterans of Ber	V0164836	07/14/22	P0011880	500.00		500.00
								500.00		500.00
0106555	07/14/22	Outst	0001752	Comcast	V0164790	07/13/22	B0004698	201.32		201.32
								201.32		201.32
0106556	07/14/22	Outst	0161721	Crestline	V0164633	06/30/22	B0004423	64.40-		-64.40
					V0164642	06/30/22	B0004617	2,630.00		2,630.00
					V0164643	06/30/22	B0004620	2,520.75		2,520.75
					V0164644	06/30/22	B0004602	826.00		826.00
								5,912.35		5,912.35
0106557	07/14/22	Outst	0001676	Del Galdo Law Group, LLC	V0164672	06/30/22	B0004063	4,561.00		4,561.00
					V0164673	06/30/22	B0004063	10,035.00		10,035.00
								14,596.00		14,596.00
0106558	07/14/22	Outst	0000989	Dick Blick	V0164601	06/30/22		144.00		144.00
								144.00		144.00
0106559	07/14/22	Outst	0208992	Direct Energy Business	V0164731	06/30/22	B0004500	4,168.28		4,168.28
								4,168.28		4,168.28
0106560	07/14/22	Outst	0001333	Direct Fitness Solutions	V0164722	06/30/22	P0011860	45.00		45.00
								45.00		45.00

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0106561	07/14/22	Outst	0209578	DisposAll Waste Services	V0164837	07/14/22	B0004714	275.00		275.00
					V0164839	07/14/22	B0004714	948.13		948.13
								1,223.13		1,223.13
0106562	07/14/22	Outst	0182724	Dyopath LLC	V0164787	07/13/22	B0004669	8,137.50		8,137.50
								8,137.50		8,137.50
0106563	07/14/22	Outst	0205067	Effectv	V0164512	06/30/22		1,871.00		1,871.00
								1,871.00		1,871.00
0106564	07/14/22	Outst	0184717	El Meson Express	V0164555	06/30/22		280.00		280.00
								280.00		280.00
0106565	07/14/22	Outst	0002185	Ellucian Inc.	V0164833	07/14/22	P0011879	17,820.00		17,820.00
					V0164834	07/14/22	P0011879	78,424.00		78,424.00
					V0164835	07/14/22	P0011879	346,437.00		346,437.00
								442,681.00		442,681.00
0106566	07/14/22	Outst	0001240	Enterprise Rent-A-Car	V0164612	06/30/22		302.59		302.59
								302.59		302.59
0106567	07/14/22	Outst	0213538	ERG International	V0164765	06/30/22	B0004436	3,056.13		3,056.13
					V0164766	06/30/22	B0004436	10,830.96		10,830.96
								13,887.09		13,887.09
0106568	07/14/22	Outst	0196370	FHEG Morton College Book	V0163955	06/28/22		4,915.29		4,915.29
								4,915.29		4,915.29
0106569	07/14/22	Outst	0001033	Fisher Scientific Compan	V0164630	06/30/22	P0011658	161.13		161.13
								161.13		161.13
0106570	07/14/22	Outst	0001034	Flinn Scientific Inc	V0164719	06/30/22	P0011768	291.46		291.46
								291.46		291.46
0106571	07/14/22	Outst	0205565	Game One	V0164747	06/30/22	B0004611	2,539.73		2,539.73
					V0164760	06/30/22	B0004419	266.51		266.51
					V0164820	07/14/22	B0004711	2,049.64		2,049.64
					V0164828	07/14/22	B0004710	650.00		650.00
								5,505.88		5,505.88

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0106572	07/14/22	Outst	0011159	Heartland Community Coll	V0164725	06/30/22	P0011873	250.00		250.00
					V0164842	07/14/22	P0011895	750.00		750.00
								1,000.00		1,000.00
0106573	07/14/22	Outst	0001666	Herbkoe Fun Foods	V0164726	06/30/22	P0011870	1,640.00		1,640.00
								1,640.00		1,640.00
0106574	07/14/22	Outst	0210378	Hinckley Springs	V0164745	06/30/22	B0004112	36.41		36.41
								36.41		36.41
0106575	07/14/22	Outst	0001381	Home Depot/GECF	V0164655	06/30/22	B0004502	260.16		260.16
					V0164664	06/30/22	B0004502	329.00		329.00
					V0164668	06/30/22	B0004502	77.20		77.20
					V0164669	06/30/22	B0004502	207.77		207.77
								874.13		874.13
0106576	07/14/22	Outst	0001061	ICCTA	V0164811	07/14/22	P0011891	5,570.00		5,570.00
								5,570.00		5,570.00
0106577	07/14/22	Outst	0195156	iHeartMedia	V0164649	06/30/22	B0004473	5,050.00		5,050.00
								5,050.00		5,050.00
0106578	07/14/22	Outst	0001068	ILLCO, Inc.	V0164808	07/14/22	B0004684	59.66		59.66
								59.66		59.66
0106579	07/14/22	Outst	0001695	Inside Higher Ed.	V0164831	07/14/22	P0011889	3,008.72		3,008.72
								3,008.72		3,008.72
0106580	07/14/22	Outst	0001647	Iron Mountain	V0164650	06/30/22	B0004006	590.99		590.99
								590.99		590.99
0106581	07/14/22	Outst	0001848	Jack Phelan Chevrolet	V0164513	06/30/22		40.30		40.30
								40.30		40.30
0106582	07/14/22	Outst	0001890	Konica Minolta Bus Solut	V0163550	06/02/22		8,851.00		8,851.00
					V0164702	06/30/22	B0004362	1,050.08		1,050.08
					V0164703	06/30/22	B0004362	13,058.27		13,058.27
					V0164705	06/30/22	B0004269	364.00		364.00
					V0164706	06/30/22	B0004269	2,891.26		2,891.26
					V0164708	06/30/22	B0004269	5,435.01		5,435.01

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					V0164709	06/30/22	B0004269	854.87		854.87
					V0164710	06/30/22	B0004269	1,042.25		1,042.25
								33,546.74		33,546.74
0106583	07/14/22	Outst	0002233	Konica Minolta Premier F	V0164791	07/13/22	B0004662	2,897.00		2,897.00
								2,897.00		2,897.00
0106584	07/14/22	Outst	0002233	Konica Minolta Premier F	V0164792	07/13/22	B0004662	451.00		451.00
								451.00		451.00
0106585	07/14/22	Outst	0002233	Konica Minolta Premier F	V0164793	07/13/22	B0004662	125.17		125.17
								125.17		125.17
0106586	07/14/22	Outst	0001559	Krueger International In	V0164767	06/30/22	B0004431	66,250.12		66,250.12
					V0164768	06/30/22	B0004433	16,391.18		16,391.18
					V0164769	06/30/22	B0004433	30,867.84		30,867.84
					V0164770	06/30/22	B0004433	10,843.58		10,843.58
					V0164771	06/30/22	B0004433	68,619.12		68,619.12
					V0164772	06/30/22	B0004433	42,672.36		42,672.36
					V0164773	06/30/22	B0004433	32,138.82		32,138.82
					V0164774	06/30/22	B0004433	27,872.32		27,872.32
					V0164776	06/30/22	B0004433	4,466.60		4,466.60
					V0164777	06/30/22	B0004433	92,768.66		92,768.66
								392,890.60		392,890.60
0106587	07/14/22	Outst	0188162	Lake County Press	V0164551	06/30/22		339.79		339.79
					V0164552	06/30/22		167.60		167.60
					V0164553	06/30/22		1,148.09		1,148.09
					V0164607	06/30/22		1,401.00		1,401.00
								3,056.48		3,056.48
0106588	07/14/22	Outst	0205148	Lembke & Sons, Inc.	V0164520	06/30/22		278.91		278.91
					V0164779	06/30/22	B0004303	312.40		312.40
								591.31		591.31
0106589	07/14/22	Outst	0001718	Literacy Works	V0164784	07/13/22	P0011882	300.00		300.00
								300.00		300.00
0106590	07/14/22	Outst	0001812	Max Sports LLC	V0164634	06/30/22	P0011878	21,770.00		21,770.00
								21,770.00		21,770.00

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0106591	07/14/22	Outst	0001289	Menards	V0164646	06/30/22	B0003977	177.60		177.60
					V0164648	06/30/22	B0003977	68.86		68.86
								246.46		246.46
0106592	07/14/22	Outst	0209373	Meraki Kreativ LLC	V0164637	06/30/22	P0011862	1,125.00		1,125.00
					V0164638	06/30/22	P0011863	400.00		400.00
					V0164639	06/30/22	P0011864	975.00		975.00
								2,500.00		2,500.00
0106593	07/14/22	Outst	0182207	Mesirow Insurance Servic	V0164786	07/13/22	B0004668	11,250.00		11,250.00
								11,250.00		11,250.00
0106594	07/14/22	Outst	0194501	Michael Kautz Carpets &	V0164838	07/14/22	B0004708	70,720.43		70,720.43
								70,720.43		70,720.43
0106595	07/14/22	Outst	0214397	MMNTM, LLC	V0164548	06/30/22		821.25		821.25
								821.25		821.25
0106596	07/14/22	Outst	0208924	Nicor Gas	V0164763	06/30/22	B0004000	2,698.43		2,698.43
								2,698.43		2,698.43
0106597	07/14/22	Outst	0001121	O'Brien Cleaners	V0164558	06/30/22		18.00		18.00
					V0164732	06/30/22	B0004514	18.00		18.00
								36.00		36.00
0106598	07/14/22	Outst	0002406	Paisans Pizza	V0164532	06/30/22		161.00		161.00
					V0164534	06/30/22		109.50		109.50
					V0164535	06/30/22		136.00		136.00
					V0164536	06/30/22		56.00		56.00
					V0164537	06/30/22		57.00		57.00
					V0164538	06/30/22		57.00		57.00
					V0164539	06/30/22		57.00		57.00
					V0164541	06/30/22		100.00		100.00
					V0164542	06/30/22		37.93		37.93
					V0164543	06/30/22		42.00		42.00
					V0164547	06/29/22		115.00		115.00
					V0164549	06/30/22		411.00		411.00
					V0164556	06/30/22		576.00		576.00
					V0164559	06/30/22		255.00		255.00
					V0164560	06/30/22		149.00		149.00
					V0164586	06/30/22		95.50		95.50
					V0164587	06/30/22		95.50		95.50
					V0164588	06/30/22		86.00		86.00

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					V0164620	06/30/22		35.00		35.00
					V0164622	06/30/22		93.50		93.50
					V0164627	06/30/22		50.00		50.00
					V0164727	06/30/22	P0011802	2,370.00		2,370.00
					V0164728	06/30/22	P0011849	100.00		100.00
								5,244.93		5,244.93
0106599	07/14/22	Outst	0214798	Paleteria Azteca #2	V0164562	06/30/22		976.00		976.00
								976.00		976.00
0106600	07/14/22	Outst	0166827	PeopleAdmin, Inc.	V0164829	07/14/22	P0011887	17,160.55		17,160.55
								17,160.55		17,160.55
0106601	07/14/22	Outst	0001131	Phi Theta Kappa	V0164721	06/30/22	P0011861	953.49		953.49
								953.49		953.49
0106602	07/14/22	Outst	0201778	Quality Logo Products, I	V0164670	06/30/22	P0011724	287.00		287.00
								287.00		287.00
0106603	07/14/22	Outst	0206685	Rainmakers Irrigation &	V0164636	06/30/22	P0011852	500.00		500.00
								500.00		500.00
0106604	07/14/22	Outst	0212345	REX Electric and Technol	V0164730	06/30/22	B0004281	77,477.40		77,477.40
								77,477.40		77,477.40
0106605	07/14/22	Outst	0001967	Shaw Media	V0164741	06/30/22	B0004464	88.94		88.94
					V0164749	06/30/22	B0003956	1,199.00		1,199.00
								1,287.94		1,287.94
0106606	07/14/22	Outst	0182899	Sherwin Williams	V0164840	07/14/22	B0004705	111.23		111.23
								111.23		111.23
0106607	07/14/22	Outst	0001156	Smithereen Exterminating	V0164810	07/14/22	B0004687	186.00		186.00
								186.00		186.00
0106608	07/14/22	Outst	0001165	Swank Motion Pictures In	V0164714	06/30/22	P0011804	780.00		780.00
					V0164729	06/30/22	P0011832	30.00		30.00
								810.00		810.00

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0106609	07/14/22	Outst	0214932	Tasty Chicago LLC	V0164775	07/13/22		2,850.00		2,850.00
								2,850.00		2,850.00
0106610	07/14/22	Outst	0155715	Technology Management Re	V0164738	06/30/22	B0004009	1,141.05		1,141.05
								1,141.05		1,141.05
0106611	07/14/22	Outst	0211532	Tri-Electronics, Inc.	V0164803	06/30/22	B0004190	171,091.80		171,091.80
								171,091.80		171,091.80
0106612	07/14/22	Outst	0002095	Trugreen	V0164527	06/30/22		375.00		375.00
								375.00		375.00
0106613	07/14/22	Outst	0164582	TruTech Tools, LTD.	V0164631	06/30/22	P0011688	975.80		975.80
								975.80		975.80
0106614	07/14/22	Outst	0213619	View Transit, LLC	V0164675	06/30/22	B0004475	2,000.00		2,000.00
								2,000.00		2,000.00
0106615	07/14/22	Outst	0001406	Wex Bank	V0164471	06/30/22	B0004641	287.64		287.64
					V0164474	06/30/22	B0004068	634.76		634.76
					V0164804	06/30/22	B0004527	1,984.58		1,984.58
								2,906.98		2,906.98
0106616	07/14/22	Outst	0177469	Bright Start College Sav	V0164812	07/14/22		100.00		100.00
								100.00		100.00
0106617	07/14/22	Outst	0001422	CCCTU-Cope Fund	V0164813	07/14/22		109.00		109.00
								109.00		109.00
0106618	07/14/22	Outst	0001374	College & University Cre	V0164815	07/14/22		200.00		200.00
								200.00		200.00
0106619	07/14/22	Outst	0001371	Colonial Life & Accident	V0164816	07/14/22		12.00		12.00
								12.00		12.00
0106620	07/14/22	Outst	0191845	Metropolitan Alliance of	V0164817	07/14/22		212.00		212.00
								212.00		212.00

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0106621	07/14/22	Outst	0213771	Midland Credit Managemen	V0164818	07/14/22		293.39		293.39
								293.39		293.39
0106622	07/14/22	Outst	0101061	Morton College Faculty	V0164814	07/14/22		2.78		2.78
								2.78		2.78
0106623	07/14/22	Outst	0001372	Morton College Teachers	V0164821	07/14/22		1,686.61		1,686.61
								1,686.61		1,686.61
0106624	07/14/22	Outst	0001372	Morton College Teachers	V0164819	07/14/22		2,563.72		2,563.72
								2,563.72		2,563.72
0106625	07/14/22	Outst	0001513	SEIU Local 73 Cope	V0164823	07/14/22		38.00		38.00
								38.00		38.00
0106626	07/14/22	Outst	0001373	Service Employees Intl U	V0164824	07/14/22		350.09		350.09
								350.09		350.09
0106627	07/14/22	Outst	0001563	State Disbursement Unit	V0164825	07/14/22		50.00		50.00
					V0164826	07/14/22		961.71		961.71
								1,011.71		1,011.71
0106628	07/14/22	Outst	0001953	AT&T Mobility	V0164647	06/30/22	B0003987	40.74		40.74
								40.74		40.74
0106629	07/14/22	Outst	0001953	AT&T Mobility	V0164848	07/14/22	B0004722	2,102.00		2,102.00
								2,102.00		2,102.00
0106630	07/14/22	Outst	0200282	Victor M. Albanil Beltra	V0164580	07/07/22		480.00		480.00
								480.00		480.00
0106631	07/14/22	Outst	0052335	Andy Avalos	V0164569	06/30/22		200.00		200.00
								200.00		200.00
0106632	07/14/22	Outst	0000995	Bureau Water/Sewer Town	V0164656	06/30/22		191.34		191.34
					V0164659	06/30/22		517.97		517.97
					V0164660	06/30/22		191.34		191.34
					V0164661	06/30/22		191.34		191.34
					V0164662	06/30/22		191.34		191.34

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					V0164663	06/30/22		191.34		191.34
								1,474.67		1,474.67
0106633	07/14/22	Outst	0000762	Mr. George F. Fejt	V0164617	06/30/22		122.65		122.65
								122.65		122.65
0106634	07/14/22	Outst	0194384	Jesus A. Frias	V0164570	06/30/22		200.00		200.00
								200.00		200.00
0106635	07/14/22	Outst	0209721	Martello B. Gillespie	V0164681	07/13/22		500.00		500.00
								500.00		500.00
0106636	07/14/22	Outst	0000724	Dr. Brian R. Gilligan	V0164598	07/11/22		499.00		499.00
								499.00		499.00
0106637	07/14/22	Outst	0195204	Christian Gonzalez	V0164584	06/30/22		200.00		200.00
								200.00		200.00
0106638	07/14/22	Outst	0189759	Mrs. Amy Green	V0163957	06/28/22		121.68		121.68
								121.68		121.68
0106639	07/14/22	Outst	0187329	Jesus S. Hernandez	V0164565	06/30/22		200.00		200.00
								200.00		200.00
0106640	07/14/22	Outst	0000841	Mrs. Michelle C. Herrera	V0163967	06/28/22		181.75		181.75
								181.75		181.75
0106641	07/14/22	Outst	0209257	Illinois Public Risk Fun	V0164700	07/13/22		56,723.00		56,723.00
								56,723.00		56,723.00
0106642	07/14/22	Outst	0209256	Insurance Program Manage	V0164701	06/30/22		5,000.00		5,000.00
					V0164707	07/13/22		160,229.00		160,229.00
								165,229.00		165,229.00
0106643	07/14/22	Outst	0107686	Mrs. Blanca E. Jara	V0164626	07/12/22		172.35		172.35
								172.35		172.35
0106644	07/14/22	Outst	0157638	Ms. Alejandra Le	V0164578	06/30/22		32.82		32.82

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								32.82		32.82
0106645	07/14/22	Outst	0198741	Josue Lopez	V0164567	06/30/22		200.00		200.00
								200.00		200.00
0106646	07/14/22	Outst	0198890	Andy X. Lugo	V0164571	06/30/22		200.00		200.00
								200.00		200.00
0106647	07/14/22	Outst	0207766	Massachusetts Mutual Lif	V0164623	07/12/22		2,069.26		2,069.26
								2,069.26		2,069.26
0106648	07/14/22	Outst	0182207	Mesirow Insurance Servic	V0164704	07/13/22		4,834.00		4,834.00
								4,834.00		4,834.00
0106649	07/14/22	Outst	0176689	Jessica Molinar	V0164695	06/30/22		77.58		77.58
					V0164698	07/13/22		12.93		12.93
								90.51		90.51
0106650	07/14/22	Outst	0000759	Ms. Julie A. Steinhaus	V0164576	06/30/22		2,992.00		2,992.00
								2,992.00		2,992.00
0106651	07/14/22	Outst	0195274	Marco A. Villegas, SR	V0164573	06/30/22		200.00		200.00
								200.00		200.00
0106652	07/14/22	Outst	0214778	Caroline Workman	V0164611	06/30/22		75.00		75.00
								75.00		75.00
0106672	07/21/22	Outst	0209696	All In Volleyball Inc. N	V0164870	07/18/22		455.00		455.00
								455.00		455.00
0106673	07/21/22	Void	0000995	Bureau Water/Sewer Town						
0106674	07/21/22	Outst	0192108	Ms. Laurie Cashman	V0164621	07/12/22		30.56		30.56
								30.56		30.56
0106675	07/21/22	Void	0178521	Mara F. Galeno						
0106676	07/21/22	Outst	0001078	Joliet Junior College	V0164888	07/20/22		10,000.00		10,000.00
								10,000.00		10,000.00

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0106677	07/21/22	Outst	0060105	Michael Jonas	V0164862	07/14/22		1,005.88		1,005.88
					V0164863	07/14/22		1,095.00		1,095.00
								2,100.88		2,100.88
0106678	07/21/22	Outst	0193312	Kyra Leigh	V0164885	07/20/22		816.00		816.00
								816.00		816.00
0106679	07/21/22	Outst	0214957	Hailey Markworth	V0164877	06/30/22		75.00		75.00
								75.00		75.00
0106680	07/21/22	Outst	0183993	Dr. Shannon Martino	V0162692	05/10/22		72.44		72.44
								72.44		72.44
0106681	07/21/22	Outst	0182207	Mesirow Insurance Servic	V0164853	07/14/22		87,126.00		87,126.00
								87,126.00		87,126.00
0106682	07/21/22	Outst	0008134	Parkland College	V0164871	07/18/22		500.00		500.00
								500.00		500.00
0106683	07/21/22	Outst	0209667	Robert L. Salas	V0164884	07/20/22		294.00		294.00
								294.00		294.00
0106684	07/21/22	Outst	0199729	Miss Laura G. Valdez	V0164898	07/20/22		32.18		32.18
								32.18		32.18
0106685	07/21/22	Outst	0188213	First Midwest Bank	V0164530	06/30/22		199.00		199.00
					V0164905	06/01/22		180.22		180.22
					V0164909	06/30/22	B0004355	667.71		667.71
					V0164910	06/30/22	B0004355	115.00		115.00
					V0164911	06/30/22	B0004355	75.00		75.00
					V0164912	06/30/22	B0004040	7.91		7.91
					V0164913	06/30/22	P0011761	1,170.00		1,170.00
					V0164914	06/30/22	P0011865	10.00		10.00
					V0164915	06/30/22	P0011866	10.00		10.00
					V0164916	06/30/22	P0011836	588.00		588.00
					V0164917	06/30/22	P0011777	49.38		49.38
					V0164918	06/30/22	P0011867	10.00		10.00
					V0164919	06/30/22	P0011727	165.12		165.12
					V0164920	06/30/22	P0011784	682.00		682.00
					V0164921	06/30/22	P0011778	3,540.00		3,540.00
					V0164922	06/30/22	P0011796	128.98		128.98
					V0164923	06/30/22	P0011868	10.00		10.00

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					V0164924	06/30/22	P0011796	28.00		28.00
					V0164925	06/30/22	P0011841	280.59		280.59
					V0164926	06/30/22	P0011869	15.00		15.00
					V0164927	06/30/22	P0011816	762.00		762.00
					V0164929	06/30/22	P0011795	2,394.00		2,394.00
					V0164930	06/30/22	B0004138	150.00		150.00
					V0164931	06/30/22	P0011840	865.00		865.00
					V0164932	06/30/22	P0011844	787.60		787.60
					V0164933	06/30/22	P0011839	796.14		796.14
					V0164934	06/30/22	P0011843	470.10		470.10
					V0164935	06/30/22	P0011858	780.00		780.00
					V0164936	06/30/22	P0011844	27.10		27.10
					V0164937	06/30/22	P0011839	796.14		796.14
					V0164938	06/30/22	B0004651	250.00		250.00
					V0164939	06/30/22	P0011853	218.33		218.33
					V0164940	06/30/22	P0011854	260.01		260.01
					V0164941	06/30/22		235.00-		-235.00
								16,253.33		16,253.33
0106686	07/21/22	Outst	0188213	First Midwest Bank	V0164880	06/30/22		1,333.80		1,333.80
								1,333.80		1,333.80
0106687	07/21/22	Outst	0188213	First Midwest Bank	V0164881	06/30/22		1,425.00		1,425.00
								1,425.00		1,425.00
0106688	07/21/22	Outst	0188213	First Midwest Bank	V0164906	06/30/22		10,466.69		10,466.69
								10,466.69		10,466.69
0106689	07/28/22	Outst	0177469	Bright Start College Sav	V0165037	07/28/22		100.00		100.00
								100.00		100.00
0106690	07/28/22	Outst	0001422	CCCTU-Cope Fund	V0165038	07/28/22		109.00		109.00
								109.00		109.00
0106691	07/28/22	Outst	0001374	College & University Cre	V0165040	07/28/22		200.00		200.00
								200.00		200.00
0106692	07/28/22	Outst	0001371	Colonial Life & Accident	V0165041	07/28/22		12.00		12.00
								12.00		12.00
0106693	07/28/22	Outst	0191845	Metropolitan Alliance of	V0165042	07/28/22		238.50		238.50
								238.50		238.50

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0106694	07/28/22	Outst	0213771	Midland Credit Managemen	V0165043	07/28/22		293.39		293.39
								293.39		293.39
0106695	07/28/22	Outst	0101061	Morton College Faculty	V0165039	07/28/22		2.78		2.78
								2.78		2.78
0106696	07/28/22	Outst	0001372	Morton College Teachers	V0165045	07/28/22		1,686.61		1,686.61
								1,686.61		1,686.61
0106697	07/28/22	Outst	0001372	Morton College Teachers	V0165044	07/28/22		2,524.37		2,524.37
								2,524.37		2,524.37
0106698	07/28/22	Outst	0001513	SEIU Local 73 Cope	V0165047	07/28/22		38.00		38.00
								38.00		38.00
0106699	07/28/22	Outst	0001373	Service Employees Intl U	V0165048	07/28/22		350.09		350.09
								350.09		350.09
0106700	07/28/22	Outst	0001563	State Disbursement Unit	V0165049	07/28/22		50.00		50.00
					V0165050	07/28/22		961.71		961.71
								1,011.71		1,011.71
0106701	07/28/22	Outst	0156097	ACI Payments, Inc.	V0164958	06/30/22		3,243.61		3,243.61
								3,243.61		3,243.61
0106702	07/28/22	Outst	0209905	Teresa L. Alderman	V0164953	07/25/22		2,000.00		2,000.00
								2,000.00		2,000.00
0106703	07/28/22	Outst	0210003	Blue Cross Blue Shield o	V0164907	06/30/22		8,459.16		8,459.16
								8,459.16		8,459.16
0106704	07/28/22	Outst	0000995	Bureau Water/Sewer Town	V0164964	06/30/22		302.66		302.66
								302.66		302.66
0106705	07/28/22	Outst	0205722	Ms. Carla J. Fortuna	V0164956	07/25/22		98.48		98.48
								98.48		98.48

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0106706	07/28/22	Outst	0000724	Dr. Brian R. Gilligan	V0164961	07/25/22		72.00		72.00
								72.00		72.00
0106707	07/28/22	Outst	0168466	Ms. Patricia Haro	V0164883	06/30/22		425.00		425.00
								425.00		425.00
0106708	07/28/22	Outst	0157638	Ms. Alejandra Le	V0164962	07/25/22		226.54		226.54
								226.54		226.54
0106709	07/28/22	Outst	0003232	Ms. Lisa A. Mathelier	V0164600	07/11/22		149.90		149.90
								149.90		149.90
0106710	07/28/22	Outst	0215015	Nicky Avalo Studios, LLC	V0164977	07/26/22		250.00		250.00
								250.00		250.00
0106711	07/28/22	Outst	0007939	Mr. Armando Perez	V0164943	07/25/22		50.00		50.00
								50.00		50.00
0106712	07/28/22	Outst	0001872	Prairie Bluff Public Gol	V0164963	07/26/22		10,000.00		10,000.00
								10,000.00		10,000.00
0106713	07/28/22	Outst	0190167	Daniel K. Treadwell	V0163946	06/27/22		2,000.00		2,000.00
								2,000.00		2,000.00
0106714	07/28/22	Outst	0169985	Alcove Insights, LLC	V0164849	06/30/22		275.00		275.00
								275.00		275.00
0106715	07/28/22	Outst	0188188	Amazon Capital Services	V0164712	06/30/22	B0004646	296.22		296.22
					V0164942	06/30/22		939.23		939.23
					V0165077	07/27/22	P0011924	97.92		97.92
					V0165078	07/27/22	P0011915	71.47		71.47
					V0165086	07/27/22	P0011953	758.58		758.58
					V0165093	07/27/22	P0011920	94.03		94.03
					V0165114	07/27/22	B0004670	1,862.62		1,862.62
					V0165117	07/27/22	B0004761	103.73		103.73
					V0165118	07/27/22	B0004719	89.85		89.85
					V0165119	07/27/22	B0004748	318.43		318.43
					V0165120	07/27/22	B0004758	3,136.58		3,136.58
					V0165121	07/27/22	B0004756	82.45		82.45
					V0165123	07/27/22	B0004756	47.25		47.25
					V0165146	07/28/22	B0004761	30.95		30.95

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					V0165147	07/28/22	B0004761	96.42		96.42
								8,025.73		8,025.73
0106716	07/28/22	Outst	0000981	American Library Associa	V0165095	07/27/22	P0011928	870.00		870.00
								870.00		870.00
0106717	07/28/22	Outst	0209180	Archetype Innovations, L	V0165067	07/27/22	P0011914	200.00		200.00
					V0165068	07/27/22	P0011913	6,300.00		6,300.00
								6,500.00		6,500.00
0106718	07/28/22	Outst	0198820	Asure Software	V0165011	06/30/22	B0003998	131.99		131.99
								131.99		131.99
0106719	07/28/22	Outst	0196421	Balloons by Tommy	V0164861	06/30/22		655.00		655.00
					V0164866	06/30/22		495.00		495.00
								1,150.00		1,150.00
0106720	07/28/22	Outst	0209888	Vallene Becktel	V0165075	07/27/22	P0011903	325.00		325.00
								325.00		325.00
0106721	07/28/22	Outst	0214691	Bee Liner Lean Services	V0165022	06/30/22	B0004653	46,566.00		46,566.00
								46,566.00		46,566.00
0106722	07/28/22	Outst	0194510	Blades of Glory Inc	V0164856	06/30/22		700.00		700.00
					V0164857	06/30/22		700.00		700.00
					V0164858	06/30/22		700.00		700.00
					V0164859	06/30/22		700.00		700.00
					V0164864	06/30/22		700.00		700.00
					V0165110	07/27/22	B0004673	700.00		700.00
					V0165111	07/27/22	B0004673	700.00		700.00
					V0165112	07/27/22	B0004673	700.00		700.00
								5,600.00		5,600.00
0106723	07/28/22	Outst	0001466	5 Star Interpreting	V0164499	06/30/22		2,905.00		2,905.00
								2,905.00		2,905.00
0106724	07/28/22	Outst	0001466	5 Star Interpreting	V0164497	06/30/22		525.00		525.00
								525.00		525.00
0106725	07/28/22	Outst	0180821	Campuspeak, Inc.	V0165132	07/28/22	P0011957	4,500.00		4,500.00

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								4,500.00		4,500.00
0106726	07/28/22	Outst	0001923	CARLI	V0165094	07/27/22	P0011929	12,787.00		12,787.00
								12,787.00		12,787.00
0106727	07/28/22	Outst	0001593	CDW-Government, Inc	V0165033	06/30/22	P0011857	4,349.64		4,349.64
								4,349.64		4,349.64
0106728	07/28/22	Outst	0191577	Center for Research Libr	V0165097	07/27/22	P0011933	2,100.00		2,100.00
								2,100.00		2,100.00
0106729	07/28/22	Outst	0001195	Cintas Corporation	V0165036	07/27/22	B0004689	217.32		217.32
								217.32		217.32
0106730	07/28/22	Outst	0001485	Citibank, N.A.	V0164545	06/30/22		928.00		928.00
					V0164546	06/30/22		976.55		976.55
					V0164591	06/30/22		47.59		47.59
					V0164715	07/13/22		16.60		16.60
					V0164895	06/30/22		516.28		516.28
					V0164952	06/30/22		94.94		94.94
					V0165025	07/27/22	P0011921	3,993.05		3,993.05
					V0165026	06/30/22	P0011842	78.85		78.85
					V0165027	06/30/22	P0011820	500.10		500.10
					V0165028	06/30/22		83.71-		-83.71
								7,068.25		7,068.25
0106731	07/28/22	Outst	0211877	City Wide Facility Solut	V0165113	07/27/22	B0004755	3,795.00		3,795.00
					V0165122	07/27/22	B0004755	200.00		200.00
								3,995.00		3,995.00
0106732	07/28/22	Outst	0211153	Cleared4 Inc	V0165124	07/27/22	B0004754	50.36		50.36
								50.36		50.36
0106733	07/28/22	Outst	0204997	Clinical Pattern Recogni	V0165069	07/27/22	P0011912	4,056.00		4,056.00
								4,056.00		4,056.00
0106734	07/28/22	Outst	0201853	Club Automation, LLC	V0165144	07/01/22	B0004737	908.68		908.68
								908.68		908.68
0106735	07/28/22	Outst	0001752	Comcast	V0165106	07/27/22	B0004660	6.30		6.30
					V0165135	07/28/22	B0004768	81.42		81.42

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					V0165136	07/28/22	B0004660	194.85		194.85
								282.57		282.57
0106736	07/28/22	Outst	0001013	ComEd	V0165032	06/30/22	B0004508	137.65		137.65
					V0165137	07/28/22	B0004746	137.65		137.65
								275.30		275.30
0106737	07/28/22	Outst	0209459	Cornerstone Government A	V0165142	07/28/22	B0004729	14,000.00		14,000.00
								14,000.00		14,000.00
0106738	07/28/22	Outst	0001711	Demonica Kemper Architec	V0165012	06/30/22	B0004538	4,301.65		4,301.65
					V0165013	06/30/22	B0004538	4,563.90		4,563.90
					V0165014	06/30/22	B0004538	11,058.95		11,058.95
					V0165015	06/30/22	B0004538	1,300.00		1,300.00
					V0165016	06/30/22	B0004538	3,630.96		3,630.96
					V0165017	06/30/22	B0004538	21,350.11		21,350.11
					V0165018	06/30/22	B0004538	1,200.00		1,200.00
								47,405.57		47,405.57
0106739	07/28/22	Outst	0209578	DisposAll Waste Services	V0165141	07/28/22	B0004714	370.00		370.00
								370.00		370.00
0106740	07/28/22	Outst	0001642	Dramatists Play Service,	V0165021	06/30/22	P0011617	1,254.65		1,254.65
								1,254.65		1,254.65
0106741	07/28/22	Outst	0001508	EBSCO	V0165098	07/27/22	P0011934	28,343.06		28,343.06
								28,343.06		28,343.06
0106742	07/28/22	Outst	0205067	Effectv	V0164599	06/30/22		445.00		445.00
								445.00		445.00
0106743	07/28/22	Outst	0169651	Essential Education	V0165004	06/30/22	P0011798	4,983.33		4,983.33
								4,983.33		4,983.33
0106744	07/28/22	Outst	0197452	ExamSoft Worldwide, Inc.	V0165064	07/27/22	P0011919	3,829.95		3,829.95
								3,829.95		3,829.95
0106745	07/28/22	Outst	0001029	Fed Ex	V0165125	07/27/22	B0004750	8.39		8.39
								8.39		8.39

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0106746	07/28/22	Outst	0196370	FHEG Morton College Book	V0164850	06/30/22		445.00		445.00
					V0164851	06/30/22		33,066.75		33,066.75
								33,511.75		33,511.75
0106747	07/28/22	Outst	0001180	First Student Inc	V0165074	07/27/22	P0011899	700.00		700.00
								700.00		700.00
0106748	07/28/22	Void	0202852	Freepoint Energy Solutio						
0106749	07/28/22	Outst	0205565	Game One	V0165024	06/30/22	B0004533	213.99		213.99
								213.99		213.99
0106750	07/28/22	Outst	0205972	Gas Plus DBA Buddy Bear	V0165009	06/30/22	B0004023	107.94		107.94
								107.94		107.94
0106751	07/28/22	Outst	0215009	Anthony Giannini	V0165087	07/27/22	P0011944	525.00		525.00
								525.00		525.00
0106752	07/28/22	Outst	0213808	Gimmee Promos LLC	V0165008	06/30/22	P0011442	204.07		204.07
								204.07		204.07
0106753	07/28/22	Outst	0003203	ICCB	V0165088	07/27/22	P0011938	500.00		500.00
								500.00		500.00
0106754	07/28/22	Outst	0166259	Indiana University	V0165081	07/27/22	P0011945	2,760.00		2,760.00
								2,760.00		2,760.00
0106755	07/28/22	Outst	0002045	International Clinical E	V0165073	07/27/22	P0011902	720.00		720.00
								720.00		720.00
0106756	07/28/22	Outst	0193931	Johnson Controls Inc	V0165138	07/28/22	B0004707	295.14		295.14
								295.14		295.14
0106757	07/28/22	Outst	0001775	Jostens	V0164563	06/30/22		1,903.48		1,903.48
					V0164566	06/30/22		9.25		9.25
								1,912.73		1,912.73
0106758	07/28/22	Outst	0001890	Konica Minolta Bus Solut	V0165023	06/30/22	B0004007	7,875.00		7,875.00
								7,875.00		7,875.00

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0106759	07/28/22	Outst	0002233	Konica Minolta Premier F	V0165107	07/27/22	B0004662	654.91		654.91
								654.91		654.91
0106760	07/28/22	Outst	0002233	Konica Minolta Premier F	V0165108	07/27/22	B0004662	332.61		332.61
								332.61		332.61
0106761	07/28/22	Outst	0002233	Konica Minolta Premier F	V0165109	07/27/22	B0004662	777.63		777.63
								777.63		777.63
0106762	07/28/22	Outst	0188162	Lake County Press	V0165134	07/28/22	B0004767	470.00		470.00
								470.00		470.00
0106763	07/28/22	Outst	0169333	Liaison International, L	V0165072	07/27/22	P0011904	1,200.00		1,200.00
								1,200.00		1,200.00
0106764	07/28/22	Outst	0187728	Marquee Event Rentals	V0165006	06/30/22	P0011739	764.80		764.80
								764.80		764.80
0106765	07/28/22	Outst	0003320	Matco Tools	V0165010	06/30/22	P0011588	8.87		8.87
								8.87		8.87
0106766	07/28/22	Outst	0001289	Menards	V0165126	07/27/22	B0004692	82.72		82.72
								82.72		82.72
0106767	07/28/22	Outst	0001339	Minuteman Press of Lyons	V0165090	07/27/22	P0011941	153.00		153.00
								153.00		153.00
0106768	07/28/22	Outst	0001101	Music Theatre Int'l	V0164908	06/30/22		207.33		207.33
								207.33		207.33
0106769	07/28/22	Outst	0155602	NACTC	V0165070	07/27/22	P0011911	2,000.00		2,000.00
								2,000.00		2,000.00
0106770	07/28/22	Outst	0192210	NC-SARA	V0165089	07/27/22	P0011939	2,000.00		2,000.00
								2,000.00		2,000.00
0106771	07/28/22	Outst	0001118	NILRC	V0165052	07/27/22	B0004743	4,928.20		4,928.20

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					V0165055	07/27/22	B0004743	53.35		53.35
					V0165056	07/27/22	B0004743	3,213.52		3,213.52
					V0165096	07/27/22	P0011930	1,130.00		1,130.00
					V0165100	07/27/22	B0004743	1,933.20		1,933.20
					V0165101	07/27/22	B0004743	2,249.97		2,249.97
					V0165102	07/27/22	B0004743	3,449.78		3,449.78
								16,958.02		16,958.02
0106772	07/28/22	Outst	0189285	NurseTim, Inc	V0165131	07/28/22	P0011923	510.00		510.00
								510.00		510.00
0106773	07/28/22	Outst	0001121	O'Brien Cleaners	V0165020	06/30/22	B0004514	21.00		21.00
								21.00		21.00
0106774	07/28/22	Outst	0001338	Oak Hall Industries L.P.	V0165063	07/27/22	P0011926	906.50		906.50
								906.50		906.50
0106775	07/28/22	Outst	0002406	Paisans Pizza	V0164944	06/30/22		1,069.56		1,069.56
					V0164946	06/30/22		768.72		768.72
					V0164949	06/30/22		35.00		35.00
					V0164950	06/30/22		62.00		62.00
					V0164951	06/30/22		87.00		87.00
					V0164967	06/30/22		981.25		981.25
					V0165082	07/27/22	P0011946	105.40		105.40
					V0165083	07/27/22	P0011947	137.00		137.00
					V0165084	07/27/22	P0011948	105.40		105.40
					V0165085	07/27/22	P0011949	137.00		137.00
					V0165091	07/27/22	P0011943	74.25		74.25
								3,562.58		3,562.58
0106776	07/28/22	Outst	0214798	Paleteria Azteca #2	V0165002	07/27/22	P0011956	5,426.00		5,426.00
					V0165065	07/27/22	P0011917	1,350.50		1,350.50
								6,776.50		6,776.50
0106777	07/28/22	Outst	0214536	The Poetry Center	V0165076	07/27/22	P0011901	750.00		750.00
								750.00		750.00
0106778	07/28/22	Outst	0200163	Rave Wireless, Inc.	V0165133	07/28/22	B0004769	8,250.00		8,250.00
								8,250.00		8,250.00
0106779	07/28/22	Outst	0207398	Simucase, LLC	V0165066	07/27/22	P0011907	3,375.00		3,375.00
								3,375.00		3,375.00

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0106780	07/28/22	Outst	0157227	Staples Advantage	V0165062	07/27/22	P0011890	468.00		468.00
					V0165139	07/28/22	B0004665	303.78		303.78
					V0165140	07/28/22	B0004665	93.56		93.56
								865.34		865.34
0106781	07/28/22	Outst	0187642	Trane U.S. Inc	V0165019	06/30/22	B0004742	682.34		682.34
								682.34		682.34
0106782	07/28/22	Outst	0002530	Troy Group Inc	V0165001	06/30/22	P0011803	189.46		189.46
								189.46		189.46
0106783	07/28/22	Outst	0002095	Trugreen	V0165035	07/27/22	B0004701	712.00		712.00
					V0165145	07/28/22	B0004701	375.00		375.00
								1,087.00		1,087.00
0106784	07/28/22	Outst	0177074	Turnitin, LLC	V0165092	07/27/22	P0011885	13,579.65		13,579.65
								13,579.65		13,579.65
0106785	07/28/22	Outst	0213619	View Transit, LLC	V0165099	07/27/22	B0004765	2,000.00		2,000.00
								2,000.00		2,000.00
0106786	07/28/22	Outst	0200205	Visible Body	V0165071	07/27/22	P0011898	1,429.78		1,429.78
								1,429.78		1,429.78
0106787	07/28/22	Outst	0166312	Wells Fargo Equiptment F	V0165148	07/28/22	B0004766	1,248.00		1,248.00
								1,248.00		1,248.00
0106788	07/28/22	Outst	0001406	Wex Bank	V0165029	06/30/22	B0004641	70.33		70.33
					V0165030	06/30/22	B0004562	70.34		70.34
					V0165031	06/30/22	B0004068	70.34		70.34
								211.01		211.01
0106789	07/28/22	Outst	0007998	Wm. J. Cassidy Tire & Au	V0165143	07/28/22	B0004663	881.72		881.72
								881.72		881.72
0106790	07/28/22	Outst	0177607	YBP Library Services	V0165103	07/27/22	B0004747	60.78		60.78
					V0165104	07/27/22	B0004747	38.06		38.06
					V0165105	07/27/22	B0004747	36.48		36.48
								135.32		135.32

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0106804	07/28/22	Outst	0001333	Direct Fitness Solutions	V0164628	06/30/22		220.00		220.00
								220.00		220.00
0106805	07/28/22	Outst	0202852	Freepoint Energy Solutio	V0165003	06/30/22	B0004571	16,241.05		16,241.05
					V0165034	07/27/22	B0004738	16,241.04		16,241.04
								32,482.09		32,482.09
E0015647	07/06/22	Outst	0159466	Ms. Isabel Cervantes	V0164323	06/29/22		69.61		69.61
								69.61		69.61
E0015648	07/06/22	Outst	0206101	Kevin W. McManaman	V0164494	06/30/22		190.00		190.00
								190.00		190.00
E0015649	07/06/22	Outst	0209668	Nikolas Radenkovich	V0164490	07/01/22		10,000.00		10,000.00
								10,000.00		10,000.00
E0015650	07/06/22	Outst	0201801	Michael R. Traversa	V0164496	06/30/22		500.00		500.00
								500.00		500.00
E0015651	07/06/22	Outst	0212851	Get Moore Softball	V0164491	07/01/22		1,650.00		1,650.00
								1,650.00		1,650.00
E0015652	07/13/22	Outst	0212424	Kathryn M. Watkins	V0164618	06/30/22		887.50		887.50
					V0164619	06/30/22		36.62		36.62
					V0164632	07/12/22	B0004715	618.75		618.75
								1,542.87		1,542.87
E0015653	07/13/22	Outst	0207194	DD's Operations LLC	V0164624	06/30/22		393.75		393.75
					V0164625	07/12/22		236.25		236.25
								630.00		630.00
E0015654	07/13/22	Outst	0209062	Latinologues Inc	V0164699	07/13/22	B0004721	2,500.00		2,500.00
								2,500.00		2,500.00
E0015655	07/13/22	Outst	0156310	Scholar Buys LLC	V0163973	06/28/22	P0011776	186.58		186.58
								186.58		186.58
E0015656	07/13/22	Outst	0202517	Mr. Diego U. Aleman Sant	V0164581	07/07/22		461.80		461.80

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					V0164596	07/11/22		27.79		27.79
								489.59		489.59
E0015657	07/13/22	Outst	0182499	Mrs. Mary J. Buongiorno	V0163949	06/27/22		94.92		94.92
								94.92		94.92
E0015658	07/13/22	Outst	0162406	Mrs. Irina V. Cline	V0164615	07/01/22		620.50		620.50
								620.50		620.50
E0015659	07/13/22	Outst	0201072	Marcella Contreras	V0164564	06/30/22		200.00		200.00
								200.00		200.00
E0015660	07/13/22	Outst	0200047	Ms. Carissa Davis	V0163902	06/20/22		950.00		950.00
								950.00		950.00
E0015661	07/13/22	Outst	0209596	Ms. Anayeli Fuentes	V0164592	06/30/22		13.59		13.59
								13.59		13.59
E0015662	07/13/22	Outst	0191029	Tomas Garcia	V0164568	06/30/22		200.00		200.00
								200.00		200.00
E0015663	07/13/22	Outst	0000841	Mrs. Michelle C. Herrera	V0164544	07/06/22		76.98		76.98
								76.98		76.98
E0015664	07/13/22	Outst	0107686	Mrs. Blanca E. Jara	V0163979	06/28/22		41.54		41.54
					V0164593	07/11/22		5.20		5.20
					V0164594	07/11/22		10.37		10.37
					V0164595	07/11/22		46.78		46.78
					V0164603	07/11/22		1,223.00		1,223.00
								1,326.89		1,326.89
E0015665	07/13/22	Outst	0195487	Julian Lopez	V0164575	06/30/22		200.00		200.00
								200.00		200.00
E0015666	07/13/22	Outst	0162050	Ms Prairie L. Markussen	V0163554	06/06/22		624.47		624.47
								624.47		624.47
E0015667	07/13/22	Outst	0211634	Elisa McKinley	V0164609	06/30/22		2,750.00		2,750.00
					V0164610	07/12/22		2,750.00		2,750.00

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
								5,500.00		5,500.00
E0015668	07/13/22	Outst	0195455	Josemanuel Patino	V0164572	06/30/22		200.00		200.00
								200.00		200.00
E0015669	07/13/22	Outst	0144950	Edgar Rivera	V0164574	06/30/22		200.00		200.00
								200.00		200.00
E0015670	07/13/22	Outst	0209695	Jonathan Rush	V0164613	07/12/22		5,000.00		5,000.00
								5,000.00		5,000.00
E0015671	07/13/22	Outst	0181767	Ms Maria Sanchez Anderso	V0164604	07/12/22		500.00		500.00
								500.00		500.00
E0015672	07/13/22	Outst	0176638	Monica Sanchez-Torres	V0164561	06/30/22		23.98		23.98
								23.98		23.98
E0015673	07/13/22	Outst	0000808	Ms. Marisol Velazquez	V0164321	06/29/22		507.88		507.88
								507.88		507.88
E0015674	07/13/22	Outst	0209062	Latinologues Inc	V0164579	07/07/22		20,000.00		20,000.00
								20,000.00		20,000.00
E0015685	07/14/22	Outst	0001161	State Univ Retirement Sy	V0164827	07/14/22		73,565.61		73,565.61
								73,565.61		73,565.61
E0015686	07/14/22	Outst	0209135	Omni Financial Group, In	V0164822	07/14/22		8,716.10		8,716.10
								8,716.10		8,716.10
E0015687	07/20/22	Outst	0024766	Miriam V. Andablo	V0163634	06/14/22		30.00		30.00
					V0164492	07/01/22		3,500.00		3,500.00
								3,530.00		3,530.00
E0015688	07/20/22	Outst	0214784	Jeffrey Bambule	V0164867	07/18/22		6,000.00		6,000.00
								6,000.00		6,000.00
E0015689	07/20/22	Outst	0200455	Ms. Lauren Caruso	V0164875	07/18/22		14.99		14.99
								14.99		14.99

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015690	07/20/22	Outst	0002697	Dr. Keith McLaughlin	V0164854	07/14/22		1,860.91		1,860.91
								1,860.91		1,860.91
E0015691	07/20/22	Outst	0199309	Jason Nichols	V0164874	07/18/22		245.32		245.32
					V0164876	07/19/22		2,017.14		2,017.14
								2,262.46		2,262.46
E0015692	07/20/22	Outst	0209668	Nikolas Radenkovich	V0164869	06/30/22		213.00		213.00
								213.00		213.00
E0015693	07/20/22	Outst	0212851	Get Moore Softball	V0164868	07/18/22		107.63		107.63
					V0164873	07/18/22		2,500.00		2,500.00
								2,607.63		2,607.63
E0015704	07/27/22	Outst	0214537	Tiffany Melvin	V0165000	07/27/22	P0011900	500.00		500.00
								500.00		500.00
E0015705	07/27/22	Outst	0212424	Kathryn M. Watkins	V0164997	07/27/22	B0004715	2,493.31		2,493.31
								2,493.31		2,493.31
E0015706	07/27/22	Outst	0209950	Creativity Lives Here	V0164999	07/27/22	P0011955	950.00		950.00
								950.00		950.00
E0015707	07/27/22	Outst	0209062	Latinologues Inc	V0164998	07/27/22	B0004721	2,500.00		2,500.00
								2,500.00		2,500.00
E0015708	07/28/22	Outst	0162406	Mrs. Irina V. Cline	V0164896	07/01/22		441.11		441.11
								441.11		441.11
E0015709	07/28/22	Outst	0200047	Ms. Carissa Davis	V0164882	06/30/22		434.77		434.77
								434.77		434.77
E0015710	07/28/22	Outst	0213562	Ms. Murneka Davis	V0164894	07/20/22		115.31		115.31
								115.31		115.31
E0015711	07/28/22	Outst	0208811	Stephen Dowjotas	V0164955	07/25/22		4,250.00		4,250.00
								4,250.00		4,250.00

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015712	07/28/22	Outst	0000841	Mrs. Michelle C. Herrera	V0164975	07/26/22		115.99		115.99
								115.99		115.99
E0015713	07/28/22	Outst	0194548	Denisse R. Jara	V0164887	06/30/22		200.00		200.00
								200.00		200.00
E0015714	07/28/22	Outst	0122549	Manuel N. Jimenez	V0164976	07/26/22		109.91		109.91
								109.91		109.91
E0015715	07/28/22	Outst	0206101	Kevin W. McManaman	V0164965	07/26/22		489.97		489.97
					V0164973	07/26/22		2,500.00		2,500.00
								2,989.97		2,989.97
E0015716	07/28/22	Outst	0190911	Lissette Melgoza	V0164878	06/30/22		4,000.00		4,000.00
								4,000.00		4,000.00
E0015717	07/28/22	Outst	0197664	Ms. Claudia Mosqueda	V0164960	06/30/22		82.72		82.72
								82.72		82.72
E0015718	07/28/22	Outst	0199309	Jason Nichols	V0164957	07/25/22		557.86		557.86
								557.86		557.86
E0015719	07/28/22	Outst	0176638	Monica Sanchez-Torres	V0164616	06/30/22		70.28		70.28
								70.28		70.28
E0015720	07/28/22	Outst	0172945	Ms. Perla A. Santoyo	V0164974	07/26/22		35.99		35.99
								35.99		35.99
E0015721	07/28/22	Outst	0212851	Get Moore Softball	V0164966	07/26/22		461.01		461.01
								461.01		461.01
E0015722	07/28/22	Outst	0001161	State Univ Retirement Sy	V0165051	07/28/22		73,167.20		73,167.20
								73,167.20		73,167.20
E0015723	07/28/22	Outst	0209135	Omni Financial Group, In	V0165046	07/28/22		8,214.39		8,214.39
								8,214.39		8,214.39
								3,393,891.79		3,393,891.79

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	3,393,891.79	0.00
	01-0000-00000-110000000	General : Cash	0.00	3,393,891.79
			3,393,891.79	3,393,891.79

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of July 2022, be approved and/or ratified in the amount of $4,951,748 as listed on the attached sheet and supported by vouchers, invoices, purchase orders, and payroll registers, made available and referred to as necessary, and summarized as follows:

Current Funds (01),		
Cash Disbursements - Monthly	07/31/2022	3,393,892
Payroll	07/15/2022	758,815
Payroll	07/31/2022	759,020
Student Refunds	07/31/2022	40,021
		4,951,748
O&M Restricted Fund (03)		
Cash Disbursements - Monthly	07/31/2022	0
TOTAL ALL FUNDS		$4,951,748

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of $0 be approved as outlined on the attached Journal No. 0 entry dates attached hereto.

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

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

Morton College
Over 10K Report
July 2022

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
A&A Pro Services LLC	7/14/2022	0106528	EXEMPT	$13,500.00	Children's Day Care Room
All Pro Truck Driving School LLC	7/14/2022	0106530	7/7/2022	$12,112.50	instruction cdl
Amazon Capital Services	7/14/2022	0106532	EXEMPT	$18,824.45	Air Purifiers
Amazon Capital Services	7/28/2022	0106715	EXEMPT	$8,025.73	Amazon Order
Apple, Inc.	7/14/2022	0106534	EXEMPT	$34,992.00	AC+ Various Apple products
Ashlaur Construction Company, Inc.	7/14/2022	0106536	10/27/2021	$687,686.87	Student Services App 5
Bee Liner Lean Services	7/28/2022	0106721	4/27/2022	$46,566.00	App 2 Biology Lab Renovation
CARLI	7/28/2022	0106726	5/25/2022	$12,787.00	CARLI Membership renewal
CDW-Government, Inc	7/14/2022	0106548	5/25/2022	$174,158.41	NETAPP System Replacement
CDW-Government, Inc	7/28/2022	0106727	EXEMPT	$4,349.64	Barracuda Energize Update
Cornerstone Government Affairs, Inc.	7/28/2022	0106737	3/23/2022	$14,000.00	Gov. Relations Consulting July 2022
Del Galdo Law Group, LLC	7/14/2022	0106557	8/25/2021	$14,596.00	Attorney Fees
Demonica Kemper Architects	7/28/2022	0106738	11/17/2021	$47,405.57	Access Control & Security
EBSCO	7/28/2022	0106741	5/25/2022	$28,343.06	Annual journal renewal
Ellucian Inc.	7/14/2022	0106565	5/25/2022	$442,681.00	Ellucian Annual Maintenan
ERG International	7/14/2022	0106567	EXEMPT	$13,887.09	One Stop Furniture
FHEG Morton College Bookstore	7/14/2022	0106568	8/26/2020	$4,915.29	FA book charges
FHEG Morton College Bookstore	7/28/2022	0106746	8/26/2020	$33,511.75	Book purchase
First Midwest Bank	7/21/2022	0106685	EXEMPT	$16,253.33	ACCT INV.65254
First Midwest Bank	7/21/2022	0106686	EXEMPT	$1,333.80	Employee Thank you event
First Midwest Bank	7/21/2022	0106687	EXEMPT	$1,425.00	Employee TY event
First Midwest Bank	7/21/2022	0106688	EXEMPT	$10,466.69	6 chairs
Freepoint Energy Solutions, LLC.	7/28/2022	0106805	11/18/2020	$32,482.09	Energy Services
Illinois Public Risk Fund	7/14/2022	0106641	5/25/2022	$56,723.00	Annual WC Insurance
Insurance Program Managers Group, LLC	7/14/2022	0106642	5/25/2022	$165,229.00	Liability Insurance FY23
Jason Nichols	7/7/2022	0106510	7/7/2022	$15,000.00	WBB Coaching Stipend
Jason Nichols	7/20/2022	E0015691	EXEMPT	$2,262.46	Airfare
Jason Nichols	7/28/2022	E0015718	EXEMPT	$557.86	Airfare
Joliet Junior College	7/21/2022	0106676	7/7/2022	$10,000.00	IGEN FY23 Membership
Konica Minolta Bus Solut	7/14/2022	0106582	1/26/2022	$13,058.27	Student Record Scan
Konica Minolta Bus Solut	7/14/2022	0106582	12/15/2021	$20,488.47	Scanning
Konica Minolta Bus Solut	7/28/2022	0106758	EXEMPT	$7,875.00	Maintenenace Services
Krueger International Inc	7/14/2022	0106586	2/28/2022	$392,890.60	Hallway Furniture
Latinologues Inc	7/13/2022	E0015674	5/25/2022	$20,000.00	August LTM
Max Sports LLC	7/14/2022	0106590	7/7/2022	$21,770.00	Athletic Rental Facility
Mesirow Insurance Services, Inc	7/14/2022	0106593	5/25/2022	$11,250.00	July Quarterly Payment
Mesirow Insurance Services, Inc	7/14/2022	0106648	5/25/2022	$4,834.00	FY23 Public Official Bond
Mesirow Insurance Services, Inc	7/21/2022	0106681	5/25/2022	$87,126.00	Athletic insurance FY23
Michael Kautz Carpets & Flooring	7/14/2022	0106594	4/27/2022	$70,720.43	Wall Base Pay App 1
Nikolas Radenkovich	7/6/2022	E0015649	7/7/2022	$10,000.00	MBB Coaching Stipend
Nikolas Radenkovich	7/20/2022	E0015692	EXEMPT	$213.00	MBB Shoot Out
NILRC	7/28/2022	0106771	5/25/2022	$16,958.02	Annual Online Database
Omni Financial Group, Inc.	7/14/2022	E0015686	4/28/2021	$8,716.10	Payroll Deductions
Omni Financial Group, Inc.	7/28/2022	E0015723	4/28/2021	$8,214.39	Payroll Deductions
PeopleAdmin, Inc.	7/14/2022	0106600	EXEMPT	$17,160.55	PeopleAdmin Prfrmnc Mngmt
Prairie Bluff Public Golf Club	7/28/2022	0106712	EXEMPT	$10,000.00	Green Fees - Golf Outing
REX Electric and Technologies, LLC	7/14/2022	0106604	12/15/2021	$77,477.40	Pay App 1 Remodeling of 13 classrooms
State Univ Retirement Systems	7/14/2022	E0015685	EXEMPT	$73,565.61	Payroll Deductions
State Univ Retirement Systems	7/28/2022	E0015722	EXEMPT	$73,167.20	Payroll Deductions
Tri-Electronics, Inc.	7/14/2022	0106611	4/28/2021	$171,091.80	App 2 Security & Access Control Project
Turnitin, LLC	7/28/2022	0106784	EXEMPT	$13,579.65	FB Studio License
			Total Paid	**3,054,232.08**	

From: Mireya Perez
To: Board Materials
Subject: Fw: Action Item 8.1 for 8/24/2022 Board Meeting
Date: Tuesday, August 16, 2022 3:01:56 PM
Attachments: Board AS Totals 6.30.22.pdf
BT 6.30.22.pdf
Check Register 6.30.22.pdf
Over 10k Jun 2022.pdf
Outlook-3ookactf.png

Thank you,

Mireya Perez
Chief Financial Officer/Treasurer

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

www.morton.edu

Summer Hours: May 22, 2022 – August 13, 2022
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED



From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Tuesday, August 16, 2022 3:00 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.1 for 8/24/2022 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JUNE 2022 IN THE AMOUNT OF $3,679,445 AND BUDGET TRANSFERS IN THE AMOUNT OF $160,045 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of June 2022, be approved and/or ratified in the amount of $3,679,445 as listed on the attached sheet and supported by vouchers, invoices, purchase orders, and payroll registers, made available and referred to as necessary, and summarized as follows:

Current Funds (01),		
Cash Disbursements - Monthly	06/30/2022	895,091
Payroll	06/15/2022	778,262
Payroll	06/30/2022	758,368
Student Refunds	06/30/2022	201,361
		2,633,082
O&M Restricted Fund (03)		
Cash Disbursements - Monthly	06/30/2022	1,046,363
TOTAL ALL FUNDS		$3,679,445

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of $160,045 be approved as outlined on the attached Journal No. 1-3 entry dates attached hereto.

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

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

Morton College					
Budget Transfers					
June 2022					
		GL Account	**Description**	**Debit**	**Credit**
	1	06-3090-99164-590100300	Governor's Emerg Ed Relief Fund: Institutional Waiver		100,000
		06-3090-99164-540100205	Governor's Emerg Ed Relief Fund: Inst Equip < $5,000	100,000	
	2	06-1030-99120-520900005	Carl Perkins Grant: Employee Professional Dev		4,060
		06-1030-99120-550100005	Carl Perkins Grant: Meeting Expense		1,395
		06-1030-99120-540100205	Carl Perkins Grant: Inst Equip < $5,000		29,590
		06-1030-99120-540100200	Carl Perkins Grant: Instr Supplies	1,655	
		06-1030-99120-510600100	Carl Perkins Grant: Clerical	15,625	
		06-1030-99120-520800005	Carl Perkins Grant: SURS Medical Ins	4,060	
		06-1030-99120-530900000	Carl Perkins Grant: Other Contract Srvc	13,705	
	3	02-7090-00000-600000000	General: Contingency		10,000
		02-7010-70104-540100400	Heating & Air Cond: Maintenance Supplies		5,000
		02-7060-70114-570300000	Plant Utilities: Electricity		10,000
		02-7010-70102-530900000	Maintenance: Other Contract Services	25,000	
			Total Budget Transfers	**160,045**	**160,045**

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0106045	06/02/22	Recon	0214174	Almas Garden Floral Cout	V0163430	05/31/22		125.00		125.00
					V0163431	05/31/22		798.00		798.00
								923.00		923.00
0106046	06/02/22	Recon	0210003	Blue Cross Blue Shield o	V0163441	06/01/22		8,674.94		8,674.94
								8,674.94		8,674.94
0106047	06/02/22	Recon	0007779	CUPA-HR	V0163433	05/31/22		1,330.00		1,330.00
								1,330.00		1,330.00
0106048	06/02/22	Recon	0157430	Jerry Davis	V0163426	05/31/22		235.00		235.00
								235.00		235.00
0106049	06/02/22	Recon	0000762	Mr. George F. Fejt	V0163301	05/26/22		281.02		281.02
								281.02		281.02
0106050	06/02/22	Recon	0000724	Dr. Brian R. Gilligan	V0163225	05/24/22		169.00		169.00
					V0163437	05/31/22		50.00		50.00
								219.00		219.00
0106051	06/02/22	Void	0183159	INACSL						
0106052	06/02/22	Recon	0172876	Ms Heidi M. Lundquist	V0163331	05/26/22		300.00		300.00
								300.00		300.00
0106053	06/02/22	Recon	0209539	Thaddeus Moody	V0163276	05/26/22		4,000.00		4,000.00
								4,000.00		4,000.00
0106054	06/02/22	Recon	0205421	Kelsey C. Preston	V0163235	05/25/22		1,000.00		1,000.00
								1,000.00		1,000.00
0106055	06/02/22	Outst	0204718	Montserrat Tovar	V0163234	05/25/22		1,000.00		1,000.00
								1,000.00		1,000.00
0106056	06/02/22	Recon	0055604	Ana L. Valdez	V0163161	05/23/22		43.98		43.98
								43.98		43.98
0106125	06/09/22	Recon	0114943	Lizeth V. Arias Cardoso	V0163544	06/01/22		300.00		300.00
								300.00		300.00

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0106126	06/09/22	Recon	0184703	Michelle Bandera	V0163543	06/01/22		300.00		300.00
								300.00		300.00
0106127	06/09/22	Recon	0180284	CASH	V0163562	06/09/22		110.00		110.00
								110.00		110.00
0106128	06/09/22	Recon	0192108	Ms. Laurie Cashman	V0163545	06/02/22		500.00		500.00
								500.00		500.00
0106129	06/09/22	Recon	0202383	Flexible Benefit Service	V0163555	06/07/22		395.00		395.00
								395.00		395.00
0106130	06/09/22	Recon	0000788	Ms. Rosa I. Gutierrez	V0163549	06/02/22		425.00		425.00
								425.00		425.00
0106131	06/09/22	Outst	0093278	Lucero Huizar - Solis	V0163542	06/01/22		300.00		300.00
								300.00		300.00
0106132	06/09/22	Void	0211303	Kara Kennedy						
0106133	06/09/22	Recon	0183993	Dr. Shannon Martino	V0163540	06/01/22		129.00		129.00
								129.00		129.00
0106134	06/09/22	Recon	0166646	Roberto O. Olvera	V0163340	05/26/22		24.99		24.99
								24.99		24.99
0106135	06/09/22	Recon	0055604	Ana L. Valdez	V0148457	07/21/21		29.44		29.44
					V0155315	11/24/21		37.46		37.46
					V0162660	05/09/22		29.85		29.85
					V0162686	05/10/22		17.88		17.88
								114.63		114.63
0106137	06/15/22	Recon	0177469	Bright Start College Sav	V0163710	06/15/22		100.00		100.00
								100.00		100.00
0106138	06/15/22	Outst	0001422	CCCTU-Cope Fund	V0163711	06/15/22		109.00		109.00
								109.00		109.00

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0106139	06/15/22	Recon	0001374	College & University Cre	V0163713	06/15/22		200.00		200.00
								200.00		200.00
0106140	06/15/22	Recon	0001371	Colonial Life & Accident	V0163714	06/15/22		12.00		12.00
								12.00		12.00
0106141	06/15/22	Recon	0191845	Metropolitan Alliance of	V0163715	06/15/22		267.50		267.50
								267.50		267.50
0106142	06/15/22	Recon	0213771	Midland Credit Managemen	V0163716	06/15/22		293.39		293.39
								293.39		293.39
0106143	06/15/22	Outst	0101061	Morton College Faculty	V0163712	06/15/22		2.78		2.78
								2.78		2.78
0106144	06/15/22	Outst	0001372	Morton College Teachers	V0163718	06/15/22		1,618.82		1,618.82
								1,618.82		1,618.82
0106145	06/15/22	Outst	0001372	Morton College Teachers	V0163717	06/15/22		2,563.72		2,563.72
								2,563.72		2,563.72
0106146	06/15/22	Recon	0001513	SEIU Local 73 Cope	V0163720	06/15/22		9.00		9.00
								9.00		9.00
0106147	06/15/22	Recon	0001373	Service Employees Intl U	V0163721	06/15/22		377.02		377.02
								377.02		377.02
0106148	06/15/22	Recon	0001563	State Disbursement Unit	V0163722	06/15/22		50.00		50.00
					V0163723	06/15/22		961.71		961.71
								1,011.71		1,011.71
0106149	06/15/22	Recon	0190089	3OE Solutions	V0163737	06/14/22	B0004384	4,333.00		4,333.00
								4,333.00		4,333.00
0106150	06/15/22	Recon	0209709	Accurate Employment Scre	V0163727	06/14/22	B0004349	1,558.64		1,558.64
								1,558.64		1,558.64
0106151	06/15/22	Recon	0206735	All Pro Truck Driving Sc	V0163755	06/14/22	P0011753	7,097.50		7,097.50

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								7,097.50		7,097.50
0106152	06/15/22	Recon	0190802	All-Types Elevators Inc	V0163620	06/13/22	B0004506	548.00		548.00
								548.00		548.00
0106153	06/15/22	Recon	0188188	Amazon Capital Services	V0163572	06/09/22	B0004414	12.99		12.99
					V0163574	06/09/22	B0004414	47.97		47.97
					V0163575	06/09/22	B0004414	28.95		28.95
					V0163576	06/09/22	B0004590	92.98		92.98
					V0163577	06/09/22	B0004609	442.03		442.03
					V0163578	06/09/22	B0004610	561.92		561.92
					V0163579	06/09/22	B0004097	189.77		189.77
					V0163590	06/13/22	P0011725	69.63		69.63
					V0163591	06/13/22	B0004630	161.53		161.53
					V0163622	06/13/22	B0004605	933.34		933.34
					V0163623	06/13/22	B0004598	990.07		990.07
					V0163624	06/13/22	B0004414	385.01		385.01
					V0163625	06/13/22	B0004414	63.15		63.15
					V0163626	06/13/22	B0004605	3,015.79		3,015.79
					V0163636	06/14/22	B0004604	9.99		9.99
					V0163638	06/14/22	B0004625	2,205.35		2,205.35
					V0163639	06/14/22	B0004625	142.29		142.29
					V0163675	06/14/22	B0004579	69.90		69.90
					V0163676	06/14/22	B0004590	556.75		556.75
					V0163677	06/14/22	B0004455	28.96		28.96
					V0163678	06/14/22	B0004455	29.17		29.17
					V0163679	06/14/22	P0011679	972.12		972.12
					V0163687	06/14/22	B0004271	184.78		184.78
					V0163689	06/14/22	B0004597	342.07		342.07
					V0163690	06/14/22	B0004596	476.43		476.43
					V0163691	06/14/22	B0004595	955.45		955.45
					V0163692	06/14/22	B0004594	907.96		907.96
					V0163696	06/14/22	B0004605	310.80		310.80
					V0163700	06/14/22	B0004605	752.38		752.38
					V0163701	06/14/22	B0004625	141.73		141.73
					V0163749	06/14/22	P0011685	161.92		161.92
					V0163780	06/15/22	P0011726	429.00		429.00
					V0163792	06/15/22	P0011618	229.20		229.20
					V0163814	06/15/22	P0011760	4,594.00		4,594.00
					V0163816	06/15/22	P0011718	170.89		170.89
					V0163824	06/15/22	P0011758	27.98		27.98
					V0163830	06/15/22	P0011725	285.16		285.16
					V0163832	06/15/22	P0011709	993.20		993.20
					V0163835	06/15/22	P0011708	159.79		159.79
					V0163845	06/15/22	P0011756	360.26		360.26
								22,492.66		22,492.66
0106154	06/15/22	Recon	0000971	American Red Cross	V0163828	06/15/22	P0011793	972.00		972.00

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								972.00		972.00
0106155	06/15/22	Recon	0000977	Apple, Inc.	V0163592	06/13/22	B0004591	2,798.00		2,798.00
					V0163593	06/13/22	B0004591	1,428.00		1,428.00
					V0163764	06/15/22	B0004615	505.00		505.00
								4,731.00		4,731.00
0106156	06/15/22	Recon	0001490	Arc One Electric	V0163751	06/14/22	P0011766	750.00		750.00
					V0163829	06/15/22	P0011774	1,681.69		1,681.69
								2,431.69		2,431.69
0106157	06/15/22	Recon	0199647	ASE Education Foundation	V0163747	06/14/22	P0011636	850.00		850.00
								850.00		850.00
0106158	06/15/22	Recon	0212015	Ashlaur Construction Com	V0163569	06/09/22	B0004242	312,211.44		312,211.44
								312,211.44		312,211.44
0106159	06/15/22	Recon	0000973	AT&T	V0163666	06/14/22	B0004494	2,835.82		2,835.82
								2,835.82		2,835.82
0106160	06/15/22	Recon	0001953	AT&T Mobility	V0163589	06/13/22	B0003987	50.49		50.49
								50.49		50.49
0106161	06/15/22	Recon	0001953	AT&T Mobility	V0163583	06/13/22	B0004038	2,102.00		2,102.00
								2,102.00		2,102.00
0106162	06/15/22	Recon	0156646	ATI Nursing Education	V0163746	06/14/22	P0011722	8,320.00		8,320.00
								8,320.00		8,320.00
0106163	06/15/22	Recon	0196421	Balloons by Tommy	V0163799	06/15/22	P0011569	3,496.00		3,496.00
								3,496.00		3,496.00
0106164	06/15/22	Recon	0211963	Beat the Streets Chicago	V0163791	06/15/22	P0011719	1,000.00		1,000.00
								1,000.00		1,000.00
0106165	06/15/22	Recon	0183673	BKD, LLP	V0163840	06/15/22	P0011799	5,000.00		5,000.00
								5,000.00		5,000.00
0106166	06/15/22	Recon	0194510	Blades of Glory Inc	V0163642	06/14/22	B0004623	700.00		700.00

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					V0163649	06/14/22	B0004623	6,640.00		6,640.00
								7,340.00		7,340.00
0106167	06/15/22	Recon	0213653	Blinds Gallery	V0163654	06/14/22	B0004482	1,464.00		1,464.00
								1,464.00		1,464.00
0106168	06/15/22	Recon	0213459	Bohm Consulting LLC	V0163594	06/13/22	B0004501	3,666.00		3,666.00
								3,666.00		3,666.00
0106169	06/15/22	Recon	0166207	BSA	V0163650	06/14/22	B0004621	2,064.33		2,064.33
					V0163651	06/14/22	B0004621	1,986.41		1,986.41
								4,050.74		4,050.74
0106170	06/15/22	Recon	0206652	Cajan Laundry II, LLC	V0163825	06/15/22	P0011781	72.75		72.75
								72.75		72.75
0106171	06/15/22	Recon	0001593	CDW-Government, Inc	V0163743	06/14/22	P0011629	1,599.58		1,599.58
					V0163805	06/15/22	B0004584	1,242.98		1,242.98
					V0163819	06/15/22	P0011671	16,044.00		16,044.00
					V0163836	06/15/22	P0011762	2,011.50		2,011.50
								20,898.06		20,898.06
0106172	06/15/22	Recon	0209352	Certified Laboratories	V0163766	06/15/22	B0004640	504.36		504.36
								504.36		504.36
0106173	06/15/22	Recon	0183624	Chicago White Sox	V0163758	06/14/22	P0011741	1,000.00		1,000.00
								1,000.00		1,000.00
0106174	06/15/22	Outst	0199524	Choice Reviews	V0163748	06/14/22	P0011664	668.00		668.00
								668.00		668.00
0106175	06/15/22	Recon	0001713	Cicero Landscape Inc.	V0163695	06/14/22	B0003982	1,200.00		1,200.00
								1,200.00		1,200.00
0106176	06/15/22	Recon	0001195	Cintas Corporation	V0163618	06/13/22	B0003975	112.59		112.59
								112.59		112.59
0106177	06/15/22	Recon	0001195	Cintas Corporation	V0163614	06/13/22	B0004560	171.26		171.26
					V0163688	06/14/22	B0004560	171.26		171.26

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								342.52		342.52
0106178	06/15/22	Recon	0211877	City Wide Facility Solut	V0163731	06/14/22	B0004222	200.00		200.00
								200.00		200.00
0106179	06/15/22	Recon	0201853	Club Automation, LLC	V0163733	06/14/22	B0004042	908.68		908.68
								908.68		908.68
0106180	06/15/22	Recon	0001752	Comcast	V0163656	06/14/22	B0004445	191.32		191.32
								191.32		191.32
0106181	06/15/22	Recon	0209459	Cornerstone Government A	V0163762	06/14/22	P0011732	14,000.00		14,000.00
								14,000.00		14,000.00
0106182	06/15/22	Recon	0212349	Del's Moving Inc	V0163604	06/13/22	B0004512	950.00		950.00
								950.00		950.00
0106183	06/15/22	Recon	0001019	Demco Inc	V0163588	06/13/22	P0011731	84.84		84.84
								84.84		84.84
0106184	06/15/22	Recon	0000989	Dick Blick	V0163735	06/14/22	B0004577	903.90		903.90
					V0163736	06/14/22	B0004575	462.56		462.56
					V0163738	06/14/22	B0004576	879.18		879.18
					V0163739	06/14/22	B0004574	758.09		758.09
								3,003.73		3,003.73
0106185	06/15/22	Recon	0213972	Digitsole US Inc	V0163765	06/15/22	P0011503	4,452.00		4,452.00
								4,452.00		4,452.00
0106186	06/15/22	Recon	0208992	Direct Energy Business	V0163694	06/14/22	B0004500	4,093.73		4,093.73
								4,093.73		4,093.73
0106187	06/15/22	Recon	0209578	DisposAll Waste Services	V0163641	06/14/22	B0003964	275.00		275.00
								275.00		275.00
0106188	06/15/22	Recon	0182724	Dyopath LLC	V0163628	06/13/22	B0004011	7,750.00		7,750.00
								7,750.00		7,750.00
0106189	06/15/22	Recon	0205067	Effectv	V0163786	06/15/22	P0011713	1,838.50		1,838.50

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					V0163787	06/15/22	P0011714	1,771.25		1,771.25
					V0163788	06/15/22	P0011715	1,748.00		1,748.00
					V0163789	06/15/22	P0011716	2,191.50		2,191.50
								7,549.25		7,549.25
0106190	06/15/22	Recon	0002185	Ellucian Inc.	V0163598	06/13/22	B0004633	699.00		699.00
					V0163606	06/13/22	B0004573	1,171.50		1,171.50
					V0163607	06/13/22	B0004573	3,000.00		3,000.00
								4,870.50		4,870.50
0106191	06/15/22	Recon	0212760	F.E. Moran, Inc.	V0163568	06/09/22	B0004544	93,340.80		93,340.80
								93,340.80		93,340.80
0106192	06/15/22	Recon	0001029	Fed Ex	V0163580	06/09/22	B0003947	47.99		47.99
					V0163586	06/13/22	B0003947	46.63		46.63
								94.62		94.62
0106193	06/15/22	Recon	0157592	First Communications	V0163640	06/14/22	B0004635	349.03		349.03
								349.03		349.03
0106194	06/15/22	Outst	0188213	First Midwest Bank	V0163851	06/15/22	P0011765	80.00		80.00
					V0163852	06/15/22	P0011755	962.72		962.72
					V0163853	06/15/22	B0004540	151.60		151.60
					V0163854	06/15/22	P0011786	5,596.29		5,596.29
					V0163855	06/15/22	B0004355	630.00		630.00
					V0163856	06/15/22	P0011786	848.94		848.94
					V0163857	06/15/22	B0004040	6.93		6.93
					V0163858	06/15/22	P0011619	2,841.41		2,841.41
					V0163859	06/15/22	P0011604	450.00		450.00
					V0163860	06/15/22	B0004355	115.00		115.00
					V0163861	06/15/22	P0011639	770.37		770.37
					V0163862	06/15/22		262.50-		-262.50
					V0163863	06/15/22		59.00-		-59.00
					V0163864	06/15/22	P0011628	4,000.00		4,000.00
					V0163865	06/15/22	P0011644	240.00		240.00
					V0163866	06/15/22	B0004138	150.00		150.00
					V0163867	06/15/22	P0011673	618.00		618.00
					V0163868	06/15/22	P0011743	291.47		291.47
					V0163869	06/15/22	B0004355	75.00		75.00
					V0163870	06/15/22	P0011704	864.19		864.19
					V0163871	06/15/22	P0011653	142.37		142.37
					V0163872	06/15/22	P0011780	708.74		708.74
					V0163873	06/15/22	P0011669	125.61		125.61
					V0163874	06/15/22	P0011775	975.00		975.00
					V0163875	06/15/22	P0011703	854.36		854.36

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					V0163876	06/15/22	P0011744	350.24		350.24
					V0163877	06/15/22	P0011686	59.73		59.73
					V0163881	06/15/22	P0011683	160.00		160.00
					V0163886	06/15/22	P0011723	4,680.00		4,680.00
					V0163888	06/15/22	P0011751	128.89		128.89
								26,555.36		26,555.36
0106195	06/15/22	Recon	0001180	First Student Inc	V0163785	06/15/22	P0011537	1,025.00		1,025.00
								1,025.00		1,025.00
0106196	06/15/22	Recon	0001033	Fisher Scientific Compan	V0163838	06/15/22	P0011655	39.18		39.18
					V0163839	06/15/22	P0011655	76.54		76.54
								115.72		115.72
0106197	06/15/22	Recon	0010970	Florida Atlantic Univers	V0163757	06/14/22	P0011749	6,237.00		6,237.00
								6,237.00		6,237.00
0106198	06/15/22	Recon	0001037	Fox Valley Fire & Safety	V0163734	06/14/22	B0004035	4,030.00		4,030.00
								4,030.00		4,030.00
0106199	06/15/22	Recon	0205972	Gas Plus DBA Buddy Bear	V0163605	06/13/22	B0004023	107.94		107.94
								107.94		107.94
0106200	06/15/22	Recon	0161549	Heartland Business Syste	V0163767	06/15/22	B0004639	12,521.63		12,521.63
								12,521.63		12,521.63
0106201	06/15/22	Recon	0210378	Hinckley Springs	V0163699	06/14/22	B0004112	64.37		64.37
								64.37		64.37
0106202	06/15/22	Recon	0001381	Home Depot/GECF	V0163655	06/14/22	B0004580	22.44		22.44
					V0163660	06/14/22	B0004580	19.25-		-19.25
					V0163661	06/14/22	B0004580	3,196.81		3,196.81
					V0163662	06/14/22	B0004580	62.39		62.39
					V0163663	06/14/22	B0004580	147.76		147.76
					V0163664	06/14/22	B0004580	55.68		55.68
					V0163665	06/14/22	B0004502	44.90		44.90
								3,510.73		3,510.73
0106203	06/15/22	Recon	0001061	ICCTA	V0163741	06/14/22	P0011746	160.00		160.00
					V0163742	06/14/22	P0011712	235.00		235.00
								395.00		395.00

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0106204	06/15/22	Recon	0195156	iHeartMedia	V0163587	06/13/22	B0004473	5,050.00		5,050.00
								5,050.00		5,050.00
0106205	06/15/22	Recon	0001647	Iron Mountain	V0163627	06/13/22	B0004006	587.25		587.25
								587.25		587.25
0106206	06/15/22	Recon	0001775	Jostens	V0163759	06/14/22	P0011740	2,467.50		2,467.50
					V0163793	06/15/22	P0011695	52.95		52.95
					V0163794	06/15/22	P0011696	33.05		33.05
					V0163795	06/15/22	P0011697	79.48		79.48
					V0163802	06/15/22	P0011555	72.00		72.00
					V0163803	06/15/22	P0011556	7,148.25		7,148.25
					V0163804	06/15/22	P0011557	42.80		42.80
								9,896.03		9,896.03
0106207	06/15/22	Recon	0213750	JourneyEd.com, Inc	V0163813	06/15/22	P0011700	197.75		197.75
					V0163820	06/15/22	P0011382	62,799.59		62,799.59
								62,997.34		62,997.34
0106208	06/15/22	Recon	0001080	Keen Edge Co	V0163599	06/13/22	B0004632	93.42		93.42
					V0163600	06/13/22	B0004632	204.12		204.12
					V0163652	06/14/22	B0004619	91.13		91.13
					V0163653	06/14/22		28.06-		-28.06
					V0163698	06/14/22	B0004608	95.47		95.47
								456.08		456.08
0106209	06/15/22	Recon	0213542	Keeper Goals	V0163774	06/15/22	P0011735	8,800.00		8,800.00
					V0163775	06/15/22	P0011735	24,084.00		24,084.00
								32,884.00		32,884.00
0106210	06/15/22	Recon	0001890	Konica Minolta Bus Solut	V0163608	06/13/22	B0004269	10,618.49		10,618.49
					V0163609	06/13/22	B0004269	14,027.51		14,027.51
					V0163610	06/13/22	B0004269	10,941.02		10,941.02
					V0163611	06/13/22	B0004269	6,260.87		6,260.87
					V0163612	06/13/22	B0004269	10,587.65		10,587.65
					V0163613	06/13/22	B0004269	281.17		281.17
					V0163615	06/13/22	B0004362	1,496.85		1,496.85
					V0163616	06/13/22	B0004362	14,138.60		14,138.60
					V0163848	06/15/22	B0004007	7,875.00		7,875.00
								76,227.16		76,227.16
0106211	06/15/22	Recon	0002233	Konica Minolta Premier F	V0163570	06/09/22	B0004008	2,897.00		2,897.00

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								2,897.00		2,897.00
0106212	06/15/22	Recon	0002233	Konica Minolta Premier F	V0163571	06/09/22	B0004008	125.17		125.17
								125.17		125.17
0106213	06/15/22	Recon	0002233	Konica Minolta Premier F	V0163669	06/14/22	B0004008	451.00		451.00
								451.00		451.00
0106214	06/15/22	Recon	0188162	Lake County Press	V0163680	06/14/22	B0004413	810.00		810.00
					V0163681	06/14/22	B0004413	338.00		338.00
					V0163682	06/14/22	B0004413	310.00		310.00
					V0163683	06/14/22	B0004413	459.00		459.00
					V0163684	06/14/22	B0004413	6,195.00		6,195.00
					V0163685	06/14/22	B0004413	568.00		568.00
					V0163686	06/14/22	B0004413	464.00		464.00
								9,144.00		9,144.00
0106215	06/15/22	Recon	0156686	Latino Express, Inc	V0163846	06/15/22	P0011706	300.00		300.00
								300.00		300.00
0106216	06/15/22	Recon	0170021	McGraw-Hill School Educa	V0163777	06/15/22	P0011613	3,839.71		3,839.71
								3,839.71		3,839.71
0106217	06/15/22	Recon	0001763	Mecor, Inc.	V0163729	06/14/22	B0004592	408.00		408.00
								408.00		408.00
0106218	06/15/22	Recon	0001419	Medline Industries Inc	V0163693	06/14/22	B0004513	530.91		530.91
					V0163744	06/14/22	P0011609	600.64		600.64
								1,131.55		1,131.55
0106219	06/15/22	Recon	0001289	Menards	V0163708	06/14/22	B0003977	77.76		77.76
					V0163709	06/14/22	B0003977	148.11		148.11
					V0163725	06/14/22	B0003977	26.97		26.97
								252.84		252.84
0106220	06/15/22	Recon	0194501	Michael Kautz Carpets &	V0163674	06/14/22	B0004041	18,803.50		18,803.50
								18,803.50		18,803.50
0106221	06/15/22	Outst	0214397	MMNTM, LLC	V0163771	06/15/22	P0011734	2,738.25		2,738.25
					V0163772	06/15/22	P0011733	5,822.25		5,822.25
					V0163790	06/15/22	P0011717	2,410.50		2,410.50

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								10,971.00		10,971.00
0106222	06/15/22	Outst	0001871	NACE	V0163844	06/15/22	P0011763	455.00		455.00
								455.00		455.00
0106223	06/15/22	Recon	0208793	NAPA Auto Parts	V0163657	06/14/22	B0004631	41.99		41.99
					V0163658	06/14/22	B0004631	54.06-		-54.06
					V0163659	06/14/22	B0004631	31.38		31.38
								19.31		19.31
0106224	06/15/22	Recon	0201589	NCCR Metals, Inc	V0163833	06/15/22	P0011678	993.28		993.28
					V0163834	06/15/22	P0011677	985.25		985.25
								1,978.53		1,978.53
0106225	06/15/22	Recon	0001113	New Readers Press	V0163797	06/15/22	P0011672	3,182.62		3,182.62
								3,182.62		3,182.62
0106226	06/15/22	Recon	0208924	Nicor Gas	V0163672	06/14/22	B0004000	2,479.06		2,479.06
								2,479.06		2,479.06
0106227	06/15/22	Recon	0001121	O'Brien Cleaners	V0163776	06/15/22	P0011710	144.00		144.00
					V0163841	06/15/22	P0011788	18.00		18.00
								162.00		162.00
0106228	06/15/22	Recon	0002406	Paisans Pizza	V0163760	06/14/22	P0011738	720.00		720.00
					V0163782	06/15/22	P0011728	142.00		142.00
					V0163783	06/15/22	P0011729	107.00		107.00
					V0163784	06/15/22	P0011730	219.00		219.00
					V0163798	06/15/22	P0011691	275.25		275.25
					V0163809	06/15/22	P0011791	92.99		92.99
					V0163810	06/15/22	P0011791	72.20		72.20
					V0163812	06/15/22	P0011791	276.00		276.00
					V0163827	06/15/22	P0011789	13.00		13.00
					V0163847	06/15/22	P0011353	685.00		685.00
								2,602.44		2,602.44
0106229	06/15/22	Recon	0205866	Party People Entertainme	V0163808	06/15/22	P0011790	3,800.00		3,800.00
								3,800.00		3,800.00
0106230	06/15/22	Recon	0001128	Pasco Scientific	V0163806	06/15/22	P0011559	862.00		862.00
					V0163821	06/15/22	P0011439	415.00		415.00
								1,277.00		1,277.00

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0106231	06/15/22	Recon	0001446	Pearson	V0163778	06/15/22	P0011646	365.07		365.07
								365.07		365.07
0106232	06/15/22	Recon	0001131	Phi Theta Kappa	V0163849	06/15/22	P0011562	65.00		65.00
					V0163850	06/15/22	P0011563	195.00		195.00
								260.00		260.00
0106233	06/15/22	Recon	0214249	PYT Sports, Inc	V0163761	06/14/22	P0011736	7,515.00		7,515.00
								7,515.00		7,515.00
0106234	06/15/22	Recon	0001802	Robert R. Andreas & Sons	V0163596	06/13/22	P0011773	17,187.00		17,187.00
					V0163597	06/13/22	P0011773	17,187.00		17,187.00
								34,374.00		34,374.00
0106235	06/15/22	Outst	0214392	Schelli Reporting Servic	V0163756	06/14/22	P0011750	449.35		449.35
								449.35		449.35
0106236	06/15/22	Recon	0156310	Scholar Buys LLC	V0163823	06/15/22	P0011792	611.40		611.40
								611.40		611.40
0106237	06/15/22	Recon	0001742	Scout Electric Supply Co	V0163769	06/15/22	B0004637	379.50		379.50
					V0163770	06/15/22	B0004636	420.00		420.00
								799.50		799.50
0106238	06/15/22	Recon	0001967	Shaw Media	V0163671	06/14/22	B0003956	1,199.00		1,199.00
								1,199.00		1,199.00
0106239	06/15/22	Recon	0000965	Sigma-Aldrich Inc	V0163750	06/14/22	P0011659	251.11		251.11
								251.11		251.11
0106240	06/15/22	Recon	0208071	Signature Transportation	V0163730	06/14/22	P0011484	1,250.00		1,250.00
								1,250.00		1,250.00
0106241	06/15/22	Recon	0001156	Smithereen Exterminating	V0163670	06/14/22	B0003973	186.00		186.00
								186.00		186.00
0106242	06/15/22	Recon	0001157	Snap-On Industrial	V0163702	06/14/22	B0004600	90.00		90.00
					V0163703	06/14/22	B0004600	95.00		95.00

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					V0163704	06/14/22	B0004600	90.00		90.00
					V0163705	06/14/22	B0004600	90.00		90.00
					V0163706	06/14/22	B0004600	195.00		195.00
								560.00		560.00
0106243	06/15/22	Recon	0157227	Staples Advantage	V0163619	06/13/22	P0011752	36.79		36.79
					V0163621	06/13/22	B0004517	38.49		38.49
					V0163697	06/14/22	B0004613	14.58		14.58
					V0163707	06/14/22	B0004593	263.06		263.06
					V0163728	06/14/22	B0004593	213.13		213.13
					V0163753	06/14/22	P0011752	129.63		129.63
					V0163754	06/14/22	P0011752	348.00		348.00
					V0163826	06/15/22	P0011785	48.92		48.92
					V0163843	06/15/22	P0011757	96.55		96.55
								1,189.15		1,189.15
0106244	06/15/22	Recon	0002889	Suburban Door Check & Lo	V0163768	06/15/22	B0004638	235.75		235.75
								235.75		235.75
0106245	06/15/22	Recon	0001454	Superior Awards	V0163796	06/15/22	P0011698	681.00		681.00
								681.00		681.00
0106246	06/15/22	Outst	0155715	Technology Management Re	V0163646	06/14/22	B0004009	1,141.05		1,141.05
					V0163648	06/14/22	B0004009	1,141.05		1,141.05
								2,282.10		2,282.10
0106247	06/15/22	Recon	0214009	TraceSecurity, LLC	V0163667	06/14/22	B0004618	1,050.00		1,050.00
					V0163668	06/14/22	B0004618	17,010.00		17,010.00
								18,060.00		18,060.00
0106248	06/15/22	Recon	0002530	Troy Group Inc	V0163842	06/15/22	P0011702	2,987.22		2,987.22
								2,987.22		2,987.22
0106249	06/15/22	Recon	0002095	Trugreen	V0163643	06/14/22	B0004488	712.00		712.00
								712.00		712.00
0106250	06/15/22	Recon	0000974	Verizon Wireless	V0163726	06/14/22	B0003968	28.29		28.29
								28.29		28.29
0106251	06/15/22	Recon	0001703	Vernier Software & Techn	V0163745	06/14/22	P0011191	24.00		24.00
								24.00		24.00

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0106252	06/15/22	Recon	0166312	Wells Fargo Equiptment F	V0163582	06/13/22	B0003991	1,248.00		1,248.00
								1,248.00		1,248.00
0106253	06/15/22	Outst	0169532	Wilpen Environmental Ser	V0163837	06/15/22	P0011662	500.00		500.00
								500.00		500.00
0106254	06/15/22	Recon	0177607	YBP Library Services	V0163602	06/13/22	B0003993	15.97		15.97
					V0163603	06/13/22	B0003993	22.02		22.02
					V0163732	06/14/22	B0003993	17.24		17.24
								55.23		55.23
0106255	06/15/22	Recon	0156097	ACI Payments, Inc.	V0163581	06/13/22		5,244.24		5,244.24
								5,244.24		5,244.24
0106256	06/15/22	Void	0024766	Miriam V. Andablo						
0106257	06/15/22	Recon	0000995	Bureau Water/Sewer Town	V0163560	06/09/22		252.22		252.22
					V0163561	06/09/22		742.42		742.42
					V0163563	06/09/22		191.34		191.34
					V0163564	06/09/22		191.34		191.34
					V0163565	06/09/22		191.34		191.34
					V0163566	06/09/22		191.34		191.34
					V0163633	06/14/22		191.34		191.34
								1,951.34		1,951.34
0106258	06/15/22	Recon	0040272	Ms Beth A. Gilmartin	V0163548	06/02/22		55.65		55.65
								55.65		55.65
0106259	06/15/22	Void	0167735	Itzel Gonzalez						
0106260	06/15/22	Void	0162050	Ms Prairie L. Markussen						
0106261	06/15/22	Recon	0201851	Natalie E. Mendoza-sanch	V0163644	06/14/22		100.00		100.00
								100.00		100.00
0106262	06/15/22	Recon	0000820	Ms. Tsonka I. Pencheva	V0163567	06/09/22		136.17		136.17
								136.17		136.17
0106263	06/15/22	Recon	0200791	Ailany Reyes	V0163645	06/14/22		145.00		145.00
								145.00		145.00

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0106264	06/15/22	Recon	0131925	Cristina Trujillo	V0163265	05/25/22		19.98		19.98
								19.98		19.98
0106281	06/23/22	Outst	0214174	Almas Garden Floral Cout	V0163896	06/15/22		448.00		448.00
					V0163897	06/15/22		448.00		448.00
								896.00		896.00
0106282	06/23/22	Outst	0172876	Ms Heidi M. Lundquist	V0163811	06/15/22		78.14		78.14
								78.14		78.14
0106283	06/23/22	Recon	0207766	Massachusetts Mutual Lif	V0163894	06/15/22		2,069.26		2,069.26
								2,069.26		2,069.26
0106284	06/23/22	Outst	0003232	Ms. Lisa A. Mathelier	V0163673	06/14/22		34.00		34.00
								34.00		34.00
0106285	06/23/22	Recon	0214694	Montalvo Quiahua LLC	V0163910	06/21/22		2,000.00		2,000.00
								2,000.00		2,000.00
0106286	06/23/22	Recon	0055604	Ana L. Valdez	V0163911	06/21/22		500.00		500.00
								500.00		500.00
0106287	06/29/22	Outst	0001485	Citibank, N.A.	V0164307	06/29/22	P0011663	127.02		127.02
					V0164308	06/29/22	P0011745	394.68		394.68
					V0164309	06/29/22	P0011694	107.72		107.72
					V0164310	06/29/22	P0011805	99.00		99.00
					V0164311	06/29/22	P0011805	818.60		818.60
					V0164312	06/29/22	P0011825	625.17		625.17
					V0164313	06/29/22	P0011831	345.86		345.86
								2,518.05		2,518.05
0106288	06/30/22	Recon	0177469	Bright Start College Sav	V0164338	06/30/22		100.00		100.00
								100.00		100.00
0106289	06/30/22	Outst	0001422	CCCTU-Cope Fund	V0164339	06/30/22		109.00		109.00
								109.00		109.00
0106290	06/30/22	Recon	0001374	College & University Cre	V0164341	06/30/22		200.00		200.00
								200.00		200.00

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0106291	06/30/22	Outst	0001371	Colonial Life & Accident	V0164342	06/30/22		12.00		12.00
								12.00		12.00
0106292	06/30/22	Outst	0160763	Illinois Education Assoc	V0159520	03/15/22		83.00		83.00
					V0160195	03/31/22		166.00		166.00
								249.00		249.00
0106293	06/30/22	Outst	0191845	Metropolitan Alliance of	V0160196	03/31/22		283.50		283.50
					V0164343	06/30/22		267.50		267.50
								551.00		551.00
0106294	06/30/22	Recon	0213771	Midland Credit Managemen	V0164344	06/30/22		293.39		293.39
								293.39		293.39
0106295	06/30/22	Outst	0101061	Morton College Faculty	V0159517	03/15/22		90.35		90.35
					V0160192	03/31/22		90.35		90.35
					V0164340	06/30/22		2.78		2.78
								183.48		183.48
0106296	06/30/22	Outst	0001372	Morton College Teachers	V0164346	06/30/22		1,638.94		1,638.94
								1,638.94		1,638.94
0106297	06/30/22	Outst	0001372	Morton College Teachers	V0164345	06/30/22		2,563.72		2,563.72
								2,563.72		2,563.72
0106298	06/30/22	Outst	0001513	SEIU Local 73 Cope	V0164348	06/30/22		43.00		43.00
								43.00		43.00
0106299	06/30/22	Outst	0001373	Service Employees Intl U	V0164349	06/30/22		377.02		377.02
								377.02		377.02
0106300	06/30/22	Recon	0001563	State Disbursement Unit	V0164350	06/30/22		50.00		50.00
					V0164351	06/30/22		961.71		961.71
								1,011.71		1,011.71
0106301	06/30/22	Outst	0003324	Ms Erika J. Alonso	V0163961	06/28/22		425.00		425.00
								425.00		425.00
0106302	06/30/22	Recon	0205367	Amalgamated Bank of Chic	V0163929	06/22/22		475.00		475.00

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								475.00		475.00
0106303	06/30/22	Outst	0203959	Ms. Rebecca Angevine	V0163958	06/28/22		363.30		363.30
								363.30		363.30
0106304	06/30/22	Outst	0214098	Ms. Marisol Campos Garci	V0163940	06/27/22		275.72		275.72
								275.72		275.72
0106305	06/30/22	Recon	0200455	Ms. Lauren Caruso	V0163934	06/23/22		170.77		170.77
								170.77		170.77
0106306	06/30/22	Outst	0000917	Mr. Carlos M. Dominguez	V0163935	06/23/22		259.00		259.00
								259.00		259.00
0106307	06/30/22	Recon	0027934	Rodolfo Flores	V0163939	06/25/22		493.00		493.00
								493.00		493.00
0106308	06/30/22	Outst	0209256	Insurance Program Manage	V0163956	06/28/22		2,500.00		2,500.00
								2,500.00		2,500.00
0106309	06/30/22	Recon	0000785	Mrs. Caroline L. Johnson	V0163930	06/22/22		108.00		108.00
								108.00		108.00
0106310	06/30/22	Outst	0211303	Kara Kennedy	V0163277	05/26/22		414.00		414.00
								414.00		414.00
0106311	06/30/22	Recon	0157638	Ms. Alejandra Le	V0163944	06/27/22		425.00		425.00
								425.00		425.00
0106312	06/30/22	Void	0162050	Ms Prairie L. Markussen						
0106313	06/30/22	Outst	0000860	Ms. Cheryl A. Schoepf	V0163931	06/22/22		425.00		425.00
								425.00		425.00
0106314	06/30/22	Outst	0204718	Montserrat Tovar	V0163907	06/21/22		75.00		75.00
								75.00		75.00
0106315	06/30/22	Outst	0158266	Mr. Christopher J. Wido	V0161675	04/11/22		330.00		330.00
								330.00		330.00

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0106423	06/30/22	Outst	0188188	Amazon Capital Services	V0164314	06/29/22	P0011707	956.97		956.97
					V0164315	06/29/22	P0011679	12.95		12.95
					V0164316	06/29/22	B0004646	617.07		617.07
					V0164317	06/29/22	B0004028	0.45-		-0.45
					V0164318	06/29/22	B0004028	6.42-		-6.42
					V0164319	06/29/22	B0004646	124.09		124.09
					V0164320	06/29/22	B0004028	4.82-		-4.82
					V0164322	06/29/22	B0004337	29.99		29.99
					V0164324	06/29/22	B0004614	549.65		549.65
					V0164325	06/29/22	B0004629	549.65		549.65
					V0164326	06/29/22	P0011801	376.74		376.74
					V0164327	06/29/22	B0004646	150.03		150.03
					V0164329	06/29/22	B0004028	80.95		80.95
					V0164330	06/29/22	B0004028	69.15		69.15
					V0164331	06/29/22	B0004414	47.73		47.73
								3,553.28		3,553.28
0106424	06/30/22	Outst	0213938	Anatomy Warehouse	V0164333	06/29/22	P0011721	6,888.00		6,888.00
								6,888.00		6,888.00
0106425	06/30/22	Outst	0002154	Apperson	V0162472	04/28/22	P0011367	498.00		498.00
								498.00		498.00
0106426	06/30/22	Recon	0000977	Apple, Inc.	V0164334	06/29/22	B0004564	54.00		54.00
					V0164335	06/29/22	B0004564	149.00		149.00
					V0164336	06/29/22	B0004564	899.00		899.00
					V0164337	06/29/22	B0004583	594.00		594.00
					V0164353	06/29/22	B0004583	238.00		238.00
					V0164355	06/29/22	B0004583	1,998.00		1,998.00
					V0164356	06/29/22	B0004591	218.00		218.00
					V0164357	06/29/22	B0004591	2,443.95		2,443.95
					V0164358	06/29/22	B0004591	3,119.00		3,119.00
					V0164359	06/29/22	B0004591	1,799.00		1,799.00
					V0164360	06/29/22	B0004615	297.00		297.00
					V0164361	06/29/22	B0004615	658.00		658.00
					V0164362	06/29/22	B0004626	890.00		890.00
					V0164363	06/29/22	B0004627	712.00		712.00
					V0164364	06/29/22	B0004627	216.00		216.00
								14,284.95		14,284.95
0106427	06/30/22	Outst	0209512	The Art Institute of Chi	V0164366	06/29/22	P0011838	150.00		150.00
								150.00		150.00
0106428	06/30/22	Outst	0169195	Association Forum of Chi	V0164367	06/29/22	P0011846	315.00		315.00

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								315.00		315.00
0106429	06/30/22	Recon	0000973	AT&T	V0164368	06/29/22	B0004649	884.24		884.24
								884.24		884.24
0106430	06/30/22	Recon	0000973	AT&T	V0164369	06/29/22	B0004649	928.02		928.02
								928.02		928.02
0106431	06/30/22	Outst	0001401	AZ Commercial	V0164370	06/29/22	B0004478	40.00		40.00
								40.00		40.00
0106432	06/30/22	Outst	0214691	Bee Liner Lean Services	V0164371	06/29/22	B0004653	27,288.00		27,288.00
								27,288.00		27,288.00
0106433	06/30/22	Outst	0000986	Berwyn Development Corp	V0164485	06/30/22	P0011809	2,000.00		2,000.00
								2,000.00		2,000.00
0106434	06/30/22	Outst	0212469	Blue Outdoor LLC	V0164372	06/29/22	B0004474	3,005.00		3,005.00
								3,005.00		3,005.00
0106435	06/30/22	Outst	0213459	Bohm Consulting LLC	V0164375	06/29/22	B0004501	3,666.00		3,666.00
								3,666.00		3,666.00
0106436	06/30/22	Recon	0166207	BSA	V0164376	06/29/22	B0004643	5,101.03		5,101.03
					V0164377	06/29/22	B0004645	1,946.90		1,946.90
								7,047.93		7,047.93
0106437	06/30/22	Outst	0001593	CDW-Government, Inc	V0164378	06/29/22	P0011748	554.26		554.26
					V0164379	06/29/22	B0004584	20,536.56		20,536.56
					V0164380	06/29/22	P0011848	329.22		329.22
					V0164381	06/29/22	B0004601	8,954.96		8,954.96
					V0164382	06/29/22	P0011742	223.70		223.70
					V0164383	06/29/22	B0004589	3,122.46		3,122.46
								33,721.16		33,721.16
0106438	06/30/22	Recon	0001556	Ceramic Supply Chicago	V0164384	06/29/22	P0011681	588.00		588.00
								588.00		588.00
0106439	06/30/22	Outst	0001713	Cicero Landscape Inc.	V0164385	06/29/22	P0011845	1,850.00		1,850.00
								1,850.00		1,850.00

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0106440	06/30/22	Recon	0001195	Cintas Corporation	V0164386	06/29/22	B0004560	171.26		171.26
								171.26		171.26
0106441	06/30/22	Outst	0211153	Cleared4 Inc	V0164483	06/30/22	B0004409	50.85		50.85
					V0164484	06/30/22	B0004409	51.26		51.26
								102.11		102.11
0106442	06/30/22	Outst	0177114	College Central Network	V0164390	06/29/22	P0011821	2,010.14		2,010.14
								2,010.14		2,010.14
0106443	06/30/22	Outst	0001752	Comcast	V0164391	06/29/22	B0003941	6.30		6.30
					V0164392	06/29/22	B0003941	184.85		184.85
					V0164393	06/29/22	B0004037	81.42		81.42
								272.57		272.57
0106444	06/30/22	Outst	0001013	ComEd	V0164394	06/29/22	B0004508	364.69		364.69
								364.69		364.69
0106445	06/30/22	Outst	0001014	Copycat Corp	V0164395	06/29/22	P0011829	913.00		913.00
								913.00		913.00
0106446	06/30/22	Outst	0161721	Crestline	V0164396	06/29/22	B0004290	966.80		966.80
								966.80		966.80
0106447	06/30/22	Outst	0170059	Curriculum Publications	V0159651	03/15/22	P0011296	3,750.00		3,750.00
								3,750.00		3,750.00
0106448	06/30/22	Outst	0001676	Del Galdo Law Group, LLC	V0164397	06/29/22	B0004063	13,546.85		13,546.85
					V0164398	06/29/22	B0004063	253.50		253.50
								13,800.35		13,800.35
0106449	06/30/22	Outst	0209578	DisposAll Waste Services	V0164399	06/29/22	B0003964	370.00		370.00
								370.00		370.00
0106450	06/30/22	Outst	0001240	Enterprise Rent-A-Car	V0164400	06/29/22	P0011810	114.50		114.50
								114.50		114.50
0106451	06/30/22	Recon	0212760	F.E. Moran, Inc.	V0164402	06/29/22	B0004544	458,184.60		458,184.60

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								458,184.60		458,184.60
0106452	06/30/22	Outst	0001029	Fed Ex	V0164401	06/29/22	B0003947	52.48		52.48
								52.48		52.48
0106453	06/30/22	Recon	0001034	Flinn Scientific Inc	V0164403	06/29/22	P0011657	694.03		694.03
					V0164405	06/29/22	P0011772	896.67		896.67
								1,590.70		1,590.70
0106454	06/30/22	Outst	0202852	Freepoint Energy Solutio	V0164406	06/29/22	B0004571	28,536.36		28,536.36
								28,536.36		28,536.36
0106455	06/30/22	Recon	0205565	Game One	V0164407	06/29/22	P0011812	780.87		780.87
					V0164408	06/29/22	B0004612	2,818.12		2,818.12
					V0164409	06/29/22	B0004611	737.89		737.89
					V0164410	06/29/22	B0004611	745.95		745.95
					V0164411	06/29/22	B0004599	1,939.20		1,939.20
								7,022.03		7,022.03
0106456	06/30/22	Outst	0213808	Gimmee Promos LLC	V0164412	06/29/22	P0011779	2,086.68		2,086.68
								2,086.68		2,086.68
0106457	06/30/22	Outst	0200308	Grant Development & Mana	V0164413	06/29/22	P0011850	7,000.00		7,000.00
								7,000.00		7,000.00
0106458	06/30/22	Outst	0213945	GTSimulators by Global T	V0164414	06/29/22	P0011771	777.00		777.00
								777.00		777.00
0106459	06/30/22	Outst	0001666	Herbkoe Fun Foods	V0164417	06/29/22	P0011823	820.00		820.00
								820.00		820.00
0106460	06/30/22	Outst	0193183	Holt Anatomical, Inc.	V0164415	06/29/22	P0011767	1,645.00		1,645.00
								1,645.00		1,645.00
0106461	06/30/22	Outst	0001381	Home Depot/GECF	V0164416	06/29/22	B0004502	418.60		418.60
								418.60		418.60
0106462	06/30/22	Recon	0001030	JC Licht, LLC	V0164418	06/29/22	B0003948	13.72		13.72
								13.72		13.72

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0106463	06/30/22	Outst	0001775	Jostens	V0163950	06/27/22		496.56		496.56
					V0163951	06/27/22		351.73		351.73
					V0164419	06/29/22	P0011806	71.27		71.27
					V0164420	06/29/22	P0011807	80.63		80.63
								1,000.19		1,000.19
0106464	06/30/22	Outst	0001080	Keen Edge Co	V0164421	06/29/22	B0004647	93.90		93.90
								93.90		93.90
0106465	06/30/22	Outst	0001890	Konica Minolta Bus Solut	V0164422	06/29/22	B0004007	883.13		883.13
								883.13		883.13
0106466	06/30/22	Outst	0002233	Konica Minolta Premier F	V0164423	06/29/22	B0004650	777.63		777.63
								777.63		777.63
0106467	06/30/22	Outst	0002233	Konica Minolta Premier F	V0164424	06/29/22	B0004650	654.91		654.91
								654.91		654.91
0106468	06/30/22	Outst	0002233	Konica Minolta Premier F	V0164425	06/29/22	B0004650	332.61		332.61
								332.61		332.61
0106469	06/30/22	Outst	0001600	Laerdal Medical Corporat	V0164426	06/29/22	P0011412	266.82		266.82
					V0164427	06/29/22	P0011675	417.30		417.30
					V0164486	06/30/22	P0011817	1,574.00		1,574.00
								2,258.12		2,258.12
0106470	06/30/22	Outst	0001082	Lakeshore Learning Mater	V0164428	06/29/22	P0011647	1,264.77		1,264.77
								1,264.77		1,264.77
0106471	06/30/22	Outst	0003320	Matco Tools	V0164429	06/29/22	P0011588	8.87		8.87
					V0164430	06/29/22	B0004628	958.96		958.96
								967.83		967.83
0106472	06/30/22	Recon	0001763	Mecor, Inc.	V0164431	06/29/22	B0004648	987.50		987.50
								987.50		987.50
0106473	06/30/22	Outst	0001419	Medline Industries Inc	V0164432	06/29/22	P0011814	19.76		19.76
								19.76		19.76

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0106474	06/30/22	Outst	0001289	Menards	V0164433	06/29/22	B0003977	26.36		26.36
								26.36		26.36
0106475	06/30/22	Outst	0214397	MMNTM, LLC	V0164434	06/29/22	P0011818	1,026.75		1,026.75
								1,026.75		1,026.75
0106476	06/30/22	Outst	0212043	MP Medical Equipment Ser	V0164435	06/29/22	P0011815	700.00		700.00
								700.00		700.00
0106477	06/30/22	Recon	0208793	NAPA Auto Parts	V0164436	06/29/22	P0011754	705.00		705.00
					V0164437	06/29/22		55.00-		-55.00
					V0164438	06/29/22	B0004572	485.00		485.00
								1,135.00		1,135.00
0106478	06/30/22	Recon	0001121	O'Brien Cleaners	V0164441	06/29/22	B0004514	21.00		21.00
								21.00		21.00
0106479	06/30/22	Outst	0001103	OADN	V0164440	06/29/22	P0011828	895.00		895.00
								895.00		895.00
0106480	06/30/22	Outst	0002406	Paisans Pizza	V0164442	06/29/22	P0011819	88.50		88.50
					V0164443	06/29/22	P0011822	1,620.00		1,620.00
					V0164444	06/29/22	P0011847	130.28		130.28
					V0164445	06/29/22	P0011847	220.00		220.00
					V0164446	06/29/22	P0011824	407.25		407.25
								2,466.03		2,466.03
0106481	06/30/22	Outst	0201778	Quality Logo Products, I	V0164447	06/29/22	B0004624	900.00		900.00
								900.00		900.00
0106482	06/30/22	Outst	0213543	Rescue Essentials	V0164448	06/29/22	P0011577	302.98		302.98
					V0164449	06/29/22	B0004480	99.89		99.89
					V0164450	06/29/22	B0004480	169.74		169.74
								572.61		572.61
0106483	06/30/22	Void	0156310	Scholar Buys LLC			B0004480			
0106484	06/30/22	Outst	0000965	Sigma-Aldrich Inc	V0164451	06/29/22	P0011659	98.63		98.63
					V0164452	06/29/22	P0011659	102.85		102.85
								201.48		201.48

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0106485	06/30/22	Outst	0155761	Sportsfields, Inc.	V0164456	06/30/22	P0011811	475.64		475.64
								475.64		475.64
0106486	06/30/22	Recon	0157227	Staples Advantage	V0164453	06/30/22	B0004613	607.49		607.49
					V0164454	06/30/22	B0004613	283.09		283.09
					V0164455	06/30/22		48.81-		-48.81
								841.77		841.77
0106487	06/30/22	Outst	0001454	Superior Awards	V0164457	06/30/22	P0011808	180.00		180.00
								180.00		180.00
0106488	06/30/22	Outst	0002594	Training Concepts, Inc.	V0164458	06/30/22	P0011830	1,549.95		1,549.95
					V0164459	06/30/22	P0011827	250.00		250.00
								1,799.95		1,799.95
0106489	06/30/22	Outst	0164582	TruTech Tools, LTD.	V0164461	06/30/22	P0011591	973.44		973.44
								973.44		973.44
0106490	06/30/22	Outst	0155718	Twin Supplies, LTD.	V0164462	06/30/22	B0004642	24,995.03		24,995.03
								24,995.03		24,995.03
0106491	06/30/22	Outst	0000974	Verizon Wireless	V0164464	06/30/22	B0003968	28.29		28.29
								28.29		28.29
0106492	06/30/22	Outst	0001703	Vernier Software & Techn	V0164465	06/30/22	P0011660	293.00		293.00
								293.00		293.00
0106493	06/30/22	Outst	0213619	View Transit, LLC	V0164466	06/30/22	B0004475	2,000.00		2,000.00
								2,000.00		2,000.00
0106494	06/30/22	Recon	0001824	Waukegan Roofing Co., In	V0164470	06/30/22	B0003986	1,325.00		1,325.00
								1,325.00		1,325.00
0106495	06/30/22	Outst	0169532	Wilpen Environmental Ser	V0164475	06/30/22	P0011837	1,699.00		1,699.00
								1,699.00		1,699.00
0106496	06/30/22	Outst	0177607	YBP Library Services	V0164477	06/30/22	B0003993	81.85		81.85
					V0164478	06/30/22	B0003993	58.49		58.49
					V0164479	06/30/22	B0003993	139.61		139.61

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								279.95		279.95
0106497	06/30/22	Outst	0214115	YuJa Inc	V0164480	06/30/22	P0011826	2,000.00		2,000.00
					V0164481	06/30/22	P0011826	18,995.00		18,995.00
								20,995.00		20,995.00
0106498	06/30/22	Outst	0201761	Zoom Video Communication	V0164482	06/30/22	B0004153	82.11		82.11
								82.11		82.11
E0015390	06/01/22	Outst	0166671	Ms. Cara A. Bonick	V0163029	05/18/22		58.67		58.67
								58.67		58.67
E0015391	06/01/22	Outst	0201072	Marcella Contreras	V0163236	05/25/22		1,000.00		1,000.00
								1,000.00		1,000.00
E0015392	06/01/22	Outst	0000808	Ms. Marisol Velazquez	V0163227	05/25/22		1,663.53		1,663.53
								1,663.53		1,663.53
E0015393	06/01/22	Outst	0158266	Mr. Christopher J. Wido	V0163427	05/31/22		2,221.22		2,221.22
								2,221.22		2,221.22
E0015394	06/01/22	Outst	0190102	Ms. Brandie N. Windham	V0163275	05/26/22		243.81		243.81
								243.81		243.81
E0015395	06/01/22	Outst	0212851	Get Moore Softball	V0163429	05/31/22		3,465.17		3,465.17
								3,465.17		3,465.17
E0015397	06/08/22	Outst	0000828	Ms. Edith M. Fabiyi	V0163439	05/31/22		456.03		456.03
					V0163440	05/31/22		749.00		749.00
								1,205.03		1,205.03
E0015398	06/08/22	Outst	0209596	Ms. Anayeli Fuentes	V0163556	06/07/22		26.95		26.95
								26.95		26.95
E0015399	06/08/22	Outst	0000938	Ms. Xiaoling Gan	V0163435	05/31/22		600.00		600.00
								600.00		600.00
E0015400	06/08/22	Outst	0165694	Dr. Sara E. Helmus	V0163541	06/01/22		355.00		355.00
								355.00		355.00

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Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015401	06/08/22	Outst	0199309	Jason Nichols	V0163552	06/06/22		325.00		325.00
								325.00		325.00
E0015402	06/08/22	Outst	0201801	Michael R. Traversa	V0163374	05/31/22		72.99		72.99
					V0163376	05/31/22		249.99		249.99
					V0163379	05/31/22		675.26		675.26
								998.24		998.24
E0015403	06/08/22	Outst	0158266	Mr. Christopher J. Wido	V0163551	06/06/22		2,027.35		2,027.35
								2,027.35		2,027.35
E0015404	06/08/22	Outst	0190102	Ms. Brandie N. Windham	V0163538	06/01/22		1,700.00		1,700.00
								1,700.00		1,700.00
E0015405	06/14/22	Outst	0212424	Kathryn M. Watkins	V0163601	06/13/22	B0004305	1,686.62		1,686.62
								1,686.62		1,686.62
E0015406	06/14/22	Outst	0207194	DD's Operations LLC	V0163595	06/13/22	B0004634	1,023.75		1,023.75
								1,023.75		1,023.75
E0015407	06/14/22	Outst	0209062	Latinologues Inc	V0163635	06/14/22	B0004606	2,500.00		2,500.00
								2,500.00		2,500.00
E0015408	06/15/22	Outst	0001161	State Univ Retirement Sy	V0163724	06/15/22		74,098.41		74,098.41
								74,098.41		74,098.41
E0015409	06/15/22	Outst	0209135	Omni Financial Group, In	V0163719	06/15/22		8,612.60		8,612.60
								8,612.60		8,612.60
E0015413	06/15/22	Outst	0166671	Ms. Cara A. Bonick	V0163547	06/02/22		55.65		55.65
								55.65		55.65
E0015414	06/15/22	Outst	0156123	Mrs. Nancy N. Jeffries	V0163557	06/08/22		31.47		31.47
								31.47		31.47
E0015415	06/15/22	Outst	0211634	Elisa McKinley	V0163630	06/14/22		5,500.00		5,500.00
								5,500.00		5,500.00

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015416	06/15/22	Outst	0199309	Jason Nichols	V0163637	06/14/22		251.88		251.88
								251.88		251.88
E0015417	06/15/22	Outst	0199729	Miss Laura G. Valdez	V0163763	06/15/22		32.18		32.18
								32.18		32.18
E0015418	06/15/22	Outst	0212851	Get Moore Softball	V0163629	06/14/22		118.55		118.55
					V0157644	02/04/22		2,000.00		2,000.00
								2,118.55		2,118.55
E0015419	06/22/22	Outst	0167416	Mrs. Cynthia Aleman - Lo	V0163800	06/15/22		250.00		250.00
								250.00		250.00
E0015420	06/22/22	Outst	0002990	Ms Carolina Castillo	V0163817	06/15/22		425.00		425.00
								425.00		425.00
E0015421	06/22/22	Outst	0000841	Mrs. Michelle C. Herrera	V0163807	06/15/22		192.49		192.49
								192.49		192.49
E0015422	06/22/22	Outst	0107686	Mrs. Blanca E. Jara	V0163889	06/15/22		162.00		162.00
					V0163890	06/15/22		56.04		56.04
					V0163891	06/15/22		950.00		950.00
					V0163892	06/15/22		33.28		33.28
					V0163893	06/15/22		100.27		100.27
								1,301.59		1,301.59
E0015423	06/22/22	Outst	0000752	Mr. Eric J. Porod	V0163831	06/15/22		425.00		425.00
								425.00		425.00
E0015424	06/22/22	Outst	0168430	Mrs. Carolina Saldana-Hu	V0163912	06/21/22		425.00		425.00
								425.00		425.00
E0015425	06/22/22	Outst	0000808	Ms. Marisol Velazquez	V0163815	06/15/22		500.00		500.00
								500.00		500.00
E0015426	06/22/22	Outst	0158266	Mr. Christopher J. Wido	V0163900	06/16/22		351.22		351.22
								351.22		351.22
E0015427	06/22/22	Outst	0190102	Ms. Brandie N. Windham	V0163822	06/15/22		500.00		500.00

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
					V0163895	06/15/22		239.98		239.98
								739.98		739.98
E0015438	06/29/22	Outst	0183910	Ms Vickie L. Gukenberger	V0163740	06/14/22	P0011747	16,250.00		16,250.00
								16,250.00		16,250.00
E0015439	06/29/22	Outst	0212424	Kathryn M. Watkins	V0163987	06/29/22	B0004305	1,443.75		1,443.75
					V0163988	06/29/22	B0004305	36.62		36.62
								1,480.37		1,480.37
E0015440	06/29/22	Outst	0209950	Creativity Lives Here	V0163977	06/28/22	P0011813	950.00		950.00
								950.00		950.00
E0015441	06/29/22	Outst	0207194	DD's Operations LLC	V0163974	06/28/22	B0004652	700.00		700.00
								700.00		700.00
E0015442	06/29/22	Outst	0209062	Latinologues Inc	V0163976	06/28/22	B0004606	2,500.00		2,500.00
								2,500.00		2,500.00
E0015624	06/29/22	Outst	0159466	Ms. Isabel Cervantes	V0163818	06/15/22		25.00		25.00
								25.00		25.00
E0015625	06/29/22	Outst	0202621	Alessandra A. Chavez	V0163945	06/27/22		100.00		100.00
								100.00		100.00
E0015626	06/29/22	Outst	0000938	Ms. Xiaoling Gan	V0163909	06/21/22		769.10		769.10
					V0163943	06/27/22		425.00		425.00
								1,194.10		1,194.10
E0015627	06/29/22	Outst	0061134	Mrs. Jennifer R. Iniquez	V0163752	06/14/22		135.00		135.00
								135.00		135.00
E0015628	06/29/22	Outst	0017224	Ms Gabriela Mata	V0163913	06/22/22		732.60		732.60
					V0163964	06/28/22		513.57		513.57
								1,246.17		1,246.17
E0015629	06/29/22	Outst	0206101	Kevin W. McManaman	V0163905	06/21/22		107.93		107.93
								107.93		107.93

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

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0015630	06/29/22	Outst	0190911	Lissette Melgoza	V0163573	06/09/22		14.67		14.67
								14.67		14.67
E0015631	06/29/22	Outst	0197664	Ms. Claudia Mosqueda	V0163936	06/23/22		500.00		500.00
								500.00		500.00
E0015632	06/29/22	Outst	0199309	Jason Nichols	V0163904	06/21/22		127.99		127.99
								127.99		127.99
E0015633	06/29/22	Outst	0209211	Mr. Chris Rathunde	V0163932	06/22/22		26.00		26.00
								26.00		26.00
E0015634	06/29/22	Outst	0000953	Ms. Liliana Raygoza	V0163962	06/28/22		111.15		111.15
								111.15		111.15
E0015635	06/29/22	Outst	0176638	Monica Sanchez-Torres	V0163970	06/28/22		425.00		425.00
								425.00		425.00
E0015636	06/29/22	Outst	0000808	Ms. Marisol Velazquez	V0163938	06/23/22		280.59		280.59
					V0163953	06/27/22		369.90		369.90
								650.49		650.49
E0015637	06/29/22	Outst	0209100	Heather I. Ward	V0163906	06/21/22		70.00		70.00
								70.00		70.00
E0015638	06/29/22	Outst	0190102	Ms. Brandie N. Windham	V0163801	06/15/22		1,635.12		1,635.12
								1,635.12		1,635.12
E0015639	06/29/22	Outst	0212851	Get Moore Softball	V0163908	06/21/22		925.26		925.26
								925.26		925.26
E0015640	06/29/22	Outst	0001161	State Univ Retirement Sy	V0164352	06/30/22		73,059.44		73,059.44
								73,059.44		73,059.44
E0015641	06/29/22	Outst	0209135	Omni Financial Group, In	V0164347	06/30/22		8,750.53		8,750.53
								8,750.53		8,750.53
								1,941,454.16		1,941,454.16

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,941,454.16	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,941,454.16
			1,941,454.16	1,941,454.16

Morton College
Over 10K Report
June 2022

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Amazon Capital Services	6/15/2022	0106153	EXEMPT	$22,492.66	2021 Apple 10.2inch Ipad
Amazon Capital Services	6/30/2022	0106423	EXEMPT	$3,553.28	Bush Office Furniture
Apple, Inc.	6/15/2022	0106155	EXEMPT	$4,731.00	Apple Pencil
Apple, Inc.	6/30/2022	0106426	EXEMPT	$14,284.95	AC+ Macbook
Ashlaur Construction Company, Inc.	6/15/2022	0106158	10/27/2021	$312,211.44	Student Services App 4
Bee Liner Lean Services	6/30/2022	0106432	4/27/2022	$27,288.00	App 1 Biology Lab Renovation
BSA	6/15/2022	0106169	EXEMPT	$4,050.74	Cleaning Supplies
BSA	6/30/2022	0106436	EXEMPT	$7,047.93	Cleaning Supplies
CDW-Government, Inc	6/15/2022	0106171	EXEMPT	$20,898.06	Charging Cart
CDW-Government, Inc	6/30/2022	0106437	EXEMPT	$33,721.16	HPE ARUBA AP-MNT-MP10B
Cornerstone Government Affairs, Inc.	6/15/2022	0106181	3/23/2022	$14,000.00	Gov. Relations Consulting
Del Galdo Law Group, LLC	6/30/2022	0106448	8/25/2021	$13,800.35	Attorney Fees
F.E. Moran, Inc.	6/15/2022	0106191	1/26/2022	$93,340.80	App 1 Mechanical Upgrades Project
F.E. Moran, Inc.	6/30/2022	0106451	1/26/2022	$458,184.60	App 2 Mechanical Upgrades Project
First Midwest Bank	6/15/2022	0106194	EXEMPT	$26,555.36	Various Credit Card Purchases
Freepoint Energy Solutions, LLC.	6/30/2022	0106454	11/18/2020	$28,536.36	Energy Services
Heartland Business Systems, LLC	6/15/2022	0106200	EXEMPT	$12,521.63	Agreement Managed Service
Jostens	6/15/2022	0106206	EXEMPT	$9,896.03	Alumni Cords
Jostens	6/30/2022	0106463	EXEMPT	$1,000.19	Commencement Regalia
JourneyEd.com, Inc	6/15/2022	0106207	3/23/2022	$62,997.34	Microsoft 365 subscriptio
Keeper Goals	6/15/2022	0106209		$32,884.00	Foam Pads BB & SB
Konica Minolta Bus Solut	6/15/2022	0106210	1/26/2022	$14,138.60	Admissions Scan
Konica Minolta Bus Solut	6/15/2022	0106210	12/15/2021	$62,088.56	AP Scan
Michael Kautz Carpets & Flooring	6/15/2022	0106220	4/28/2021	$18,803.50	Final Pay App Hallway Flooring Project
MMNTM, LLC	6/15/2022	0106221	EXEMPT	$10,971.00	Web/Creative Services
MMNTM, LLC	6/30/2022	0106475	EXEMPT	$1,026.75	Web/Creative Design
Ms Vickie L. Gukenberger	6/29/2022	E0015438	12/13/2021	$16,250.00	Last payment
Omni Financial Group, Inc.	6/15/2022	E0015409	4/28/2021	$8,612.60	Payroll Deductions
Omni Financial Group, Inc.	6/29/2022	E0015641	4/28/2021	$8,750.53	Payroll Deductions
Robert R. Andreas & Sons Inc	6/15/2022	0106234		$34,374.00	Cinder Blocks/Wall BB
State Univ Retirement Systems	6/15/2022	E0015408	EXEMPT	$74,098.41	Payroll Deductions
State Univ Retirement Systems	6/29/2022	E0015640	EXEMPT	$73,059.44	Payroll Deductions
TraceSecurity, LLC	6/15/2022	0106247	EXEMPT	$18,060.00	Cybersecurity assessment
Twin Supplies, LTD.	6/30/2022	0106490	7/7/2022	$24,995.03	Com-Ed Program
YuJa Inc	6/30/2022	0106497	EXEMPT	$20,995.00	Invoice #14418
			Total Paid	**1,590,219.30**	

Morton Community College
FY23 Budget Report
For 1 Month Ending July 31, 2022

MORTON COLLEGE

Morton Community College **8.00%**
Budget Report Summary
July 31, 2022

Funds	Actual	Budget	%	Budget Remaining
Education Fund				
Revenue	$ 3,261,364	$ 30,138,668	10.8%	$ 26,877,304
Expenditures	(1,460,172)	(30,138,668)	4.8%	(28,678,496)
Net	$ 1,801,192	$ -		$ (1,801,192)
Operations & Maintenance Fund				
Revenue	$ -	$ 3,170,275	0.0%	$ 3,170,275
Expenditures	(145,469)	(3,170,275)	4.6%	(3,024,806)
Net	$ (145,469)	$ -		$ 145,469
Restricted Purpose Fund				
Revenue	$ -	$ 21,182,598	0.0%	$ 21,182,598
Expenditures	(330,710)	(21,182,598)	1.6%	(20,851,888)
Net	$ (330,710)	$ -		$ 330,710
Audit Fund				
Revenue	$ -	$ 77,355	0.0%	$ 77,355
Expenditures	-	(87,300)	0.0%	(87,300)
Net	$ -	$ (9,945)		$ (9,945)
Liability, Protection & Settlement Fund				
Revenue	$ -	$ 847,810	0.0%	$ 847,810
Expenditures	(305,817)	(924,500)	33.1%	(618,683)
Net	$ (305,817)	$ (76,690)		$ 229,127
General Bond Obligation Fund				
Revenue	$ -	$ 682,710	0.0%	$ 682,710
Expenditures	-	(641,575)	0.0%	(641,575)
Net	$ -	$ 41,135		$ 41,135
Operations & Maintenance (Restricted) Fund				
Revenue	$ -	$ 5,853,967	0.0%	$ 5,853,967
Expenditures	-	(5,853,967)	0.0%	(5,853,967)
Net	$ -	$ -		$ -
All Funds				
Revenue	$ 3,261,364	$ 61,953,383	5.3%	$ 58,692,019
Expenditures	(2,242,168)	(61,998,883)	3.6%	$ (59,756,715)
Net	$ 1,019,196	$ (45,500)		$ (1,064,696)

EDUCATION FUND REVENUE
July 31, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ -	$ 8,030,388	0.0%	$ 8,030,388
Total Local Government	$ -	$ 8,030,388		$ 8,030,388
CORPORATE PERSONAL PROPERTY TAXES	$ -	$ 1,950,000	0.0%	$ 1,950,000
SURS HEALTH - ON BEHALF PAYMENTS	$ -	$ -	0.0%	$ -
STATE GOVERNMENT				
ICCB credit hour grants	$ -	$ 2,553,397	0.0%	$ 2,553,397
ICCB equalization grants	-	4,342,690	0.0%	4,342,690
CTE formula grant	-	185,995	0.0%	185,995
Total State Government	$ -	$ 7,082,082		$ 7,082,082
STUDENT TUITION AND FEES				
Tuition	$ 2,678,766	$ 10,563,595	25.4%	$ 7,884,829
Fees	579,356	2,150,903	26.9%	1,571,547
Other	-	1,300,000	0.0%	1,300,000
Total Tuition and Fees	$ 3,258,122	$ 14,014,498		$ 10,756,376
MISCELLANEOUS				
Sales and service fees	$ 3,242	$ 271,700	1.2%	$ 268,458
Investment revenue	-	60,000	0.0%	60,000
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	$ 3,242	$ 361,700		$ 358,458
Total Revenue	$ 3,261,364	$ 31,438,668	10.4%	$ 28,177,304
Transfers in	$ -	$ -	0.0%	$ -
Total Revenue and Transfers in	$ 3,261,364	$ 31,438,668	10.4%	$ 28,177,304

EDUCATION FUND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	$ 86,520	$ 9,014,438	1.0%	$ 8,927,918
Employee benefits	68,892	885,141	7.8%	816,249
Contractual services	5,091	363,750	1.4%	358,659
Material and supplies	18,488	724,950	2.6%	706,462
Conferences and meetings	2,520	63,600	4.0%	61,080
Total Instruction	181,511	11,051,879	1.6%	10,870,368
Academic Support				
Salaries	44,647	1,356,614	3.3%	1,311,967
Employee benefits	10,838	204,681	5.3%	193,843
Contractual services	45,084	408,000	11.1%	362,916
Material and supplies	44,096	348,280	12.7%	304,184
Conferences and meetings	3,852	26,100	14.8%	22,248
Fixed charges	5,238	90,000	5.8%	84,762
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	153,755	2,434,675	6.3%	2,280,920
Student Services				
Salaries	127,441	2,407,059	5.3%	2,279,618
Employee benefits	27,291	301,147	9.1%	273,856
Contractual services	525	280,500	0.2%	279,975
Material and supplies	242	175,638	0.1%	175,396
Conferences and meetings	6,331	89,750	7.1%	83,419
Fixed charges	-	21,500	0.0%	21,500
Total Student Services	161,830	3,275,594	4.9%	3,113,764
Public Service/Continuing Education				
Salaries	21,500	160,646	13.4%	139,146
Employee benefits	3,423	22,127	15.5%	18,704
Contractual services	7,275	122,500	5.9%	115,225
Material and supplies	1,133	27,200	4.2%	26,067
Conferences and meetings	-	10,350	0.0%	10,350
Other tuition/fee waiver	-	5,000	0.0%	5,000
Total Public Service/Continuing Education	33,331	347,823	9.6%	314,492
Auxiliary Services				
Salaries	10,282	300,589	3.4%	290,307
Employee benefits	4,400	54,788	8.0%	50,388
Contractual services	65,395	480,000	13.6%	414,605
Material and supplies	2,835	592,000	0.5%	589,165
Conferences and meetings	4,689	280,000	1.7%	275,311
Fixed charges	-	40,000	0.0%	40,000
Total Auxiliary Services	87,601	1,747,377	5.0%	1,659,776

EDUCATION FUND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
Institutional Support				
Salaries	$ 92,448	$ 2,968,518	3.1%	$ 2,876,070
Employee benefits	29,860	599,752	5.0%	569,892
Contractual services	530,186	1,754,500	30.2%	1,224,314
Material and supplies	25,247	890,250	2.8%	865,003
Conferences and meetings	13,729	232,800	5.9%	219,071
Fixed charges	0	1,500	0.0%	1,500
Other	525	140,000	0.4%	139,475
Total Institutional Support	691,995	6,587,320	10.5%	5,895,325
Scholarships, Student Grants & Waivers				
Student grants and scholarships	150,146	1,529,000	9.8%	1,378,854
Total Scholarships, Student Grants & Waivers	150,146	1,529,000	9.8%	1,378,854
Contingencies	-	225,000	0.0%	225,000
Total Expenditures	$ 1,460,169	$ 27,198,668	5.4%	$ 25,738,499
Transfers out	-	3,000,000	0.0%	3,000,000
Total Expenditures and Transfers out	$1,460,169	$ 30,198,668	4.8%	$ 28,738,499

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ -	$ 1,561,275	0.0%	$ 1,561,275
CORPORATE PERSONAL PROPERTY TAXES	-	1,000,000	0.0%	1,000,000
STATE GOVERNMENT				
ICCB equalization grants	-	650,000	0.0%	650,000
STUDENT FEES				
Fees	-	-	0.0%	0
Total Student Fees	-	0	0.0%	0
MISCELLANEOUS				
Sales and service fees	-	5,000	0.0%	5,000
Facilities	-	14,000	0.0%	14,000
Investment revenue	-	10,000	0.0%	10,000
Total Miscellaneous	-	29,000	0.0%	29,000
Transfers in	-	-	-	-
Total Revenue	$ -	$ 2,590,275	0.0%	$ 2,590,275
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	$98,488	$1,386,021	7.1%	$1,287,533
Employee benefits	12,868	159,254	8.1%	146,386
Contractual services	13,417	553,000	2.4%	539,583
Material and supplies	1,475	195,500	0.8%	194,025
Conferences and meetings	-	6,500	0.0%	6,500
Utilities	19,221	810,000	2.4%	790,779
Capital outlay	-	50,000	0.0%	50,000
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	145,469	3,170,275	4.6%	3,024,806
Total Expenditures	$ 145,469	$ 3,170,275	4.6%	$ 3,024,806

RESTRICTED PURPOSE FUND REVENUE
July 31, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	-	$744,325	0.0%	744,325
ISBE grant revenue- other	-	261,362	0.0%	261,362
Other Sources	-	3,776,386	0.0%	3,776,386
Total State Government	-	4,782,073	0.0%	4,782,073
FEDERAL GOVERNMENT				
ICCB - adult education	-	418,245	0.0%	418,245
Department of education	-	16,074,280	0.0%	16,074,280
Other	-	8,000	0.0%	8,000
Total Federal Government	-	16,500,525	0.0%	16,082,280
Total Revenue	$ -	$ 21,282,598	0.0%	$ 20,864,353

RESTRICTED PURPOSE FUND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	$ 90,374	$ 1,246,003	7.3%	$ 1,155,629
Employee benefits	12,008	2,074,740	0.6%	2,062,732
Contractual services	13,091	90,920	14.4%	77,829
Material and supplies	383	243,575	0.2%	243,192
Conferences and meetings	-	24,250	0.0%	24,250
Other Fixed Charges	-	9,551	0.0%	9,551
Student grants and scholarships	-	10,500	0.0%	10,500
Total Instruction	115,856	3,699,539	3.1%	3,583,683
Academic Support				
Employee benefits	-	250,000	0.0%	250,000
Total Academic Support	-	250,000	0.0%	250,000
Student Services				
Salaries	38,400	704,809	5.4%	666,409
Employee benefits	12,213	560,409	2.2%	548,196
Other Contract Services	-	291,905	0.0%	291,905
Material and supplies	-	850,897	0.0%	850,897
Conferences and meetings	-	85,917	0.0%	85,917
Fixed charges	-	20,820	0.0%	20,820
Student grants and scholarships	-	56,956	0.0%	56,956
Total Student Services	50,613	2,571,713	2.0%	2,521,100
Public Service/Continuing Education				
Salaries	17,871	206,814	8.6%	188,943
Employee benefits	3,903	116,200	3.4%	112,297
Contractual services	-	3,000	0.0%	3,000
Material and supplies	-	10,738	0.0%	10,738
Conferences and meetings	-	22,610	0.0%	22,610
Total Public Service/Continuing Education	21,774	359,362	6.1%	337,588

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
Auxiliary Services				
Employee benefits	$ -	$ 125,000	0.0%	$ 125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
Operations and Maintenance of Plant				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
Institutional Support				
Salaries	2,228	25,000	8.9%	22,772
Employee benefits	318	400,000	0.1%	399,682
Contractual services	9,305	206,942	4.5%	197,637
Materials and supplies	130	964,858	0.0%	964,728
Other Fixed Charges	-	524,485	0.0%	524,485
Capital Outlay	70,720	541,789	13.1%	471,069
Student grants and waivers	-	0	0.0%	-
Total Institutional Support	82,701	2,663,074	3.1%	2,580,373
Scholarships, Student Grants & Waivers				
Salaries	4,491	131,529	3.4%	127,038
Student grants and scholarships	55,276	11,032,381	0.5%	10,977,105
Total Scholarships, Student Grants & Waivers	59,767	11,163,910	0.5%	11,104,143
Total Expenditures	$ 330,711	$ 21,282,598	1.6%	$ 20,951,887

AUDIT FUND REVENUE AND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ -	$ 77,305	0.0%	$ 77,305
MISCELLANEOUS				
Investment revenue	-	50	0.0%	50
Total Revenue	$ -	$ 77,355	0.0%	$ 77,355
Transfers in	-	-	0.0%	-
Total Revenue and Transfers in	$ -	$ 77,355	0.0%	$ 77,355
EXPENDITURES				
By Program:				
Institutional Support				
Contractual services	-	87,300	0.0%	87,300
Total Expenditures	$ -	$ 87,300	0.0%	$ 87,300

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

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ -	$ 847,710	0.0%	$ 847,710
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	$ -	$ 847,810	0.0%	$ 847,810
EXPENDITURES				
By Program:				
Instruction				
Employee benefits	-	135,000	0.0%	135,000
Total Instruction	-	135,000	0.0%	135,000
Academic Support				
Employee benefits	-	16,500	0.0%	16,500
Student Services				
Employee benefits	-	24,500	0.0%	24,500
Total Academic Support	-	24,500	0.0%	24,500
Public Service/Continuing Education				
Employee benefits	-	8,000	0.0%	8,000
Auxiliary Services				
Employee benefits	-	4,500	0.0%	4500
Operations and Maintenance of Plant				
Salaries	-	70,000	0.0%	70,000
Employee benefits	-	21,000	0.0%	21,000
Total Operations and Maintenance of Plant	-	91,000	0.0%	91,000
Institutional Support				
Employee benefits	-	70,000	0.0%	70,000
Contractual services	-	220,000	0.0%	220,000
Other Fixed Charges	305,817	355,000	86.1%	49,183
Total Institutional Support	305,817	645,000	47.4%	339,183
Total Expenditures	$ 305,817	$ 924,500	33.1%	$ 618,683

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
July 31, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ -	$ 682,610	0.0%	$ 682,610
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	-	682,710	0.0%	682,710
EXPENDITURES				
By Program:				
Institutional Support				
Fixed charges	-	641,575	0.0%	641,575
TRANSFERS OUT	-	-	0.0%	-
Total Expenditures	$ -	$ 641,575	0.0%	$ 641,575

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

	Actual	Budget	%	Budget Remaining
REVENUE				
STATE GOVERNMENT				
Capital Development Board	-	2,853,967	0.0%	2,853,967
Total	-	2,853,967	0.0%	2,853,967
OTHER SOURCES				
Bonds		-	0.0%	-
Investment Interest	-	-	0.0%	-
Total	-	-	#DIV/0!	-
TRANSFERS IN	$ -	$ 3,000,000	0.0%	$ 3,000,000
Total Revenue and Transfers in	$ -	$ 5,853,967	0.0%	$ 5,853,967
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Contractual services	-	1,965,500	0.0%	1,965,500
Capital outlay	-	3,888,467	0.0%	3,888,467
Total Operation and Maintenance of Plant	-	5,853,967	0.0%	5,853,967
Total Expenditures	$ -	$ 5,853,967	0.0%	$ 5,853,967

Morton Community College
FY22 Budget Report
For 12 Month Ending June 30, 2022

MORTON COLLEGE

Morton Community College **100%**
Budget Report Summary
June 30, 2022

Funds	Actual	Budget	%	Budget Remaining
Education Fund				
Revenue	$ 28,102,011	$ 29,127,709	96.5%	$ 1,025,698
Expenditures	(27,215,209)	(29,127,709)	93.4%	(1,912,500)
Net	$ 886,802	$ -		$ (886,802)
Operations & Maintenance Fund				
Revenue	$ 3,966,753	$ 2,927,600	135.5%	$ (1,039,153)
Expenditures	(2,623,593)	(2,927,065)	89.6%	(303,472)
Net	$ 1,343,160	$ 535		$ (1,342,625)
Restricted Purpose Fund				
Revenue	$ 13,785,362	$ 31,190,042	44.2%	$ 17,404,680
Expenditures	(16,442,939)	(31,193,528)	52.7%	(14,750,589)
Net	$ (2,657,577)	$ (3,486)		$ 2,654,091
Audit Fund				
Revenue	$ 76,973	$ 72,950	105.5%	$ (4,023)
Expenditures	(10,000)	(81,600)	12.3%	(71,600)
Net	$ 66,973	$ (8,650)		$ (75,623)
Liability, Protection & Settlement Fund				
Revenue	$ 839,582	$ 811,916	103.4%	$ (27,666)
Expenditures	(914,656)	(1,227,500)	74.5%	(312,844)
Net	$ (75,074)	$ (415,584)		$ (340,510)
General Bond Obligation Fund				
Revenue	$ 814,182	$ 675,628	120.5%	$ (138,554)
Expenditures	(646,575)	(646,575)	100.0%	-
Net	$ 167,607	$ 29,053		$ (138,554)
Operations & Maintenance (Restricted) Fund				
Revenue	$ 3,441,831	$ 6,366,308	54.1%	$ 2,924,477
Expenditures	(3,268,582)	(6,366,308)	51.3%	(3,097,726)
Net	$ 173,249	$ -		$ (173,249)
All Funds				
Revenue	$ 51,026,694	$ 71,172,153	71.7%	$ 20,145,459
Expenditures	(51,121,554)	(71,570,285)	71.4%	$ (20,448,731)
Net	$ (94,860)	$ (398,132)		$ (303,272)

EDUCATION FUND REVENUE
June 30, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ 7,958,422	$ 7,649,000	104.0%	$ (309,422)
Total Local Government	$ 7,958,422	$ 7,649,000		$ (309,422)
CORPORATE PERSONAL PROPERTY TAXES	$ 1,689,735	$ 750,000	225.3%	$ (939,735)
SURS HEALTH - ON BEHALF PAYMENTS	$ -	$ -	0.0%	$ -
STATE GOVERNMENT				
ICCB credit hour grants	$ 2,472,630	$ 2,314,560	106.8%	$ (158,070)
ICCB equalization grants	4,757,670	4,570,045	104.1%	(187,625)
CTE formula grant	173,082	160,000	0.0%	(13,082)
Total State Government	$ 7,403,382	$ 7,044,605		$ (358,777)
STUDENT TUITION AND FEES				
Tuition	$ 9,290,525	$ 9,859,300	94.2%	$ 568,775
Fees	1,691,106	2,182,504	77.5%	491,398
Other	-	1,300,000	0.0%	1,300,000
Total Tuition and Fees	$ 10,981,631	$ 13,341,804		$ 2,360,173
MISCELLANEOUS				
Sales and service fees	$ 31,296	$ 252,300	12.4%	$ 221,004
Investment revenue	37,545	60,000	62.6%	22,455
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	$ 68,841	$ 342,300		$ 273,459
Total Revenue	$ 28,102,011	$ 29,127,709	96.5%	$ 1,025,698
Transfers in	$ -	$ -	0.0%	$ -
Total Revenue and Transfers in	$ 28,102,011	$ 29,127,709	96.5%	$ 1,025,698

EDUCATION FUND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	$ 9,103,552	$ 8,689,743	104.8%	$ (413,809)
Employee benefits	739,777	850,262	87.0%	110,485
Contractual services	250,815	373,500	67.2%	122,685
Material and supplies	279,970	593,950	47.1%	313,980
Conferences and meetings	37,109	61,785	60.1%	24,676
Total Instruction	10,411,223	10,569,240	98.5%	158,017
Academic Support				
Salaries	1,082,682	1,240,696	87.3%	158,014
Employee benefits	206,781	265,380	77.9%	58,599
Contractual services	196,560	303,000	64.9%	106,440
Material and supplies	161,019	341,280	47.2%	180,261
Conferences and meetings	14,600	26,100	55.9%	11,500
Fixed charges	81,958	80,000	102.4%	-1,958
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	1,743,600	2,257,456	77.2%	513,856
Student Services				
Salaries	1,954,104	2,121,429	92.1%	167,325
Employee benefits	235,559	296,988	79.3%	61,429
Contractual services	156,613	231,000	67.8%	74,387
Material and supplies	49,851	164,750	30.3%	114,899
Conferences and meetings	56,341	88,650	63.6%	32,309
Fixed charges	19,792	21,500	92.1%	1,708
Total Student Services	2,472,260	2,924,317	84.5%	452,057
Public Service/Continuing Education				
Salaries	252,486	246,224	102.5%	(6,262)
Employee benefits	36,726	54,745	67.1%	18,019
Contractual services	93,603	217,000	43.1%	123,397
Material and supplies	9,688	26,200	37.0%	16,512
Conferences and meetings	3,970	5,250	75.6%	1,280
Other tuition/fee waiver	4,176	5,000	83.5%	824
Total Public Service/Continuing Education	400,649	554,419	72.3%	153,770
Auxiliary Services				
Salaries	253,300	220,425	114.9%	(32,875)
Employee benefits	40,822	42,026	97.1%	1,204
Contractual services	634,860	646,500	98.2%	11,640
Material and supplies	476,567	485,000	98.3%	8,433
Conferences and meetings	204,314	210,000	97.3%	5,686
Fixed charges	50,236	51,500	97.5%	1,264
Total Auxiliary Services	1,660,099	1,655,451	100.3%	-4,648

EDUCATION FUND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
Institutional Support				
Salaries	$ 2,396,793	$ 2,579,647	92.9%	$ 182,854
Employee benefits	402,998	511,879	78.7%	108,881
Contractual services	1,155,780	1,500,000	77.1%	344,220
Material and supplies	580,650	844,800	68.7%	264,150
Conferences and meetings	163,981	215,000	76.3%	51,019
Fixed charges	48	1,500	3.2%	1,452
Other	99,389	140,000	71.0%	40,611
Total Institutional Support	4,799,639	5,792,826	82.9%	993,187
Scholarships, Student Grants & Waivers				
Student grants and scholarships	2,227,738	1,529,000	145.7%	(698,738)
Total Scholarships, Student Grants & Waivers	2,227,738	1,529,000	145.7%	(698,738)
Contingencies	-	345,000	0.0%	345,000
Total Expenditures	$ 23,715,208	$ 25,627,709	92.5%	$ 1,912,501
Transfers out	3,500,000.00	3,500,000	0.0%	0
Total Expenditures and Transfers out	$27,215,208	$ 29,127,709	93.4%	$ 1,912,501

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ 1,547,500	$ 1,498,600	103.3%	$ (48,900)
CORPORATE PERSONAL PROPERTY TAXES	1,689,735	750,000	225.3%	-939,735
STATE GOVERNMENT				
ICCB equalization grants	650,000.00	650,000	100.0%	-
STUDENT FEES				
Fees	65,714	-	0.0%	-65,714
Total Student Fees	65,714	0	0.0%	-65,714
MISCELLANEOUS				
Sales and service fees	20	5,000	0.4%	4,980
Facilities	16,000	14,000	114.3%	-2,000
Investment revenue	-2,217	10,000	-22.2%	12,217
Total Miscellaneous	13,803	29,000	47.6%	15,197
Transfers in	-	-	-	-
Total Revenue	$ 3,966,752	$ 2,277,600	174.2%	$ (1,039,152)
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	$1,283,749	$1,267,024	101.3%	($16,725)
Employee benefits	144,242	199,041	72.5%	54,799
Contractual services	423,807	490,000	86.5%	66,193
Material and supplies	91,998	148,500	62.0%	56,502
Conferences and meetings	4,112	6,500	63.3%	2,388
Utilities	673,498	804,000	83.8%	130,502
Capital outlay	2,185	12,000	18.2%	9,815
Other	-	0	0.0%	-
Total Operations and Maintenance of Plant	2,623,591	2,927,065	89.6%	303,474
Total Expenditures	$ 2,623,591	$ 2,927,065	89.6%	$ 303,474

RESTRICTED PURPOSE FUND REVENUE
June 30, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	705,975	$705,975	100.0%	-
ISBE grant revenue- other	264,643	264,701	100.0%	58
Other Sources	53,487	3,733,486	1.4%	3,679,999
Total State Government	1,024,105	4,704,162	21.8%	3,680,057
FEDERAL GOVERNMENT				
ICCB - adult education	286,853	391,998	73.2%	105,145
Department of education	12,470,673	26,073,258	47.8%	13,602,585
Other	3,729	20,623	0.0%	16,894
Total Federal Government	12,761,255	26,485,879	48.2%	13,619,479
Total Revenue	$ 13,785,360	$ 31,190,041	44.2%	$ 17,299,536

RESTRICTED PURPOSE FUND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	$ 1,148,546	$ 1,158,874	99.1%	$ 10,328
Employee benefits	74,889	2,072,446	3.6%	1,997,557
Contractual services	70,419	84,901	82.9%	14,482
Material and supplies	220,898	267,986	82.4%	47,088
Conferences and meetings	2,605	2,945	88.5%	340
Other Fixed Charges	17,936	17,936	100.0%	-
Student grants and scholarships	12,225	21,954	55.7%	9,729
Total Instruction	1,547,518	3,627,042	42.7%	2,079,524
Academic Support				
Employee benefits	-	250,000	0.0%	250,000
Total Academic Support	-	250,000	0.0%	250,000
Student Services				
Salaries	187,350	544,113	34.4%	356,763
Employee benefits	36,643	496,593	7.4%	459,950
Other Contract Services	65,523	303,155	21.6%	237,632
Material and supplies	586,795	1,008,444	58.2%	421,649
Conferences and meetings	26,848	106,212	25.3%	79,364
Fixed charges	-	100	0.0%	100
Student grants and scholarships	119,476	167,046	71.5%	47,570
Total Student Services	1,022,635	2,625,663	38.9%	1,603,028
Public Service/Continuing Education				
Salaries	206,812	213,265	97.0%	6,453
Employee benefits	44,068	130,475	33.8%	86,407
Contractual services	2,376	1,800	132.0%	(576)
Material and supplies	1,304	2,261	57.7%	957
Conferences and meetings	8,873	14,900	59.6%	6,027
Total Public Service/Continuing Education	263,433	362,701	72.6%	99,268

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
Auxiliary Services				
Employee benefits	$ -	$ 125,000	0.0%	$ 125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
Operations and Maintenance of Plant				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
Institutional Support				
Salaries	108,432	90,000	120.5%	(18,432)
Employee benefits	26,413	420,000	6.3%	393,587
Contractual services	800,159	1,000,000	80.0%	199,841
Materials and supplies	1,185,927	2,791,884	42.5%	1,605,957
Other Fixed Charges	119,959	644,444	18.6%	524,485
Capital Outlay	919,870	3,001,825	30.6%	2,081,955
Student grants and waivers	43,058	250,000	17.2%	206,942
Total Institutional Support	3,203,818	8,198,153	39.1%	4,994,335
Scholarships, Student Grants & Waivers				
Salaries	112,251	131,529	85.3%	19,278
Student grants and scholarships	10,293,284	15,423,440	66.7%	5,130,156
Total Scholarships, Student Grants & Waivers	10,405,535	15,554,969	66.9%	5,149,434
Total Expenditures	$ 16,442,939	$ 31,193,528	52.7%	$ 14,750,589

AUDIT FUND REVENUE AND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ 76,971	$ 72,900	105.6%	$ (4,071)
MISCELLANEOUS				
Investment revenue	1	50	2.0%	49
Total Revenue	$ 76,972	$ 72,950	105.5%	$ (4,022)
Transfers in	-	-	0.0%	-
Total Revenue and Transfers in	$ 76,972	$ 72,950	105.5%	$ (4,022)
EXPENDITURES				
By Program:				
Institutional Support				
Contractual services	10,000	81,600	12.3%	71,600
Total Expenditures	$ 10,000	$ 81,600	12.3%	$ 71,600

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

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ 839,572	$ 811,816	103.4%	$ (27,756)
MISCELLANEOUS				
Investment revenue	10	100	10.0%	90
Total Revenue	$ 839,582	$ 811,916	103.4%	$ (27,666)
EXPENDITURES				
By Program:				
Instruction				
Employee benefits	140,543	135,000	104.1%	(5,543)
Total Instruction	140,543	135,000	104.1%	(5,543)
Academic Support				
Employee benefits	16,114	16,500	97.7%	386
Student Services				
Employee benefits	28,459	20,500	138.8%	(7,959)
Total Academic Support	28,459	20,500	138.8%	(7,959)
Public Service/Continuing Education				
Employee benefits	4,753	7,500	63.4%	2,747
Auxiliary Services				
Employee benefits	3,477	4,500	77.3%	1023
Operations and Maintenance of Plant				
Salaries	149,053	350,000	42.6%	200,947
Employee benefits	20,567	23,500	87.5%	2,933
Total Operations and Maintenance of Plant	169,620	373,500	45.4%	203,880
Institutional Support				
Employee benefits	42,857	75,000	57.1%	32,143
Contractual services	205,843	200,000	102.9%	-5,843
Other Fixed Charges	302,990	395,000	76.7%	92,010
Total Institutional Support	551,690	670,000	82.3%	118,310
Total Expenditures	$ 914,656	$ 1,227,500	74.5%	$ 312,844

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
June 30, 2022

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	$ 814,174	$ 675,528	120.5%	$ (138,646)
MISCELLANEOUS				
Investment revenue	8	100	8.0%	92
Total Revenue	814,182	675,628	120.5%	(138,554)
EXPENDITURES				
By Program:				
Institutional Support				
Fixed charges	646,575	646,575	100.0%	-
TRANSFERS OUT	-	-	0.0%	-
Total Expenditures	$ 646,575	$ 646,575	100.0%	$ -

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

	Actual	Budget	%	Budget Remaining
REVENUE				
STATE GOVERNMENT				
Capital Development Board	-	2,866,308	0.0%	2,866,308
Total	-	2,866,308	0.0%	2,866,308
OTHER SOURCES				
Bonds		-	0.0%	-
Investment Interest	(58,169)	-	0.0%	58,169
Total	(58,169)	-	#DIV/0!	58,169
TRANSFERS IN	$ 3,500,000	$ 3,500,000	100.0%	$ -
Total Revenue and Transfers in	$ 3,441,831	$ 6,366,308	54.1%	$ 2,924,477
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Contractual services	99,216	100,000	99.2%	784
Capital outlay	3,169,365	6,266,308	50.6%	3,096,943
Total Operation and Maintenance of Plant	3,268,581	6,366,308	51.3%	3,097,727
Total Expenditures	$ 3,268,581	$ 6,366,308	51.3%	$ 3,097,727

Morton College Treasurer's Report

Month Ending: June 2022

Institution	*Purchased*	*Principal*	*Rate*	*Type*	*Maturity*
The Illinois Funds, Springfield					
	1-May-06	$10,669,441.17	0.0100%	TIF Prime Fund	30-Jun-22
First Midwest Bank	11-Mar-20	$ 251,534.75	1.0940%	CD	30-Jun-22
First Midwest Bank	11-Mar-20	$ 251,534.75	1.0940%	CD	30-Jun-22
	Sum	$11,172,510.67			
Grand Total		**$ 11,172,510.67**			

Morton College Treasurer's Report

Month Ending: July 2022

Institution	*Purchased*	*Principal*	*Rate*	*Type*	*Maturity*
The Illinois Funds, Springfield					
	1-May-06	$10,683,988.33	0.0100%	TIF Prime Fund	31-Jul-22
First Midwest Bank	11-Mar-20	$ 251,534.75	1.0940%	CD	31-Jul-22
First Midwest Bank	11-Mar-20	$ 251,534.75	1.0940%	CD	31-Jul-22
	Sum	$11,187,057.83			
Grand Total		**$ 11,187,057.83**			

PROPOSED ACTION:

THAT THE BOARD APPROVE THE RENEWAL OF THE AFFILATION AGREEMENT WITH Chamberlain University FOR Precepting NURSING STUDENTS

RATIONALE:

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

COST ANALYSIS: NONE

ATTACHMENT: SEE ATTACHED RESOLUTION AND MOU

A RESOLUTION APPROVING AND ADOPTING
A MEMORANDUM OF UNDERSTANING
BETWEEN
MORTON COLLEGE, COMMUNITY COLLEGE DISTRICT NO. 527
AND
CHAMBERLAIN UNIVERSITY

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

WHEREAS, Morton is created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Public Community College Act of the State of Illinois (110 ILCS 805/1-1 et seq.) (the "Act"), as supplemented and amended; and

WHEREAS, Section 10 of Article VI of the Constitution of the State of Illinois provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.,* as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency in the State of Illinois; and

WHEREAS, Chamberlain University ("Chamberlain") may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the Morton wishes to enter into a Memorandum of Understanding ("MOU") with Chamberlain to provide Chamberlain's students in its Master of Science in Nursing Program with opportunities for a practicum experience at Morton ("Practicum"); and

WHEREAS, Chamberlain, a for-profit healthcare and nursing school with locations across the United States and online programs, wishes to enter into this MOU with Morton so that Chamberlain's students may participate in the Practicum (and said MOU is attached hereto as

Exhibit A and is hereinafter referred to as the "Agreement"); and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the "Board") has determined that it is in the best interests of Morton to enter into the MOU attached hereto as Exhibit A.

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

Section 1. Incorporation of Preambles.

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

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the MOU with Chamberlain, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the MOU and to ratify any steps taken to effectuate those goals.

Section 3. Authorization.

The Board hereby authorizes and directs the President or his designee to enter into and approve the MOU in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board authorizes and directs the President or his designee to execute the applicable MOU, with such insertions, omissions and changes as shall be approved by the President and the Attorney, and the Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The President or his designee is hereby authorized and directed to execute the MOU and any and all such other documents as may be necessary to carry out and effectuate the purpose of this Resolution.

Section 4. Headings.

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

Section 5. Severability.

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

Section 6. Superseder.

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

Section 7. Effective Date.

This Resolution shall be effective and in full force August 24, 2022.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 24th day of August 2024.

_____

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

Attest:

_____

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

EXHIBIT A

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MEMORANDUM OF UNDERSTANDING
MASTER OF SCIENCE IN NURSING PROGRAM PRACTICUM

Chamberlain University (**"University"**) Representative: Terri Toomey Title: Sr. Manager, Experiential Learning Operations 500 W. Monroe Street, Suite 28 Chicago, IL 60661 Email: clinicalcontracts@chamberlain.edu Phone: (630) 487-4350	Morton College (**"Facility"**) Representative: Lauren Caruso, MSN, RN, CNL Title: Associate Dean of Nursing Programs 3801 South Central Avenue, Ste. 302C Cicero, IL 60804 E-mail: Lauren.Caruso@morton.edu Phone: 708-656-8000, ext. 2264

It is the intent of the above-named parties (individually referred to as **"Party"** and collectively referred to as **"Parties"**) to work together to provide the University's students in the Master of Science in Nursing Program (**"Nursing Program"**) with opportunities for a practicum experience at the Facility. To that end, the Parties agree to the following provisions contained in this Memorandum of Understanding (**"MOU"**):

Responsibilities of University:

- Ensure students have met all applicable University eligibility requirements of the Nursing Program prior to assignment.
- Retain ultimate responsibility for the educational and practicum experience of the Nursing Program, including grading.
- Establish competencies to be addressed during the practicum experience.
- Design the practicum experience as prescribed by the University's curriculum.
- Suggest activities to enhance the practicum experience.
- Provide a faculty member to serve as liaison with the Facility.
- Notify students of their responsibility to abide by the Facility's policies, procedures, rules, and regulations.
- Provide the Facility with course syllabus, expected outcomes, evaluation tools, and the practicum experience requirements of the University.
- Maintain professional and general liability insurance for personal injury and property damage caused by the negligent acts or omissions of its employees, officers and students. Professional liability shall be in the coverage amounts of $1,000,000 per claim and $3,000,000 in aggregate and general liability shall be in the coverage amounts of $1,000,000 per occurrence or claim and $2,000,000 in aggregate. Certificate of Insurance naming the Facility as an additional insured on the University's general liability policy for purposes of this MOU shall be provided upon request.
- The University agrees to hold harmless and indemnify the Facility, its officers, trustees and employees against losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by the Facility, its officers, trustees or employees, including reasonable attorneys' fees, arising out of the negligent acts or omissions of the University, its officers, students or employees, under this MOU. This indemnification obligation shall survive the cancellation, termination, or expiration of this MOU.

Rights and Responsibilities of the Facility:

- Retain ultimate responsibility for patient care at all times. Students and faculty will not be used to provide services in place of the Facility staff. The University's Students and faculty are not employees of the Facility and are not entitled to any compensation or benefits from the Facility, including Workers' Compensation benefits.
- Cooperate with the University's faculty to promote the success of the Nursing Program.
- Remove students from further participation if they does not comply with the Facility's expectations or if the Facility is concerned about safety or patient care.
- Provide equipment & supplies necessary for the practicum experience at the Facility.
- Share guidelines for developing competence in the practicum activities.
- Mentor students in professional development.
- Provide input on student performance, including contribution to any evaluation required by the Nursing Program.
- Maintain insurance coverage in reasonable amounts and with such coverage as may be standard for the industry and geographic area.

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- The Facility agrees to hold harmless and indemnify the University, its officers, trustees, students and employees against losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by the University, its officers, trustees or employees, including reasonable attorneys' fees, arising out of the negligent acts or omissions of the Facility, its officers or employees, under this MOU. This indemnification obligation shall survive the cancellation, termination, or expiration of this MOU.

Mutual Understandings:

- A student's practicum experience is distinctly separate and apart from the student's work responsibilities and schedule if the student is employed at the Facility. During time designated for the practicum experience, the Facility will not require the student to engage in work-related activities.
- The practicum experience is not a clinical experience. The student is not to engage in direct patient care at the Facility at any time during the hours designated for the practicum experience.
- The Parties hereby incorporate by reference the attached **Exhibit A [Facility Specific Requirements].**
- All notices and other communications hereunder shall be given in writing and shall be deemed given as of the date of delivery. If mailed, notice shall be sent first class, postage prepaid, certified or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notice will be delivered or sent to the Parties' respective addresses and to the attention of the person set forth above.
- No agreements concerning the transfer or exchange of any asset of either Party is intended or implied by this MOU. The University and Facility are separate and independent institutions of higher education and by this agreement both will continue to operate as separate institutions. The authorized administrators of both Parties are authorized to sign, prepare and implement plans of action and procedures necessary to implement this MOU. None of the benefits of employment with one institution shall be deemed given or transferred to the employees of the other institution, including worker's compensation insurance or the accrual of tenure.
- In no event shall the Facility be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- Each Party assumes full responsibility for the payment of all federal, state and local taxes it incurs as a result of this MOU.
- This MOU is for a two (2) year term, running from August 1, 2022 through July 31, 2024. Either Party may terminate this MOU immediately for cause or upon thirty (30) days prior written notice without cause. Termination shall not prevent any student who is currently enrolled from completing the practicum experience.
- Both Parties agree to comply with all applicable laws and regulations, including laws prohibiting discrimination. Neither party shall discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other basis prohibited by law, rule or regulation.
- If any provision of this MOU or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this MOU shall continue to be valid and enforceable to the fullest extent permitted by law.
- This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- This MOU shall be governed by and construed in accordance with the substantive laws of the State of Illinois, regardless of any conflict of laws provision. All disputes arising out of this MOU, wherever derived, will be resolved in the Circuit Court of Cook County, Illinois.
- This document shall be the entire understanding and agreement between the Parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, not incorporated herein are superseded hereby. Any modifications and amendments to this MOU must be in writing and signed by authorized agents of both Parties.
- Each of the Parties hereto represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder.

_____	DocuSigned by: Terri Toomey 6D3CA426A19E447...
Morton College, President	**Chamberlain University, Sr. Manager, Experiential Learning Operations**
_____	8/5/2022
Date	**Date**

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EXHIBIT A

FACILITY SPECIFIC REQUIREMENTS

Facility: ***MORTON COLLEGE*** School: ***CHAMBERLAIN UNIVERSITY***

Date Completed: 7/11/2022 By: Debra Kupec Email: Debra.Kupec@morton.edu Program: **Nursing**

Nursing (ADN, LPN, BSN, RN-BSN Option) →State Specific Requirements Apply

Master of Science, Advanced Practice Nursing Specialties, & Doctor of Nursing Practice →State Specific Requirements Do Not Apply

☐ Facility does NOT have background, drug screen or immunization requirements of student.

Facility Requirements:

Please indicate which of the following items are required/waived	**Required by Site**	**Waived Due to Employment**	**NOTES:**
1. Criminal Background Check (criminal history with national & statewide sex offender registry check; Two (2) AKA)	☒	☐	Click or tap here to enter text.
2. Drug Screen – Twelve (12) panel Marijuana, Cocaine, Amphetamines, Opiates, Propoxyphene, Oxycodone/Oxymorphone, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone, & Ecstasy	☒	☐	Click or tap here to enter text.
3. Fingerprint Clearance *(as required by state law(s) or facility)* a) State of Choose an item. fingerprinting b) FBI fingerprinting c) OH-BCI fingerprinting (state of Ohio, only)	☐ ☐ ☐	☐ ☐ ☐	Click or tap here to enter text.
4. State Employee Disqualification List (State of Missouri ONLY)	☐	☐	Click or tap here to enter text.
5. Family Care Registry (State of Missouri Requirement ONLY)	☐	☐	Click or tap here to enter text.
6. Confidentiality agreement executed by participating student	☒	☐	Click or tap here to enter text.
7. Physical Exam	☒	☐	Click or tap here to enter text.
8. Test/Immunization Requirements: a) 2-Step PPD (one time) b) PPD (Annually)	☐ ☐	☐ ☐	Please see #16 "other requirements".
c) Hepatitis A (only if site requires) Titers (only if site requires)	☐ ☐	☐ ☐	Click or tap here to enter text.
d) Hepatitis B (Vaccine) Titers (only if site requires)	☐ ☒	☐ ☐	Vaccines required if titer does not prove immunity.
e) Hepatitis C Titers (only if site requires)	☐	☐	Click or tap here to enter text.
f) MMR (Vaccine) Titers (only if site requires)	☐ ☒	☐ ☐	Vaccine required if titer does not prove immunity.
g) Polio (only if site requires) Titers (only if site requires)	☐ ☐	☐ ☐	Click or tap here to enter text.
h) Varicella (Vaccine) Titers (only if site requires)	☐ ☒	☐ ☐	Vaccine required if titer does not prove immunity.
9. CPR Certification	☒	☐	AHA BLS
10. Proof of Health Insurance	☒	☐	Click or tap here to enter text.
11. HIPAA Competency *(Annually)*	☒	☐	Click or tap here to enter text.
12. OSHA (Blood Borne Path) Competency *(Annually)*	☒	☐	Click or tap here to enter text.
13. Tetanus (within Ten (10) years) a) TDAP Required	☐ ☒	☐ ☐	Click or tap here to enter text.
14. Meningococcal	☐	☐	Click or tap here to enter text.
15. Flu Vaccine-Seasonal	☒	☐	Click or tap here to enter text.
16. Other Requirements of Facility a)_____Quantiferon is required for TB _____ b)_____	☒ ☐	☐ ☐	Click or tap here to enter text.

PROPOSED ACTION:

Board approval for 2022-2023 NJCAA Membership Renewal Dues.

RATIONALE:

This payment is required for Morton College to participate in the NJCAA.

COST ANALYSIS:

$3,600.00

ATTACHMENT:

2022-2023 NJCAA Membership Renewal Dues Invoice

Jason Nichols

From: njcaa@salesforce.org <salesforce@carabinergroup.com>
Sent: Wednesday, August 10, 2022 10:49 AM
To: Jason Nichols
Cc: accountspayable@njcaa.org
Subject: [EXTERNAL]: National Junior College Athletic Association INVOICE

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CAUTION: This email originated from outside of the organization. Do not click links, respond or open attachments unless you recognize the sender and know the content is safe.

National Junior College Athletic Association
INVOICE

8801 JM Keynes Drive
Suite 450
Charlotte, NC 28262
accountspayable@njcaa.org

Invoice Date: 8/10/2022 12:00 AM
Invoice ID: INV-01683
Payment Terms: Due Upon Receipt
Due Date: 09/15/2022 (late charge applied after)
Payment Method: Check

Bill To: Morton College
3801 S. Central Ave
Cicero, Illinois 60804

Description: 2022-2023 NJCAA Membership Dues

Qty ~ Description ~ Unit Price ~ Line Item Amount

1 x 2022-2023 NJCAA Membership Dues x $3,200.00 x $3,200.00
1 x 2022-2023 Annual Formstack Sign Subscription x $400.00 x $400.00

Subtotal: $3,600.00
Invoice Total: $3,600.00

Payments: $0.00
Balance: $3,600.00

For check payments, remit to:
National Junior College Athletic Association (NJCAA)
8801 JM Keynes Dr Suite 450
Charlotte, NC 28262

For W-9, please click here: www.njcaa.org/w9

PROPOSED ACTION:

Board approval for 2022-2023 NJCAA Coaches Association Membership Renewal Dues.

RATIONALE:

This payment is required to Coach in NJCAA.

COST ANALYSIS:

$1,328.00

ATTACHMENT:

2022-2023 NJCAA Coaches Association Membership Renewal Dues Invoice

Jason Nichols

From: njcaa@salesforce.org <salesforce@carabinergroup.com>
Sent: Wednesday, August 10, 2022 10:37 AM
To: Jason Nichols
Cc: accountspayable@njcaa.org
Subject: [EXTERNAL]: NJCAA Coaches Association INVOICE

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CAUTION: This email originated from outside of the organization. Do not click links, respond or open attachments unless you recognize the sender and know the content is safe.

NJCAA Coaches Association

8801 JM Keynes Drive
Suite 450
Charlotte, NC 28262
accountspayable@njcaa.org

Invoice Date: 8/10/2022 12:00 AM
Invoice ID: INV-01681
Payment Terms: Due Upon Receipt
Due Date: 09/15/2022 (late charge applied after)
Payment Method: Check

Bill To: Morton College
3801 S. Central Ave
Cicero, Illinois 60804

Description: **2022-2023 NJCAA Coaches Association Dues**

Baseball - $130.00
Men's Basketball - $88.00
Women's Basketball - $100.00

Men's Cross Country (with USTFCCCA) - $145.00
Women's Cross Country (with USTFCCCA) - $145.00
Men's Golf | II - $65.00
Women's Golf - $100.00
Men's Soccer - $75.00
Women's Soccer - $75.00
Softball (with NFCA) - $125.00
Volleyball (with AVCA) - $115.00
Wrestling (with NWCA) - $165.00

Subtotal: $1,328.00
Invoice Total: $1,328.00

Payments: $0.00
Balance: $1,328.00

For check payments, remit to:
NJCAA Coaches Association
8801 JM Keynes Dr Suite 450
Charlotte, NC 28262

For W-9, please click here: www.njcaa.org/coachw9

PROPOSED ACTION: THAT THE BOARD APPROVES THE DIFFERENTIAL PAY REPORT FOR FACULTY IN THE AMOUNT OF $12,269.07 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

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

COST ANALYSIS: $12,269.07– Full-Time & Part-Time Faculty

ATTACHMENT: DIFFERENTIAL/CBA PAY STIPEND REPORT – SUMMER 2022

2022 Summer Course by Arrangements

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Section Minimum Credits	ECH	Rate	Assignment Paid Amount	Assignment Instructional Method	Section Start Date	Section End Date
0197414	Balek, Ludwig	CIS 136 01	Server Configuration & A	2	4	0.80	1242.00	$ 993.60	CBA	6/13/2022	8/4/2022
0166671	Bonick, Cara	PHT-101-NR	Medical Terminology/Clinicians	3	2	0.60	1292.00	$ 775.20	CBA	6/13/2022	8/4/2022
0162452	Foltz, Chris	FIR-190-11	Occupational Safety and Health	2	3	0.60	1077.98	$ 646.79	CBA	6/14/2022	8/4/2022
0000862	Napoletano, Elizabeth	CIS 144 01	Introduction to Python	2	3	0.60	986.47	$ 591.88	CBA	6/13/2022	8/4/2022
0000747	Paez, Elizabeth	MAT-080-1B	Mathematics Fundamentals	2	3	0.60	1292.00	$ 775.20	CBA	6/13/2022	8/4/2022
0000820	Pencheva, Tsonka	ECE 203 01	Emerging Literacy in Children	3	3	0.90	1336.00	$ 1,202.40	CBA	6/13/2022	8/4/2022
0195558	Pulaski, Andrew	LAW-101-EC	Intro to Law Enforcement	4	3	1.20	1386.00	$ 1,663.20	CBA	6/14/2022	8/4/2022
0000907	Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	5	3	1.50	1336.00	$ 2,004.00	CBA	6/13/2022	8/3/2022
0000943	Spaniol, Scott	MAT-098-NR	Statistics Support	2	3	0.60	1336.00	$ 801.60	CBA	6/13/2022	8/4/2022
0000868	Walley, Cynthia	CIS-220-NR	Systems Analysis	2	3	0.60	1336.00	$ 801.60	CBA	6/13/2022	8/4/2022
							Total	**$10,255.47**			

2022 Summer Instructor's Differential Pay Stipend Report

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

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES THE ADDENDUM TO THE ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR THE SUMMER 2022 SEMESTER AT THE TOTAL OF $116,999.85 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

RATIONALE: [Required by Board policy 2.3, the Board-Union Agreement, and Chapter 110, Act 85, Section 3-26 of the *Illinois Compiled Statutes*]

COST ANALYSIS:	$113,883.57	Approved in the July Board Meeting
	$3,116.28	To be approved in the August Board Meeting
	$116,999.85	Overall Adjunct Faculty Report for Summer 2022

ATTACHMENT: ADDENDUM – Adjunct Faculty Assignment/Employment Report – Summer 2022

2022 Summer Adjunct Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Assignment Paid Amount	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
0156441	Campbell, Dana	CHM-105-1B	General Chemistry I	7	$7,545.86	5	LEC/LAB	6/13/2022	8/1/2022	15
0007800	Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	3	$3,233.94	3	LEC	6/13/2022	8/4/2022	6
0003181	Dutt, Eric	ENG-102-22	Rhetoric II	3	$3,233.94	3	LEC	6/13/2022	8/1/2022	12
0003179	Eshafi, Nouri	ECE-202-1J	Math for Early Childhood	3	$3,314.76	3	LEC	6/13/2022	8/4/2022	6
0003210	Farina, Peter	BIO-203-1C	Anatomy & Physiology I	3	$3,233.94	4	LEC	6/14/2022	8/4/2022	20
0162452	Foltz, Chris		Special Project	3	$3,233.94		OVL	6/1/2022	8/4/2022	
0003110	Halm, James	SOC-100-1G	Intro to Sociology	3	$3,397.65	3	LEC	6/13/2022	8/3/2022	25
0003110	Halm, James	SOC-100-21	Intro to Sociology	3	$3,397.65	3	LEC	6/14/2022	8/4/2022	15
0003110	Halm, James	SOC-101-1D	The Family	3	$3,397.65	3	LEC	6/13/2022	8/1/2022	12
0003118	Hayward, James	CIS-159-NR	Adobe Photoshop	5	$4,899.65	3	LEC/LAB	6/13/2022	8/4/2022	10
0000841	Herrera, Michelle	CSS-100-EC	College Study Seminar	3	$2,822.13	3	LEC	6/13/2022	8/3/2022	17
0003136	Jenkins, Anthony	BIO-102-21	Introduction to Biology	6	$6,795.30	4	LEC/LAB	6/13/2022	8/4/2022	12
0106675	Khalifeh, Khalaf	BIO-102-1C	Introduction to Biology	6	$6,465.72	4	LEC/LAB	6/13/2022	8/3/2022	18
0003176	Leven, Robert	BIO-203-21	Anatomy & Physiology I	3	$3,397.65	4	LEC	6/13/2022	8/3/2022	21
0002926	Lopez, Beda	HCP-130-11	Medical Terminology	3	$3,116.28	3	LEC	6/14/2022	8/4/2022	14
0002037	LoPresti, Joseph	ART-120-NR	Art Appreciation	3	$3,397.65	3	LEC	6/13/2022	8/3/2022	26
0003100	Lyons, Kenneth	LAW-208-1B	Police Organization and Admin	3	$3,233.94	3	LEC	5/31/2022	6/30/2022	8
0173996	Mallett, Klaudia	PSY-101-22	Intro to Psychology	3	$3,077.10	3	LEC	7/5/2022	8/4/2022	8
0173996	Mallett, Klaudia	PSY-215-1B	Life Span: Survey of Human Dev	3	$3,077.10	3	LEC	5/31/2022	6/30/2022	10
0167581	Martinez Jr, Salvador	ENG-084-1F	Reading & Writing II	3	$3,233.94	3	LEC	6/13/2022	8/1/2022	7
0062924	Montiel, Octavio	MUS-131-1R	Private Applied Piano Non-Majo	0	$0.00	1	LEC	6/16/2022	8/4/2022	2
0062924	Montiel, Octavio	MUS-261-1R	Private Applied Piano Non-Majo	0	$0.00	1	LEC	6/16/2022	8/4/2022	1
0076708	Moreno, Berta	BUS-111-21	Principles of Business	3	$3,077.10	3	LEC	6/14/2022	8/4/2022	6
0003160	Perusich, James	ENG-086-1E	Reading & Writing III	3	$3,233.94	3	LEC	6/13/2022	8/3/2022	19
0003172	Ritz, Jim	LAW-210-11	Cold Case Investigation	3	$3,233.94	3	LEC	6/13/2022	8/1/2022	7
0189751	Selvaggio, Nicole	ENG-102-NR1	Rhetoric II	3	$3,077.10	3	LEC	6/13/2022	8/4/2022	24
0194372	Skov, Erik	MUS-134-1R	Private Applied Guitar Music M	0	$0.00	2	LEC	6/16/2022	8/4/2022	1
0194372	Skov, Erik	MUS-234-1R	Private Applied Guitar Music M	0	$0.00	2	LEC	6/16/2022	8/4/2022	1
0003165	Smith-Irowa, Pamela	ENG-102-1E	Rhetoric II	3	$3,397.65	3	LEC	6/13/2022	8/3/2022	19
0003141	Stevens, Jane		Special Project - Curator of Exhibition	4	$4,311.92		OVL	7/18/2022	3/2/2023	
0190101	Sulack, Alexandra	MUS-133-1R	Priv. Applied Voice Music No-M	0	$0.00	1	LEC	6/16/2022	8/4/2022	1
0190101	Sulack, Alexandra	MUS-163-1R	Priv. Applied Voice Music No-M	0	$0.00	1	LEC	6/16/2022	8/4/2022	1
0189488	Swint, Ashley	BUS-107-NR	Principles of Marketing	3	$3,077.10	3	LEC	6/13/2022	8/4/2022	14
0159232	Thelemaque, Cristina	BIO-204-1C	Anatomy & Physiology II	3	$3,397.65	4	LEC	6/13/2022	8/3/2022	11
0159232	Thelemaque, Cristina	BIO-204-2L	Anatomy & Physiology II	3	$3,397.65	4	LEC	6/14/2022	8/4/2022	8
0028667	Tracy, Colette	BUS-208-11	Principles of Management	3	$2,822.13	3	LEC	6/14/2022	8/4/2022	11
0003107	Vacek, Sarah	ECE-200-11	Play & Guidance of Children	3	$3,233.94	3	LEC	6/13/2022	8/1/2022	9
0003086	Zick, Jennifer	ECE-101-NR	Observ & Assessment / Children	3	$3,233.94	3	LEC	6/13/2022	8/4/2022	8
				Total	**$116,999.85**					

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: APPROVAL OF THE ADDENDUM-FACULTY OVERLOAD REPORT FOR THE SUMMER 2022 SEMESTER IN THE AMOUNT OF $448,821.12 AS SUBMITTED.

RATIONALE: [Required by Board Policy 2.3, the Board-Union Agreement, and Chapter 110, Act 805, Section 3-26 of the Illinois Compiled Statutes]
Includes full-time faculty – additional assignments and special projects, per section 9.14 Released Time and section 9.17.1 Department Chairs and Program Chairs.

COST ANALYSIS:

$378,328.00	Overload Classes Approved at the July Board Meeting
$ 70,493.12	Overload adjustment to be Approved at the August Board Meeting
$448,821.12	Total Overall Overload Summer 2022

ATTACHMENTS: Addendum Faculty Overload Employment Report – Summer 2022

2022 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Classes Only Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
0000770	Abrahamson, Maura	GEG-105-NR	World Regional Geography	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	18
0000770	Abrahamson, Maura	PHI-125-NR	Wrld Religions in Global Conte	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	16
0000770	Abrahamson, Maura	GEG-105-NR1	World Regional Geography	3	$4,158.00		3	LEC	6/20/2022	8/4/2022	8
0000770	Abrahamson, Maura		Department Chair	1		$1,386.00		OVL	6/13/2022	8/31/2022	
				10	**$12,474.00**	**$1,386.00**					
0200290	Ashraf, Asiyya	BIO-202-NR	Environmental Biology	3	$3,726.00		3	LEC	6/13/2022	8/4/2022	17
0200290	Ashraf, Asiyya	BIO-212-1D	Microbiology	6	$7,452.00		4	LEC/LAB	6/14/2022	8/4/2022	18
0200290	Ashraf, Asiyya	BIO-212-2L	Microbiology	6	$7,452.00		4	LEC/LAB	6/13/2022	8/3/2022	13
0200290	Ashraf, Asiyya		Lab Prep	2	$2,484.00			OVL	6/16/2022	8/31/2022	
				17	**$21,114.00**						
0197414	Balek, Ludwig	CIS-175-NR	Network Security II	5	$6,210.00		3	LEC/LAB	6/13/2022	8/4/2022	6
0197414	Balek, Ludwig	CIS-265-1E	Network Security III	6	$7,452.00		4	LEC/LAB	6/14/2022	8/3/2022	6
				11	**$13,662.00**						
0166671	Bonick, Cara		Special Project	3		$3,876.00		OVL	6/16/2022	8/4/2022	
				3		**$3,876.00**					
0000924	Casey, Craig	PHY-101-1B	General Physics I	7	$9,352.00		5	LEC/LAB	5/31/2022	6/30/2022	15
0000924	Casey, Craig	PHY-102-11	General Physics II	7	$9,352.00		5	LEC/LAB	7/5/2022	8/4/2022	14
0000924	Casey, Craig	PHY-105-11	Physics I	7	$9,352.00		5	LEC/LAB	6/14/2022	8/4/2022	10
0000924	Casey, Craig		Lab Prep	2	$2,672.00			OVL	6/1/2022	8/4/2022	
0000924	Casey, Craig		Department Chair	1		$1,336.00		OVL	6/1/2022	8/4/2022	
0000924	Casey, Craig	PHS-103-NR	Physical Science I	5	$6,680.00			OVL	6/16/2022	8/4/2022	
				29	**$37,408.00**	**$1,336.00**					
0000829	Casey, Robert	MAT-203-1H	Calculus III	4	$5,344.00		4	LEC	6/14/2022	8/4/2022	11
				4	**$5,344.00**						
0000794	Crockett, Janet	CHM-100-1B	Fundamentals of Chemistry	6	$8,016.00		4	LEC/LAB	6/13/2022	8/3/2022	12
0000794	Crockett, Janet		Lab Prep	2	$2,672.00			OVL	6/16/2022	8/31/2022	
				8	**$10,688.00**						
0000917	Dominguez, Carlos	MAT-124-NR	Finite Mathematics	4	$5,344.00		4	LEC	6/13/2022	8/4/2022	8
0000917	Dominguez, Carlos	MAT-141-NR	Statistics	4	$5,344.00		4	LEC	6/13/2022	8/4/2022	29
				8	**$10,688.00**						
0195025	Edgar, Jason	SPE-101-22	Principles of Public Speaking	3	$4,008.00		3	LEC	6/13/2022	8/1/2022	8
0195025	Edgar, Jason	SPE-101-NR	Principles of Public Speaking	3	$4,008.00		3	LEC	6/13/2022	8/4/2022	23
0195025	Edgar, Jason	SPE-101-NR3	Principles of Public Speaking	3	$4,008.00		3	LEC	6/13/2022	8/4/2022	24
				9	**$12,024.00**						
0000935	Gatyas, Kenton	HIS-103-NR	Early Western Civilization	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	22
0000935	Gatyas, Kenton	HIS-105-1F	American History to 1865	3	$4,158.00		3	LEC	6/13/2022	8/1/2022	7
0000935	Gatyas, Kenton	PHI-126-NR	Introduction to Ethics	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	29
0000935	Gatyas, Kenton	PHI-201-NR	Philosophy	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	11
0000935	Gatyas, Kenton	POL-201-NR	US Natl Government	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	14

2022 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Classes Only Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
				15	**$20,790.00**						
0000724	Gilligan, Brian	BUS-102-11	Managerial Accounting	3	$4,008.00		3	LEC	6/13/2022	8/3/2022	18
0000724	Gilligan, Brian		Department Chair	1		$1,336.00		OVL	6/16/2022	8/31/2022	
				4	**$4,008.00**	**$1,336.00**					
0157185	Grady, Myeisha	SPE-101-NR2	Principles of Public Speaking	3	$3,726.00		3	LEC	6/13/2022	8/4/2022	22
0157185	Grady, Myeisha	SPE-101-NR4	Principles of Public Speaking	3	$3,726.00		3	LEC	6/20/2022	8/4/2022	14
				3	**$7,452.00**						
0000805	Halmon, Jamie	PEC-171-NR	Physical Fitness	2	$2,584.00		1	LAB	6/13/2022	8/4/2022	11
0000805	Halmon, Jamie	PEH-101-NR	Personal & Community Health	2	$2,584.00		2	LEC	6/13/2022	8/4/2022	23
0000805	Halmon, Jamie	PEH-103-NR	Nutrition	2	$2,584.00		2	LEC	6/13/2022	8/4/2022	27
				6	**$7,752.00**						
0165694	Helmus, Sara		Special Project - Title III Grant	8		$10,688.00		OVL	6/16/2022	8/31/2022	
				8		**$10,688.00**					
0002912	Imburgia, Joseph	PSY-101-1B	Intro to Psychology	3	$4,008.00		3	LEC	6/13/2022	8/1/2022	21
				3	**$4,008.00**						
0060105	Jonas, David	HVA-201-11	Commercial Refrigeration	6	$7,752.00		3	LEC/LAB	6/13/2022	8/1/2022	8
0060105	Jonas, David	HVA-203-11	Commercial AC & Refrig	5	$6,460.00		3	LEC/LAB	6/14/2022	8/4/2022	9
				11	**$14,212.00**						
0194869	Manning, Bryant		Department Chair	1		$1,292.00		OVL	6/13/2022	8/31/2022	
				1		**$1,292.00**					
0162050	Markussen, Prairie	ENG-101-NR	Rhetoric I	3	$3,876.00		3	LEC	6/13/2022	8/4/2022	23
				3	**$3,876.00**						
0002467	Montgomery, Jered	HUM-150-1C	Humanities Through the Arts	3	$3,726.00		3	LEC	6/14/2022	8/4/2022	16
0002467	Montgomery, Jered	MUS-100-1C	Music Appreciation	3	$3,726.00		3	LEC	6/14/2022	8/4/2022	14
0002467	Montgomery, Jered	MUS-100-EC	Music Appreciation	3	$3,726.00		3	LEC	6/13/2022	8/1/2022	17
0002467	Montgomery, Jered	MUS-100-NR	Music Appreciation	3	$3,726.00		3	LEC	6/13/2022	8/4/2022	27
0002467	Montgomery, Jered	MUS-108-NR	World Music Survey	3	$3,726.00		3	LEC	6/13/2022	8/4/2022	24
0002467	Montgomery, Jered	MUS-136-1R	Private Applied Percussion Maj	0	$0.00		2	LEC	6/16/2022	8/4/2022	1
				15	**$18,630.00**						
0000747	Paez, Elizabeth	MAT-097-CR1	Intermediate Algebra Support	3	$3,876.00		3	LEC	6/13/2022	8/4/2022	11
0000747	Paez, Elizabeth	MAT-105-CR1	College Algebra	4	$5,168.00		4	LEC	6/13/2022	8/4/2022	11
				7	**$9,044.00**						
0002913	Pearson, Dennis		Lab Prep	2	$2,672.00		3	LEC	6/16/2022	8/31/2022	
0002913	Pearson, Dennis		Special Project - BIO Open Lab	18	$24,048.00		3	LEC	6/16/2022	8/31/2022	
				20	**$26,720.00**						
0000820	Pencheva, Sonya		Special Project - Coordinator	12.87		$17,194.32			6/16/2022	8/31/2022	
						$17,194.32					
0177526	Pierce, Tom	ENG-088-2E	Basic Composition	3	$4,008.00		3	LEC	6/14/2022	8/2/2022	9
0177526	Pierce, Tom	ENG-101-1E	Rhetoric I	3	$4,008.00		3	LEC	6/13/2022	8/3/2022	19

2022 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Classes Only Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
				6	**$8,016.00**						
0160605	Primm, Rebecca	ART-113-1C	Ceramics I	6	$7,752.00		3	LAB	6/14/2022	8/4/2022	5
0160605	Primm, Rebecca	ART-130-NR	Introduction to Digital Art	6	$7,752.00		3	LEC	6/13/2022	8/4/2022	12
0160605	Primm, Rebecca	ART-213-1C	Ceramics II	0	$0.00		3	X-listed	6/14/2022	8/4/2022	3
0160605	Primm, Rebecca		Department Chair	1		$1,292.00		OVL	6/13/2022	8/4/2022	
				13	**$15,504.00**	**$1,292.00**					
0195558	Pulaski, Andrew		Department Chair	1		$1,336.00		OVL	6/13/2022	8/4/2022	
				1		**$1,336.00**					
0056628	Roman, Daniel	ART-101-1C	2-D Fundamentals	6	$8,016.00		3	LAB	6/14/2022	8/4/2022	7
0056628	Roman, Daniel	ART-103-1C	Drawing I	0	$0.00		3	X-listed	6/14/2022	8/4/2022	2
				6	**$8,016.00**						
0165693	Romero Yuste, Maria	HUM-154-NR	Latin American Culture	3	$4,158.00		3	LEC	6/14/2022	8/4/2022	31
0165693	Romero Yuste, Maria	SPN-130-NR	Spanish for Heritage Speakers	4	$5,544.00		4	LEC	6/13/2022	8/4/2022	17
0165693	Romero Yuste, Maria	SPN-215-NR	Spanish Conversation & Composi	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	9
				10	**$13,860.00**						
0197705	Russo, Trisha	MAT-102-NR	General Education Mathematics	4	$4,968.00		4	LEC	6/13/2022	8/4/2022	19
0197705	Russo, Trisha	MAT-105-NR	College Algebra	4	$4,968.00		4	LEC	6/13/2022	8/4/2022	13
0197705	Russo, Trisha		Special Project - ILC	3		$3,726.00		OVL	6/1/2022	8/4/2022	
				11	**$9,936.00**	**$3,726.00**					
0197693	Sanchez, Alejandro		Special Project - CMP 010/020 EC	3	$3,726.00			OVL	6/16/2022	8/4/2022	
				3	**$3,726.00**						
0000907	Sanchez, Luis	CAD-220-12	Autodesk Inventor	5	$6,680.00		3	LEC/LAB	6/14/2022	8/4/2022	6
				5	**$6,680.00**						
0002668	Sedaie, Behrooz	ECO-101-1E	Principles of Economics I	3	$4,158.00		3	LEC	6/14/2022	8/2/2022	13
				3	**$4,158.00**						
0000731	Seo, Kymberly	BIO-100-NR	Introducing Biology	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	20
0000731	Seo, Kymberly	BIO-100-NR2	Introducing Biology	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	18
0000731	Seo, Kymberly		Lap Prep	2	$2,772.00			OVL	6/16/2022	8/31/2022	
0000731	Seo, Kymberly		Special Project - BIO Open Lab	10.8	$14,968.80			OVL	6/16/2022	8/31/2022	
				18.8	**$26,056.80**						
0003089	Sleeth, Bradley	PHS-101-NR	Astronomy	3	$3,876.00		3	LEC	6/13/2022	8/4/2022	28
0003089	Sleeth, Bradley		Lab Prep	2	$2,584.00			OVL	6/1/2022	8/4/2022	
				3	**$6,460.00**						
0000943	Spaniol, Scott	MAT-201-NR	Calculus I	5	$6,680.00		5	LEC	6/13/2022	8/4/2022	21
0000943	Spaniol, Scott	MAT-202-NR	Calculus II	5	$6,680.00		5	LEC	6/13/2022	8/4/2022	15
0000943	Spaniol, Scott		Department Chair	1		$1,336.00		OVL	6/1/2022	8/4/2022	
				11	**$13,360.00**	**$1,336.00**					
0000761	Styer, Audrey	CPS-111-NR	Business Computer Systems	5	$6,930.00		3	LEC/LAB	6/13/2022	8/4/2022	20
				5	**$6,930.00**						

2022 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Classes Only Assignment Paid Amount	Additional Special Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
0000897	Sykora, Donald	ATM-102-1G	Fuel Sys and Emission Controls	5	$6,680.00		3	LEC/LAB	6/13/2022	8/3/2022	9
0000897	Sykora, Donald	ATM-122-1C	Automotive Air Conditioning	5	$6,680.00		3	LEC/LAB	6/13/2022	8/3/2022	15
				10	**$13,360.00**						
0005802	Thompson, Juhelia	PSY-101-NR	Intro to Psychology	3	$3,876.00		3	LEC	6/13/2022	8/4/2022	31
0005802	Thompson, Juhelia	PSY-215-NR	Life Span: Survey of Human Dev	3	$3,876.00		3	LEC	6/13/2022	8/4/2022	32
				6	**$7,752.00**						
0194864	Tomchek, Ryan	MAT-141-1H	Statistics	4	$5,168.00		4	LEC	6/13/2022	8/4/2022	18
				4	**$5,168.00**						
0000868	Walley, Cynthia	CPS-101-NR	Informational Technologies	2	$2,672.00		2	LEC	6/13/2022	8/4/2022	5
				2	**$2,672.00**						
0000813	Zukauskas, Karolis	ENG-088-NR	Basic Composition	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	15
0000813	Zukauskas, Karolis	ENG-102-NR	Rhetoric II	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	23
0000813	Zukauskas, Karolis	HUM-153-NR	Survey of Film History	3	$4,158.00		3	LEC	6/13/2022	8/4/2022	24
				9	**$12,474.00**						
				Total	**$404,022.80**	**$44,798.32**					
					Grand Total	**$448,821.12**					

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE COMPENSATION REPORT FOR ADJUNCT FACULTY MEMBERS TEACHING ENGLISH 101,102, 086, 088, 071, 076, 151 AND 152 FOR SUMMER SEMESTER 2022 IN THE AMOUNT OF $1,294.26 AS SUBMITTED.

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

COST ANALYSIS: $1,294.26– Per Board-Union Agreement, Section 11.7, Adjunct Faculty teaching ENG 101, 102, 086, 088, 071, 076,151 and 152 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

ATTACHMENT: English 10% Adjunct Stipend Report – Summer 2022

ENG 10% Adjunct Stipends Summer 2022

Faculty ID	Adjunct Full Name	CRS ID#	Section Title	Course Stipend	10% Stipend	Total	Section Start Date	Section End Date
0003181	Dutt, Eric	ENG-102-22	Rhetoric II	$ 3,233.94	$ 323.39	$ 323.39	6/13/2022	8/1/2022
0003160	Perusich, James	ENG-086-1E	Reading & Writing III	$ 3,233.94	$ 323.39	$ 323.39	6/13/2022	8/3/2022
0189751	Selvaggio, Nicole	ENG-102-NR1	Rhetoric II	$ 3,077.10	$ 307.71	$ 307.71	6/13/2022	8/4/2022
0003165	Smith-Irowa, Pamela	ENG-102-1E	Rhetoric II	$ 3,397.65	$ 339.77	$ 339.77	6/13/2022	8/3/2022
				Grand Total	**$ 1,294.26**	**$ 1,294.26**		

PROPOSED ACTION:

THAT THE BOARD APPROVE NURSING ATI IN THE AMOUNT OF $32,417.00

RATIONALE: This Product provides a variety of the instructional pdf to students for product access. It helps prepare them for the NCLEX and the Nursing Program. Required by Board Policy 2.3, the Board-Union Agreement, and Chapter 110, Act 805, Section 3-26 of the *Illinois Compiled Statutes*]

COST ANALYSIS:

$32,417.00

ATTACHMENT:

Invoice

Invoice

Invoice	S-C001020848
Date	8/16/2022
Customer ID	8042
Total	$21,536.00
Installment	Payment 3 of 4
Description	0523
Page	1/2

You can find your cohort Product ID by going to www.atitesting.com
On the left menu choose Product > Cohort > Apply > Far Right (key) - Generate Memo
Provide the instructional pdf to students for product access

Bill To:
Morton College Lauren Caruso 3801 South Central Ave Cicero IL 60804

Ship To:
Morton College 3801 South Central Avenue Office located in the C bldg Cicero IL 60804

Purchase Order No.	Customer ID	Shipping Method	Payment Terms
LAUREN CARUSO	8042	FEDEX GROUND	Net 30

Product	Quantity	Price	Ext. Price
SUPREME RN	64	$336.50	$21,536.00
--Achieve			
--ATI Plan Student Orientation			
--Civility Modules			
--Critical Thinking Entrance/Exit exams			
--Custom Assessment Builder			
--Dosage & Calc Proctored Assessments			
--Engaged Fundamentals RN			
--Learning System Adaptive			
--Nurse Logic			
--Pharm Made Easy			
--Pulse Student Success Predictor			
--RN Assessment & Remediation (9 content areas)			
--RN BoardVitals			
--RN Comprehensive Predictor			
--RN Dosage & Calc Proctored Assessments			
--RN e-books			
--RN NCLEX Experience			
--RN Review Modules			
--Rounding Error Discrepancy			
--Self Assessment Inventory			
--Setup Fee			
--Skills Modules			
--Video Case Studies			
--Virtual-ATI			
Tax Group Summary			

Please include invoice number(s) on remittance
Please send remittance advice for all ACH payments to: Accounts.Receivable@AscendLearning.com

Phone: (800) 667-7531 Fax: (913) 685-2381 EIN: 32-0222868 | GST#: 802290502 RT0001

For questions or invoice copies: aticredit@ascendlearning.com

V 12

Invoice

Invoice	S-C001020848
Date	8/16/2022
Customer ID	8042
Total	$21,536.00
Installment	Payment 3 of 4
Description	0523
Page	2/2

Purchase Order No.	Customer ID	Shipping Method	Payment Terms
LAUREN CARUSO	8042	FEDEX GROUND	Net 30

Product		Quantity	Price	Ext. Price
Education Services	$3,479.68			
Online Solutions	$18,056.32			

Subtotal	$21,536.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$21,536.00

Our office staff continues to work remotely due to COVID 19 pandemic. In order to ensure payments are processed timely and accurately we recommend that your payments are made via ACH. Please use the below remittance instructions to make payments to ATI

Please let us know if there are any issues that will prevent your timely payments in the near future so we can notate your account

For ACH Payments
Bank of America ph: (888)-715-1000
Checking Account #4427152142
Routing/ABA 111000012

Remittance Only Address for Check Payments
62277 Collection Center Drive
Chicago, IL 60693-0622

Please include invoice number(s) on remittance
Please send remittance advice for all ACH payments to: Accounts.Receivable@AscendLearning.com

Invoice

Invoice	S-C001020847
Date	8/16/2022
Customer ID	8042
Total	$10,881.00
Installment	Payment 1 of 4
Description	0524
Page	1/2

You can find your cohort Product ID by going to www.atitesting.com
On the left menu choose Product > Cohort > Apply > Far Right (key) – Generate Memo
Provide the instructional pdf to students for product access

Bill To:
Morton College Lauren Caruso 3801 South Central Ave Cicero IL 60804

Ship To:
Morton College 3801 South Central Avenue Office located in the C bldg Cicero IL 60804

Purchase Order No.	Customer ID	Shipping Method	Payment Terms
LAUREN CARUSO	8042	FEDEX GROUND	Net 30

Product	Quantity	Price	Ext. Price
Supreme Bundle - RN	27	$403.00	$10,881.00
--Achieve			
--ATI Plan Student Orientation			
--Civility Modules			
--Critical Thinking Entrance/Exit exams			
--Custom Assessment Builder			
--Dosage & Calc Proctored Assessments			
--Engage Community & Public Health RN			
--Engage Mental Health RN			
--Engaged Fundamentals RN			
--Learning System Adaptive			
--Multi Pay Option			
--Next Gen Questions Overview			
--Nurse Logic			
--Pharm Made Easy			
--Proctorio			
--Pulse Student Success Predictor			
--RN Assessment & Remediation (9 content areas)			
--RN BoardVitals			
--RN Comprehensive Predictor			
--RN Dosage & Calc Proctored Assessments			
--RN e-books			
--RN EHR Tutor			
--RN NCLEX Experience			
--RN Review Modules			
--Rounding Error Discrepancy			
--Self Assessment Inventory			

Please include invoice number(s) on remittance
Please send remittance advice for all ACH payments to: Accounts.Receivable@AscendLearning.com

Phone: (800) 667-7531 Fax: (913) 685-2381 EIN: 32-0222868 | GST#: 802290502 RT0001

For questions or invoice copies: aticredit@ascendlearning.com

V 12

Invoice

Invoice	S-C001020847
Date	8/16/2022
Customer ID	8042
Total	$10,881.00
Installment	Payment 1 of 4
Description	0524
Page	2/2

Purchase Order No.	Customer ID	Shipping Method	Payment Terms
LAUREN CARUSO	8042	FEDEX GROUND	Net 30

Product		Quantity	Price	Ext. Price
--Setup Fee				
--Skills Modules				
--Video Case Studies				
--Virtual-ATI				
Tax Group Summary				
Digital Goods	$182.25			
Education Services	$1,181.25			
Online Solutions	$9,517.50			

Subtotal	$10,881.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	$0.00
Total	$10,881.00

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Please let us know if there are any issues that will prevent your timely payments in the near future so we can notate your account

For ACH Payments
Bank of America ph: (888)-715-1000
Checking Account #4427152142
Routing/ABA 111000012

Remittance Only Address for Check Payments
62277 Collection Center Drive
Chicago, IL 60693-0622

Please include invoice number(s) on remittance
Please send remittance advice for all ACH payments to: Accounts.Receivable@AscendLearning.com

PROPOSED ACTION: **That the Board approve an intergovernmental agreement between Village of Stickney and Morton College, for a law enforcement internship, as submitted.**

RATIONALE: **This IGA will give Morton College law enforcement students to get an internship with the Village of Stickney.**

COST ANALYSIS:

ATTACHMENT: RESOLUTION, INTERGOVERNMENTAL AGREEMENT, INTERNSHIP POLICY

RESOLUTION ADOPTING INTERGOVERNMENTAL AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND THE VILLAGE OF STICKNEY

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq*.) (**"Act"**) authorizes public agencies, which includes units of local government and public community college districts, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, Morton Community College District 527 (**"Morton"**) offers an Associate in Applied Science in Law Enforcement Education Degree program (**"Program"**); and

WHEREAS, Morton wishes to partner with the Village of Stickney (**"Stickney")** to provide Morton students in the Program with a practical law enforcement clinical experience in the form of an internship with Stickney's Police Department; and

WHEREAS, Stickney wishes to enter into this relationship with Morton to provide Morton students in the Program with such a practical law enforcement clinical experience; and

WHEREAS, based on the foregoing, the Village and Morton have concluded that it is in their best interest to enter into an intergovernmental agreement (**"Agreement"**) regarding the same; and

WHEREAS, based on the foregoing, Morton's Board of Trustees (**"Board"**) has determined that it is in the best interest of Morton to enter into an Agreement with Stickney to allow its students to acquire such practical law enforcement clinical experience.

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

1. The form, terms and provisions of the Agreement attached hereto as **Exhibit A** are hereby approved in substantially the same form as provided therein, with such insertions, omissions and changes as shall be approved by the Board Chair, Morton President or Attorney executing the same, the execution of such document being conclusive evidence of such approval; and the Morton Board Chair and Morton President are hereby authorized and directed to execute and the Morton Board Secretary is hereby authorized and directed to attest and countersign the

Agreement and any and all such documents as may be necessary to carry out and effectuate the purpose of this Resolution.

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

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

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

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 24th day of August, 2022

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

Attest:

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

EXHIBIT A

Stickney Police Department Internship Program Policy

PURPOSE:

The purpose of this procedure is to establish guidelines for students from colleges and universities who are pursuing a degree in criminal justice to experience, observe, and study the day-to-day operations of the Stickney Police Department.

POLICY:

It is the policy of the Stickney Police Department to foster relationships with the educational community by establishing an internship program for college and university students seeking a career in Law Enforcement.

Eligibility

In order to participate in the Stickney Police Internship Program, the student must be attending an accredited college or university, be a student in good standing and be enrolled in a Criminal Justice Program or a program related to the Criminal Justice field. Preference will be given to those students who are enrolled in a Criminal Justice Program.

Application Process

Any person wishing to participate in the Internship Program will be required to submit the following:

- A completed Stickney Police Department Internship Program application (Appendix 1)
- A letter of approval from the college or university.
- A letter from the college or university detailing the institution's policy on participation in an internship program.
- Completed request(s) for participation must be made at least four (4) weeks prior to the start of the program and briefly describe the proposed project to be undertaken by the student.
- Background check to include a criminal arrest record history (fingerprint).

Candidates must agree to participate in an Oral Interview with the Chief of Police or his designee and the Internship Program Coordinator. The purpose of the interview will be to determine the following:

- Applicant's suitability for the program.
- The applicant's interest in law enforcement.
- The applicant's capability to successfully complete the program.

Acceptance into Internship Program

• Upon notification of acceptance into the Internship Program, the applicant shall provide the Stickney Police Department with the following:

- Proof of medical insurance and certification of coverage. This requirement may be waived if extenuating circumstances exist.
- Written certification from the institution the intern attends which shows that the institution has a general liability policy, which insures and indemnifies the Village for bodily and property damage resulting from the actions of the student or by the student while participating in this program.

• The applicant will complete the Waiver of Liability (Appendix 2), which indemnifies the Village of Stickney, the Stickney Police Department, and its personnel for any injury sustained by the student while participating in this program. Additionally, the Intern will complete the Student Internship Agreement (Appendix 3).

Rules of Conduct

• During the course of internship, the Intern will be responsible to the Program Coordinator.

• The Intern will be dressed in business casual attire, unless directed by the Program Coordinator. No jeans, t-shirts, gym shoes, or open shoes. Exceptions to this rule will depend on the assignment the intern is given.

• At all times during the program, the intern will wear an identification badge that will identify the person as a Stickney Police Department Intern. While not involved in the program, the intern shall not wear or display any department identification.

• Interns are prohibited from carrying or possessing any type of weapon, whether that weapon is offensive or defensive in nature. Any intern found to be in possession of any weapon shall be immediately terminated from the program.

• Interns agree to abide by the Rules and Regulations of the Stickney Police Department.

• Interns will not divulge to any person not affiliated with the Stickney Police Department any official information learned while participating in the Internship Program.

• Interns will not, under any circumstance, undertake any investigation, either official or unofficial in nature, unless specifically instructed to do so by the Chief of Police or his designee, and then only under the direct supervision of a sworn officer appointed by the Chief of Police.

• Interns who do not comply with the terms of the Internship program will be removed from the program.

Intern Responsibilities

• The Intern will meet with the Program Coordinator at least two weeks prior to the start of the internship.

• The Intern will provide the Program Coordinator with a completed copy of all written work generated as a result of their internship with the Department. All completed studies and surveys submitted to the Department will be reviewed by the Program Coordinator and a report made to the Chief of Police concerning the contents of the work.

• Interns must receive written permission from the Chief of Police or his designee prior to disseminating and/or publishing the results of their research/study other than for the express purposes of fulfilling the course requirements directly related to the internship.

Assignments

• The objective of the Internship Program is to learn about law enforcement on a local level and to observe the operations of the Stickney Police Department. The schedule will consist of an 8 – 16 week schedule that may include the following activities:

- Day shift 6:00 am-6:00 pm
- Administration 8:00 am – 4:00 pm
- Night shift 6:00 pm- 6:00 am
- Detective Unit
- Records
- Dispatch
- Traffic Court and Misdemeanor/Felony Court

• Each week, the Intern will provide a written summary of his or her weekly activities.

Program Coordinator

The Program Coordinator will have the following responsibilities:

- Develop a formal training program that allows the Intern to become familiarized with the functions and responsibilities of the Criminal Justice Field.
- Coordinate the assignment of the Intern to various Departments sections and units.
- Ensure the Intern is familiar with the Department Rules and Regulations
- Ensure all necessary paperwork required for participation in the program is completed.
- Act as a liaison between the Stickney Police Department and the sponsoring institution.
- Complete all related paperwork that pertains to evaluations, student performance reports and progress reports that are required by the sponsoring institution.
- Submit to the Chief monthly status reports on the program.
- Familiarize the Intern with community services and resources available to the Police Department and Department staff.
- Allow the Intern to become involved with the people served by the Department and participate in the activities of the Department.
- Other duties as assigned by the Chief of Police.

Program Summary

- An Intern must work the required number of hours to complete the internship. Upon completion of the internship, all required hours and necessary evaluations must be turned in by the Intern to the Program Coordinator. Every intern must submit a copy of their term paper or project paper, if one is required for school, for placement in their file.
- All Interns will have an exit interview with the Program Coordinator. During this interview, the intern should discuss the positives, negatives, and suggestions for future improvements related to the internship program as a whole.
- At the end of the term, the Department will present the Intern with a Certificate of Achievement for the completion of the internship with the Stickney Police Department.

APPENDIX:

1– INTERN APPLICATION

2– INTERN WAIVER OF LIABILITY

3– STUDENT INTERNSHIP AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this __24th_____ day of _____August_____, 20_22_ (the "Effective Date") by and between Morton College, an Illinois Community College District, ("Morton") and the Village of Stickney, Illinois, a unit of local government, which operates a Police Department (the "Department") (collectively, Morton and the Department may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq*.) (the "Act") authorizes public agencies, which includes units of local government and public community college districts, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, Morton offers an Associate in Applied Science in Law Enforcement Education Degree program ("Program"); and

WHEREAS, Morton wishes to partner with the Department to provide Morton students in the Program with a practical law enforcement clinical experience in the form of an internship with the Department; and

WHEREAS, the Department wishes to enter into this relationship with Morton to provide Morton students in the Program with such a practical law enforcement clinical experience; and

WHEREAS, based on the foregoing, the Department and Morton have concluded that it is in the best interest of the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, 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. **LAW ENFORCEMENT NTERSHIP PROGRAM:** The Department agrees to partner with Morton and accept Morton students who are pursuing a degree in the Program to intern with the Department to experience, observe and study the day-to-day operations of the Department, including, but not limited to, ____See Attached Internship Policy_____. The exact parameters of this law enforcement internship program, and the obligations and rights of Morton, the Department, and the participating students, are set forth in Appendix A, which is attached hereto and hereby made a part hereof by this reference ("Internship Program").

2. **TERM AND TERMINATION:** This Agreement will be in effect between __January 1_____, 20_23_ and _January 1_____, 2028__. Either Party may terminate this Agreement by providing ninety (90) calendar days written notice to the other Party of its intent to terminate the same. If the Department exercises its right to terminate this Agreement under the provisions of this paragraph, the Department will allow all students currently participating in the Internship Program to complete the Internship Program.

3. **INDEMNIFICATION:**

In the event that any claim or suit is brought against the Village or its Police Department and the claim is directly attributable to the fault/negligence of Morton or its students participating in the Internship Program, Morton's insurance shall be primary and will defend and indemnify the Village or its Police Department from the claim.

In the event that any claim or suit is brought against Morton and the claim is directly attributable to the fault/negligence of the Village or its Police Department, the Village's insurance shall be primary and will defend and indemnify Morton from the claim.

Each party shall maintain general liability insurance on an occurrence basis with minimum limits of $1,000,000 and provide a certificate of insurance as evident of the required coverage.

4. **RECITALS:** The abovementioned recitals constituting the preambles to this Agreement are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

5. **EMPLOYMENT; REMOVAL OF STUDENTS:**

(a) No assigned student under this Agreement shall in any way be considered an employee or agent of the Village or the Department nor shall any such student be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Village or the Department.

(b) Morton has the right to remove a student from the Program. Morton shall notify the Department of such removal in writing.

(c) The Department may immediately remove any student participating in the Program from the premises or the field for behavior that the Department deems to be an immediate threat to the health or welfare of residents, officers, employees, visitors, or to the Department's operations. In such event, the Department shall notify Morton in writing of its actions and the reasons for its actions as soon as practicable. If the Department desires to remove a student for any other reason, the Department shall notify Morton in writing of the reasons for the removal and shall consult with Morton before removing the student.

6. **NOTICES:** 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; (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; or (e) when delivery is refused. 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 Department:
Village of Stickney
Police Department
Attn: James Sassetti

6533 W. Pershing Rd
Stickney, IL 60402
(708) 788-2131
James.Sassetti@stickneypolice.com

If to Morton:
Morton College
Attn: Laurie Cashman
Dean of Adult and Career Technical Education
3801 S. Central Avenue
Cicero, IL 60804
(P)708.656.8000, ext. 2335
Laurie.cashman@morton.edu

With a copy to:

Del Galdo Law Group, LLC.
1441 S. Harlem Ave.
Berwyn, IL 60402
(P)708.222.7000
(F)708.222.7001

7. **SEVERANCE:** 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. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable

provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

8. **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.

9. **MODIFICATION:** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. 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, expressed or implied, with respect to the subject matter hereof have been made by either Party which are not expressly set forth in this Agreement.

10. **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.

11. **CONSTRUCTION AND GOVERNING LAW:** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Parties acknowledge that they have had an opportunity to 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. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.

12. **RIGHT TO COUNSEL:** The Parties acknowledges that they were informed that they have 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 Parties acknowledge that they 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.

13. **COUNTERPARTS AND FACSIMILE:** 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.

14. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior, written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such approved assignment.

15. **BREACH:** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suits incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement. In addition to the foregoing, each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

16. **LEGISLATION**: The Village of Stickney Board of Trustees and the Board of Trustees of Morton shall enact all necessary ordinances or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

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 their duly authorized representatives to execute this Intergovernmental Agreement on the dates hereafter set forth below.

STICKNEY POLICE DEPARTMENT, COOK County, Illinois	MORTON COLLEGE, Cook County, Illinois
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date
	_____ Signature
	_____

Title

_____

Date

APPENDIX A

LAW ENFORCEMENT INTERNSHIP PROGRAM

[FILL IN]

PROPOSED ACTION: THAT THE BOARD APPROVE shredding of old financial aid documents from 1995 to 2018.

RATIONALE: The State of Illinois has guidelines on when documents should be disposed. Our records dated back to 1995 and are way beyond the retention period. As recommended and approved by the state we can shred 240 banker boxes of documents to comply.

COST ANALYSIS: Cost not to exceed $4,500

ATTACHMENT: APPROVED DISPOSITION FROM THE STATE OF ILLINOIS

RECORDS DISPOSAL CERTIFICATE

RECEIVED
JUL 21 2022
LOC. REC. COMM.

TO: Local Records Commission
Margaret Cross Norton Building
Springfield, IL 62756
217-782-7075

APPLICATION #: 83:022C

COUNTY: Cook

FROM: Morton Community College
(Agency Division)

ADDRESS: 3801 Central Ave
(Street, P.O. Box)
Cicero, 60804
(City, ZIP)

CONTACT TELEPHONE: (708) 656.8000 Ext 2227

CONTACT EMAIL: carissa.davis@morton.edu

Directions:

1. Fill in all blanks and columns.
2. Application item numbers must be listed in numerical order.
3. Record series titles must be listed as they appear on application.
4. Sign and send certificate to above address.
5. Retain records until approved copy is returned.
6. This form can be found online at ilsos.gov.

APPLICATION ITEM NO.	RECORD SERIES TITLE	INCLUSIVE DATES (MONTH/YEAR)	VOLUME OF RECORDS (Cu. Ft. or MB/GB)
102	Veterans Financial Aid Records	1997 to 2015 ~~of~~	6 CU
103	Veteran's Cost of Instruction Payment	1997 ~~to 2015~~	~~6 CU~~ 6/15 Amended
104	Illinois Veterans Scholarship Claims	1997 ~~to 2015~~	~~6 CU~~ 6/15 Amended
106	Variance Report	1997 to 2018 ✓	6 CU
107	Veteran Administration Payment Cycle	1997 to 2018 ✓	6 CU
108	Student Financial Aid File	1997 ~~to 2017~~	~~230 CU~~ 6/17 Amended
109	College WOrk Study Agreement	1997 ~~to 2017~~	~~6 CU~~ 6/17 " "
110	Illinois State Scholarship Commissions Billings	1997 ~~to 2015~~	~~6 CU~~ 6/15 " "
111	Fiscal Operations Report	1997 to 2018 ✓	6 CU
112	Validation Report Illinois Office of Education/BEOG	1997 to 2018 ✓	6 CU
113	BEOG Authorization Letters	1997 to 2018 ✓	6 CU
114	Student Loan Files	1997 ~~to 2018~~	~~30 CU~~ 6/17 Amended
115	Student Files (Counseling)	1997 ~~to 2017~~	~~10 CU~~ 6/17 Amended

DISPOSITION APPROVED as amended

The retentions on this Application are very old. This should be updated to ensure correct retentions are being followed.

13

Total Volume from all pages

Cu. Ft. 330

MB/GB ____

If any of the above records are microfilmed, I hereby certify that they have been reproduced in compliance with standards given in Sections 4000.50 and 4500.50 of the Regulations of the Local Records Commissions.
If the records are digitized, I certify that they have been reproduced in compliance with standards given in Sections 4000.70 / 4500.70 and will be maintained in compliance with standards given in Sections 4000.80 / 4500.80 of the Regulations of the Local Records Commissions.

(Signature required only if records have been microfilmed or digitized.)

I hereby certify that, in compliance with authorization received from the Local Records Commission, the records listed above will be disposed of on or after:

9/8/2022
Disposal date set by the ILSOS

Approved by ILSOS

Signature of the Agency Official

7-20-22
Submission Date

Carissa Davis - Director of Financial Aid
Print Agency Official name and title on line above

Prepared by: ____

Printed by authority of the State of Illinois. November 2021 — 1 — LR 4.15

PROPOSED ACTION: That the Board approve the purchase of Trane HVA equipment in the amount of $32,641.19 for the HVACR Program.

RATIONALE: Trane, the sole provider of this equipment and a member of the OMNIA Partners purchasing cooperative, offers discounted equipment packages to HVA programs to be used in their lab work. With the purchase of this equipment package, the HVA instructor will be able to incorporate both basic and advanced hands-on Trane HVA equipment training for students, which will allow student to be able to earn four separate valuable, industry-recognized Trane Industry Credentials. Additionally, the HVAC instructor has already completed the required "Train the Trainer" training to be able to instruct with this equipment.

COST ANALYSIS: Approximately $22,601.51 of this expense will be charged to the Perkins grant, and $10,039.68 of this expense will be charged to institutional funds.

ATTACHMENT: Equipment proposals are attached ($682.34 of the equipment was already purchased in FY22).

Proposal

(Valid for 15 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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Prepared For:
Mike Jonas
HVACR Faculty/Program Chair
Morton College
3801 South Central Avenue
Cicero, Illinois 60804

Date: June 2, 2022

Proposal Number: R1-271642-1 ***(1)***

Job Name:
Morton College NC3 Lab Equipment- Group 1

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

TRANE NC3 HVAC LAB EQUIPMENT INCLUDED

Tag Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	3 Ton R-410A PKGD Unitary Gas/Electri	YSC036G3RHB--D001A1B601A0000001000000000

Product Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

Item: A1 Qty: 1

DX cooling, gas heat
Standard efficiency
Convertible configuration
3 Ton
208-230/60/3
Microprocessor controls
High gas heat
Economizer Dry Bulb 0-100% with Barometric Relief
Standard condenser coil w/hail guard
Through the base electrical
Non-fused disconnect
Powered convenience outlet
BACnet Communications Interface
Frostat
Return air smoke detector
Human Interface
Roof curb (Fld)

Tag Data - Split System Air Conditioning Units (Small) (Qty: 4)

Item	Tag(s)	Qty	Description	Model Number
B1	System A	1	3 Ton Unitary Split Systems	----------4TWR4036G1-TEM4A0B36S31S----------0000-----00000000000000000--00-0--0
B2	System B	1	3 Ton Unitary Split Systems	----------4TWR4036G1-0000000000-00----------0000-----S9X2B060U4PSB4TXCB004DS3HC

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Item	Tag(s)	Qty	Description	Model Number
B3	System C	1	3 Ton Unitary Split Systems	----------4TWR4036G1-TEM6A0C36H31S----------0000-----00000000000000000--00-0--0
B4	System D	1	3 Ton Unitary Split Systems	----------4TWR7036B1-0000000000-00----------0000-----S9V2B060U4PSB4TXCB004DS3HC

Product Data - Split System Air Conditioning Units (Small)

Item: B1 Qty: 1 Tag(s): System A

4TWR4 Heat Pump Outdoor Unit
3 Ton - Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
Low cost
Multi-poise 4-way
Better, Retail replacement Mid EFF
Footprint - B
3 Ton air handler
Std Efficiency
3.0 ton to 3.5 ton airflow
208-230/1/60
Standard Coil
2.88/3.84 kW Htr w/Ckt Brk 208/240/1

Item: B2 Qty: 1 Tag(s): System B

4TWR4 Heat Pump Outdoor Unit
3 Ton - Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
90%+ Eff, 2 Stg, Multi-speed, 17.5" Wide
60,000 Heating input BTUH
3-Way (upflow, Horiz Right, Horiz Left)
4 Ton Capacity
Permanent split capacitor Two Speed
Standard 24 Volt
Cased upflow/dnflow/horiz left
17.5"/16.3"cabinet
Brazed
36,000 Nominal cooling capacity
Hi efficiency
TXV-Non bleed
Conv-upflow/dnflw,left airflow coil

Item: B3 Qty: 1 Tag(s): System C

4TWR4 Heat Pump Outdoor Unit
3 Ton - Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
Low cost
Multi-poise 4-way
High Efficiency Variable Speed
Footprint - C
3 Ton air handler
High EFF Multi-speed
3.0 ton to 3.5 ton airflow
208-230/1/60
Standard Coil
2.88/3.84 kW Htr w/Ckt Brk 208/240/1

Item: B4 Qty: 1 Tag(s): System D

4TWR7 Heat Pump Outdoor Unit
3 Ton - Nominal Cooling Capacity
200 - 230 Volt 1 Phase 60 Hertz
90%+ Eff, 2 Stg, Var. speed, 17.5" Wide
60,000 Heating input BTUH
3-Way (upflow, Horiz Right, Horiz Left)

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4 Ton Capacity
Permanent split capacitor Two Speed
Standard 24 Volt
Cased upflow/dnflow/horiz left
17.5"/16.3"cabinet
Brazed
36,000 Nominal cooling capacity
Hi efficiency
TXV-Non bleed
Conv-upflow/dnflw,left airflow coil

Financial Items Not Included

- Permits
- Bid, Payment, nor Performance Bond(s)
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

PROPOSAL NOTES AND CLARIFICATIONS

- All programming work to be performed during normal business hours (Mon-Fri; 07:00-16:00)
- All hardware has a 1-Year warranty from project completion (not to exceed 18 months from shipment)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

Sincerely,

Thomas Huberty
Comprehensive Solutions- Education Specialist
Trane Commercial HVAC, North America
Upper Midwest Region
Phone: (763) 458-2407
Thomas.Huberty@TraneTechnologies.com

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Total Net Price *(Excluding Sales Tax)* .....$ 23,283.85

Tax Status: Taxable ☐ Exempt ☐	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Thomas Huberty Cell: (763-458-2407
_____ Printed Name	
_____ Title	_____ Authorized Representative
Purchase Order _____	_____ Title
Acceptance Date _____	_____ Signature Date

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TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT**. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes., Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup**. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming

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Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING., ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS),OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments**. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The

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provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

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The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (1221b)
Supersedes 1-26.130-4 (1221)

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Proposal

Prepared For:

Mike Jonas
HVACR Faculty/Program Chair
Morton College
3801 South Central Avenue
Cicero, Illinois 60804

Date: July 26, 2022

Proposal Number: R1-271642-1(2)

Proposal Valid for: 15 days from date above

Project Name:
Morton College NC3 Lab Equipment- Group 2

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

TRANE NC3 CONTROLS SCOPE OF WORK

Building Automation System – "Scope of Work" and notations within are based on the following negotiated scope of work with Morton College.

Trane is proposing a parts and smarts project for a new Tracer SC+ controller system for the Morton College NC3 Training Lab. This proposal does not include the physical installation of the controls components in the building but includes the required hardware and technician labor to program the system once the devices are installed and powered up by others.

Provided Ship Loose Controls Hardware:
Tracer SC+ and associated components
Standard Ship Cycle
Controls Hardware Provided:

Qty: One (1) X13651695003 - SC+ and 3-year SMP
Qty: One (1) BMCF000AAA0DB00 - 15 Dev Core License
Qty: One (1) X1365152401 - BACnet Term (2 Pack)
Qty: One (1) X13690281001 - Micro SD Card
Qty: One (1) X13770352001 - Plug-in Power Supply
Qty: One (1) X13651559010 - 13 DIN Rail Encl 120V TX

Trane Controls Hardware provided above is shipped loose in boxes for electrical installation by others. *Trane is not including electrical installation of controls components in this proposal.*

Trane Controls Programming Included:
Trane Tracer SC+ Building Automation System (BAS)

- Provide and program One (1) Tracer SC+ BAS
- HTML5 Web-based Open BACnet BAS
- Tracer BAS "App" for alarm retrieval, setpoint changes and quick overrides
- 3D Animated Equipment Graphics (if equipment is connected)
- Controls Integration for Qty: 1 Trane Precedent RTU with factory BCI card (if present at jobsite)
- Physical and electrical installation of controls components is by others
- Engineered Controls Submittals and wiring detail document provided to owner

Scope of services required for controls operation but not included in this proposal:

1) Electrical installation of controls hardware.
    a. Tracer SC+ controller requires 24v power supply.
    b. Controls enclosure for Tracer SC+ requires 120v power supply. Transformer for 120||24 is included in enclosure hardware above.
    c. Enclosure needs to be mounted to the wall.
    d. 18/2 twisted shielded communication cable pulled from Tracer SC+ location over to Trane packaged rooftop unit is required if communication to RTU is desired. (BACnet Link)

e. CAT6 cable provided from Owner's IT network to Tracer SC+ location is required if remote access or internet access to Tracer SC+ controller is required.

CONTROLS SYSTEM SERVICES INCLUDED

- **One (1)** Year Parts and Labor Warranty on all Materials and Workmanship
- Phone support for 1 year during normal business operating hours.
- **Applicable Use Tax on Installed Material is Included**
- Control System Programming & 3D Graphics

CONTROLS SYSTEM SERVICES NOT INCLUDED

- Replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Repair or Replacement of any equipment that is found to be defective separate from the control system
- Work outside of the project documents is excluded.
- Operator workstations/computers/tablets to be owner provided.

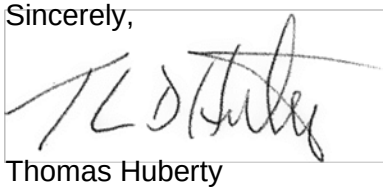
Financial Items Not Included

- Permits
- Bid, Payment, nor Performance Bond(s)
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

PROPOSAL NOTES AND CLARIFICATIONS

- All programming work to be performed during normal business hours (Mon-Fri; 07:00-16:00)
- All hardware has a 1-Year warranty from project completion (not to exceed 18 months from shipment)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

Sincerely,



Thomas Huberty
Comprehensive Solutions- Education Specialist
Trane Commercial HVAC, North America
Upper Midwest Region
Phone: (763) 458-2407
Thomas.Huberty@TraneTechnologies.com

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ACCEPTANCE

Total Net Price *(Excluding Sales Tax)* .....$ 10,039.68

Tax Status: Taxable ☐ Exempt ☑	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.

CUSTOMER ACCEPTANCE Morton College	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative Signature:	Authorized Representative Signature:
Printed Name:	Printed Name:
Purchase Order Number:	Signature Date:
Acceptance Date:	

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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TERMS AND CONDITIONS – COMMERCIAL
"Company" shall mean Trane U.S. Inc.
1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and

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cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY**

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23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)
Supersedes 1-26.251-10(0821)

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PROPOSED ACTION: For the board to approve the purchase of a new vehicle from Golf Mill Chevrolet in the amount of $33,055.24, which includes a trading allowance.

RATIONALE: Replacement vehicle for Maintenance Department

COST ANALYSIS: $33,055.24

ATTACHMENT: Purchase Agreement
List Price $69,455.24
Trade In – 30K allowance (2009 Chevy Tahoe)
Bid Assist Program $6400.00
Total Cost - $33,055.24

Bid Express Request Page

BID Main Page Help

user: fdebartolo1
bac: 00000317046
name: GOLF MILL CHEVROLET

State Illinois
Fleet Name MORTON COLLEGE
Fleet Number 000459114
Model Year 2022
Division Chevrolet
Vehicle Type Truck
Model Desc Tahoe 4WD Non-Special Service(CK10706)
Model Code CK10706
Model Options -Select-
Options Selected L84 R6Q
Amount $6400
Email

Save

Transaction Summary

CHECK	TRANS / BID #	FAN #	FAN NAME	YEAR	MODEL CODE	MODEL DESC	P.E.DATE	OPT1	OPT2	OPT3	OPT4	OPT5	OPT6	AMOUNT	STATUS	EMAIL
	233400 / 126746-01	000413215	LAC VIEUX DESERT BAND OF	2021	CK31003	Silverado 3500 4WD Regula	01/01/2020	1WT						$7900	Activated	fdebartolo@golfmillchevr
	237260 / 225117-01	000422402	NEW TRIER TOWNSHIP HS DIS	2022	1ZD69	Malibu LT	01/01/2021	1LT						$4300	Activated	fdebartolo@golfmillchevr

Activate Delete Protect Print

Purchase Agreement

Nora Diaz
Golf Mill Chevrolet
9530 North Greenwood Ave
Niles, IL 60714

Buyer	Co-Buyer	Vehicle
Morton College Joseph Florio 3801 S Central Ave Cicero, IL 60804 C: (708) 528-2502 joseph.florio@morton.edu		2022 Chevrolet Tahoe LT VIN: 1GNSKNKD9NR351841 Stock #: BRKH56 Mileage: Color: Black

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
1	2019 Chevrolet Tahoe (Black)	1GNSKAKC3KR280972	5.3L V8	65,278	$0.00

Purchase Details	
Sales Price:	$68,790.00
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$306.00
Proc/Doc Fees:	$359.24
Estimated Taxes:	$0.00
Total Sales Price:	$69,455.24
Trade Allowance:	$30,000.00
Trade Payoff:	$0.00
Trade Equity:	$30,000.00
Rebate:	$6,400.00
Cash Down:	$0.00
Cash Price:	$33,055.24

Plates TBD

Bid Assist

X
Customer Signature

Date

X
Manager Signature

Date

Disclaimer:

Printed 7/30/22 10:06 AM

Accessories Breakdown: Vin ETCH $299.00 / Appearance Pkg $499

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the transfer of title for two vehicles from FORD Co. to Morton College for its continued use in the Automotive Technology Program.

RATIONALE: [Required by Board Policy #5.6, 5.8].

COST ANALYSIS: NONE.

ATTACHMENTS: Power of Attorney form attached.

June 14, 2022

Morton College
3801 S. Central Ave
Cicero, IL 60804

ATTN: Don Sykora

RE: Donation Vehicle
2014 Ford Focus
VIN: 1FADP3F22EL167785
CASE# 699550

2013 Ford Fiesta
VIN: 3FADP4BJXDM224346
CASE# 706102

Please find enclosed paperwork to settle the above mentioned donation. **Please complete the highlighted fields on the following documents:**

- Donation Agreement
- Power of Attorney
- CA Reg 262 Title Reassignment

We also will require a copy the driver's license and business card for whoever signs the documents in order for the vehicle to be titled to Morton College. For your convenience, we have provided a postage-paid and pre-addressed FedEx envelope.

If you have any questions please call Aleksis at 989-497-8955.

Sincerely,

Ford RAV Headquarters

Enclosures

699550

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

INSTRUCTIONS ON REVERSE SIDE — ALL SIGNATURES MUST BE IN INK — PHOTOCOPIES NOT ACCEPTED

This form is not the ownership certificate. It must accompany the titling document or Application for Duplicate Title. For *Car Buyer's Bill of Rights*, visit *www.dmv.ca.gov.*

ACQUISITION NUMBER (*DISMANTLER ONLY*)

VEHICLE/VESSEL ID

SECTION 1 — VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF NO.	MOTORCYCLE ENGINE NUMBER
1FADP3F22EL167785	2014 Focus	Ford		

BILL OF SALE

SECTION 2 — BILL OF SALE

I/We Ford Motor Company (PRINT SELLER'S NAME(S)) sell, transfer, and deliver the above vehicle/vessel to Morton College (PRINT BUYER'S NAME(S)) on ___ (MO DAY YEAR) for the amount of $ ___ (SELLING PRICE)

If this was a gift, indicate relationship: ___ (*e.g., parents, spouse, friend, etc.*) $ ___ (GIFT VALUE)

ODOMETER

SECTION 3 — ODOMETER DISCLOSURE STATEMENT (*Void if Mileage is Altered or Erased*)

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads ___ , ___ 10ths (**no tenths**) miles, and to the best of my knowledge reflects the **ACTUAL** mileage ***unless one of the following statements is checked.***

WARNING—ODOMETER DISCREPANCY

☐ Odometer reading is **NOT** the actual mileage ☐ Mileage **EXCEEDS** the odometer mechanical limits

Explain odometer discrepancy: ___

SECTION 4 — BUYER AND SELLER (*MUST hand print his or her name, date and sign this section.*)

BUYER'S SECTION

I acknowledge the odometer reading and the facts of the transfer. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BUYER

PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
Morton College by: Michael Rose	X Morton College by: [signature]	7/20/22	
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
BUYER'S MAILING ADDRESS	CITY STATE	ZIP CODE	DAYTIME TELEPHONE NO.
Morton College			

SELLER'S SECTION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SELLER

PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
SELLER'S MAILING ADDRESS	CITY STATE	ZIP CODE	DAYTIME TELEPHONE NO.

POWER OF ATTORNEY

SECTION 5 — POWER OF ATTORNEY

I/We Morton College (PRINT NAME(S)) appoint Ford Motor Company (PRINT NAME(S)) as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY	DATE
X [signature]	7/20/22
SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY	DATE
X	

A Public Service Agency

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM INSTRUCTIONS

THIS FORM IS NOT THE OWNERSHIP CERTIFICATE. IT MUST ACCOMPANY THE TITLE OR APPLICATION FOR A DUPLICATE TITLE. PHOTOCOPIES OF THE FORM MAY BE RETAINED FOR YOUR RECORDS.

Know your rights before you sign. Read the *Car Buyer's Bill of Rights* (FFVR 35) and *What you Need to Know Before Buying a Vehicle* (FFVR 26) brochures and other brochures available at ***www.dmv.ca.gov.***

SECTION 1 — VEHICLE/VESSEL IDENTIFICATION

This section must be completed.

SECTION 2 — BILL OF SALE

To be completed by the seller of the vehicle/vessel, identifying the buyer and/or gift recipient, the purchase price or gift value, and date of sale and/or gift.

SECTION 3 — ODOMETER DISCLOSURE STATEMENT

To be completed by the seller disclosing the mileage at the time of sale. Any alteration (write-over, cross-out, erasure, deletion, etc.), made to the reported mileage will VOID the odometer disclosure section of this document and a new odometer statement (including the signature of both parties) is mandatory. Photocopies may be retained for personal record. Dealers and Auto Auctions are required to retain a photocopy of the odometer disclosure for 5 years.

Federal law requires the hand printed name, date and signature of the buyer and seller when disclosing and acknowledging the odometer reading.

SECTION 4 — BUYER/SELLER INFORMATION (*Individual[s], Company, Dealership, Lessor/Lessee or Trust*)

To be completed by the buyer to provide name and address, accept the responsibility of ownership, and/or acknowledge mileage reported. To be completed by the seller to provide name and address, release ownership, and/or disclose mileage to the buyer.

NOTE: Co-owners joined by "**AND**" (shown by "/" on DMV records) require the signature of **EACH** owner; co-owners joined by "**OR**" require the signature of at least **ONE** owner. The signature for a company or business **MUST** include the printed name of the company/business and an authorized representative's countersignature on the signature line (*e.g., ABC CO., by JOHN SMITH - **or** - JOHN SMITH for ABC CO.*).

SECTION 5 — POWER OF ATTORNEY

To be completed when appointing a person or company to act as an attorney-in-fact, to sign papers and documents that may be necessary in order to secure California registration of or to transfer my/our interest in the identified vehicle or vessel. The odometer disclosure statement cannot be completed by power of attorney.

INSTRUCCIONES PARA COMPLETAR ESTE FORMULARIO

ESTE FORMULARIO NO ES EL CERTIFICADO DE PROPIEDAD. ÉSTE DEBERÁ ACOMPAÑAR AL TÍTULO O LA SOLICITUD PARA DUPLICADO DE TÍTULO. PUEDE GUARDAR FOTOCOPIAS DE ESTE FORMULARIO PARA SU ARCHIVO PERSONAL.

Conozca sus derechos antes de firmar. Lea los folletos "*Declaración de Derechos del Comprador de Vehículos*" (FFVR 35) y "*Qué Necesita Saber Antes de Comprar un Vehículo*" (FFVR 26) y otros folletos disponibles en ***www.dmv.ca.gov***.

SECCIÓN 1 — IDENTIFICACIÓN DE VEHÍCULO/BARCO

Esta sección deberá completarse.

SECCIÓN 2 — FACTURA DE VENTA

Para completarse por el vendedor del vehículo/barco, para identificar al comprador y/o receptor del regalo, el precio de compra o valor del regalo y la fecha de la venta y/o regalo.

SECCIÓN 3 — DECLARACIÓN DEL RECORRIDO EN MILLAS DEL ODÓMETRO

Para completarse por el vendedor declarando el millaje al momento de la venta. Cualquier alteración (escribir sobre el texto, tachar texto, borraduras, omisiones, etc.) que se haga al millaje reportado ANULARÁ la sección de la declaración del odómetro de este documento y será obligatorio presentar una nueva declaración (incluyendo la firma de ambas partes). Puede conservar fotocopias para su archivo personal. A los concesionarios y subastadores de autos se les exige conservar una fotocopia de la declaración del odómetro por cinco (5) años.

La ley federal exige que el nombre sea escrito a mano así como la fecha y la firma del vendedor y del comprador cuando se declare y confirme la lectura del millaje del odómetro.

SECCIÓN 4 — INFORMACIÓN SOBRE EL COMPRADOR/VENDEDOR (*Indivivduo[s], Compañía, Concesionario, Arrendatario/ Arrendador o Fideicomiso*)

El comprador deberá llenar esta sección a fin de proveer su nombre y dirección, aceptar responsabilidad del vehículo/barco y/o reconocer el millaje reportado. El vendedor deberá llenar esta sección a fin de proveer al comprador su nombre y dirección, relevar la responsabilidad del vehículo/barco y/o declarar el millaje al comprador.

NOTA: Para los co-propietarios unidos por la letra "**Y**" (mostrado en el título con una barra "/") se exige la firma de **CADA** propietario; los co-propietarios unidos por la letra "**O**" exige la firma de por lo menos **UN** propietario. La firma de una compañía o negocio **DEBE** incluir el nombre impreso de la compañía o negocio y la contra-firma de un agente autorizado en el reglón de la firma (ejemplo: *ABC CO*, por *JOHN SMITH - **o bien** - JOHN SMITH* por *ABC CO.*).

SECCIÓN 5 — PODER LEGAL

Esta sección deberá llenarse cuando se asigna una persona o compañía para actuar como apoderado para firmar papeles y documentos que puedan ser necesarios para asegurar la matrícula de California o para traspasar mi/nuestro interés en el vehículo o barco identificado.

Esta sección de poder legal no puede usarse para la declaración del odómetro.

REG 262 (REV. 10/2011)
OSP 11 124731

Power of Attorney

THIS FORM MUST BE NOTARIZED!

I, Morton College, in the city of _____, in the county of _____, in the state of _____, do hereby expressly constitute and appoint, _____, Ford Motor Company Legal Case Manager, or authorized designee (hereafter "Ford Motor Company"), 2717 Schust Road, Saginaw, MI 48603, as my true and lawful attorney-in-fact regarding one 2014 Ford Focus with Vehicle Identification Number 1FADP3F22EL167785 and its title, to (a) apply for new and/or valid replacement title if such is necessary because, for example, the existing vehicle title is subsequently lost or misplaced and/or make corrections and/or (b) changes to the title if such is subsequently necessary.

I do hereby give said attorney-in-fact full power and authority to do everything necessary to ensure that Ford Motor Company has a valid title to the vehicle, as fully as I could or might do if personally present, with full power of substitution and revocation, hereby confirming and ratifying all that said attorney-in-fact shall lawfully do or cause to be done hereunder.

Signed and sealed this 20th day of July, 2022.

[signature]
Authorized Signature

5556 N. Sheridan #02
Chicago, IL 60640
Address

Michael Rose
Printed Name & Title

The above named individual(s) personally appeared and acknowledged the foregoing to be such individual(s) free act and deed, before me.

Notary Public: Ana Laura Valdez

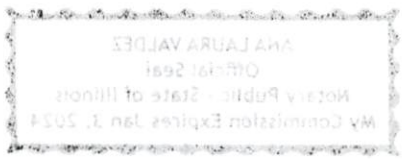
My commission expires: Jan 03, 2024

State: IL

County: Cook

ANA LAURA VALDEZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 3, 2024

Case# 699550


ANA LAURA VALDEZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Jan 2, 2024

Power of Attorney

THIS FORM MUST BE NOTARIZED!

I, Morton College, in the city of _____, in the county of _____, in the state of _____, do hereby expressly constitute and appoint, _____, Ford Motor Company Legal Case Manager, or authorized designee (hereafter "Ford Motor Company"), 2717 Schust Road, Saginaw, MI 48603, as my true and lawful attorney-in-fact regarding one 2013 Ford Fiesta with Vehicle Identification Number 3FADP4BJXDM224346 and its title, to (a) apply for new and/or valid replacement title if such is necessary because, for example, the existing vehicle title is subsequently lost or misplaced and/or make corrections and/or (b) changes to the title if such is subsequently necessary.

I do hereby give said attorney-in-fact full power and authority to do everything necessary to ensure that Ford Motor Company has a valid title to the vehicle, as fully as I could or might do if personally present, with full power of substitution and revocation, hereby confirming and ratifying all that said attorney-in-fact shall lawfully do or cause to be done hereunder.

Signed and sealed this 20th day of July, 2022

C. Manuel

Authorized Signature

5556 N. Sheridan #102
Chicago, IL 60640

Address

Michael Rose

Printed Name & Title

The above named individual(s) personally appeared and acknowledged the foregoing to be such individual(s) free act and deed, before me.

Notary Public: Ana Laura Valdez

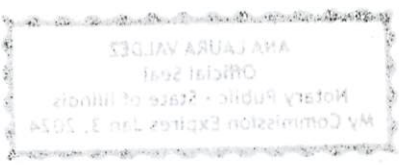
My commission expires: Jan 03, 2024

State: IL

County: Cook

ANA LAURA VALDEZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 3, 2024

Case# 706102


ANA LAURA VALDEZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 3, 2024

706102

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

INSTRUCTIONS ON REVERSE SIDE — ALL SIGNATURES MUST BE IN INK — PHOTOCOPIES NOT ACCEPTED

This form is not the ownership certificate. It must accompany the titling document or Application for Duplicate Title. For *Car Buyer's Bill of Rights*, visit *www.dmv.ca.gov.*

ACQUISITION NUMBER (*DISMANTLER ONLY*)

VEHICLE/VESSEL ID

SECTION 1 — VEHICLE/VESSEL DESCRIPTION

IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF NO.	MOTORCYCLE ENGINE NUMBER
3FADP4BJXDM224346	2013 Fiesta	Ford		

BILL OF SALE

SECTION 2 — BILL OF SALE

I/We Ford Motor Company (PRINT SELLER'S NAME(S)) sell, transfer, and deliver the above vehicle/vessel to Morton College (PRINT BUYER'S NAME(S)) on ___ (MO) ___ (DAY) ___ (YEAR) for the amount of $ ___ (SELLING PRICE)

If this was a gift, indicate relationship: _____ (*e.g., parents, spouse, friend, etc.*) $ ___ (GIFT VALUE)

ODOMETER

SECTION 3 — ODOMETER DISCLOSURE STATEMENT (*Void if Mileage is Altered or Erased*)

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ][ ][ ],[ ][ ][ ][/10ths] (**no tenths**) miles, and to the best of my knowledge reflects the **ACTUAL** mileage ***unless one of the following statements is checked.***

WARNING—ODOMETER DISCREPANCY

☐ Odometer reading is **NOT** the actual mileage ☐ Mileage **EXCEEDS** the odometer mechanical limits

Explain odometer discrepancy: _____

SECTION 4 — BUYER AND SELLER (*MUST hand print his or her name, date and sign this section.*)

BUYER'S SECTION

I acknowledge the odometer reading and the facts of the transfer. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BUYER

PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
Morton College by: Michael Rose	X Morton College by: [signature]	7/20/22	
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT BUYER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
BUYER'S MAILING ADDRESS	CITY STATE	ZIP CODE	DAYTIME TELEPHONE NO.
Morton College			

SELLER'S SECTION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SELLER

PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
PRINT SELLER'S NAME	SIGNATURE	DATE	DL/ID OR DEALER/DISM #
	X		
SELLER'S MAILING ADDRESS	CITY STATE	ZIP CODE	DAYTIME TELEPHONE NO.

POWER OF ATTORNEY

SECTION 5 — POWER OF ATTORNEY

I/We Morton College (PRINT NAME(S)) appoint Ford Motor Company (PRINT NAME(S)) as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY	DATE
X [signature]	7/20/22
X	

STATE OF CALIFORNIA
DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM INSTRUCTIONS

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Know your rights before you sign. Read the *Car Buyer's Bill of Rights* (FFVR 35) and *What you Need to Know Before Buying a Vehicle* (FFVR 26) brochures and other brochures available at ***www.dmv.ca.gov.***

SECTION 1 — VEHICLE/VESSEL IDENTIFICATION

This section must be completed.

SECTION 2 — BILL OF SALE

To be completed by the seller of the vehicle/vessel, identifying the buyer and/or gift recipient, the purchase price or gift value, and date of sale and/or gift.

SECTION 3 — ODOMETER DISCLOSURE STATEMENT

To be completed by the seller disclosing the mileage at the time of sale. Any alteration (write-over, cross-out, erasure, deletion, etc.), made to the reported mileage will VOID the odometer disclosure section of this document and a new odometer statement (including the signature of both parties) is mandatory. Photocopies may be retained for personal record. Dealers and Auto Auctions are required to retain a photocopy of the odometer disclosure for 5 years.

Federal law requires the hand printed name, date and signature of the buyer and seller when disclosing and acknowledging the odometer reading.

SECTION 4 — BUYER/SELLER INFORMATION (*Individual[s], Company, Dealership, Lessor/Lessee or Trust*)

To be completed by the buyer to provide name and address, accept the responsibility of ownership, and/or acknowledge mileage reported. To be completed by the seller to provide name and address, release ownership, and/or disclose mileage to the buyer.

NOTE: Co-owners joined by "**AND**" (shown by "/" on DMV records) require the signature of **EACH** owner; co-owners joined by "**OR**" require the signature of at least **ONE** owner. The signature for a company or business **MUST** include the printed name of the company/business and an authorized representative's countersignature on the signature line (*e.g., ABC CO., by JOHN SMITH - **or** - JOHN SMITH for ABC CO.*).

SECTION 5 — POWER OF ATTORNEY

To be completed when appointing a person or company to act as an attorney-in-fact, to sign papers and documents that may be necessary in order to secure California registration of or to transfer my/our interest in the identified vehicle or vessel. The odometer disclosure statement cannot be completed by power of attorney.

INSTRUCCIONES PARA COMPLETAR ESTE FORMULARIO

ESTE FORMULARIO NO ES EL CERTIFICADO DE PROPIEDAD. ÉSTE DEBERÁ ACOMPAÑAR AL TÍTULO O LA SOLICITUD PARA DUPLICADO DE TÍTULO. PUEDE GUARDAR FOTOCOPIAS DE ESTE FORMULARIO PARA SU ARCHIVO PERSONAL.

Conozca sus derechos antes de firmar. Lea los folletos "*Declaración de Derechos del Comprador de Vehículos*" (FFVR 35) y "*Qué Necesita Saber Antes de Comprar un Vehículo*" (FFVR 26) y otros folletos disponibles en ***www.dmv.ca.gov***.

SECCIÓN 1. — IDENTIFICACIÓN DE VEHÍCULO/BARCO

Esta sección deberá completarse.

SECCIÓN 2 — FACTURA DE VENTA

Para completarse por el vendedor del vehículo/barco, para identificar al comprador y/o receptor del regalo, el precio de compra o valor del regalo y la fecha de la venta y/o regalo.

SECCIÓN 3 — DECLARACIÓN DEL RECORRIDO EN MILLAS DEL ODÓMETRO

Para completarse por el vendedor declarando el millaje al momento de la venta. Cualquier alteración (escribir sobre el texto, tachar texto, borraduras, omisiones, etc.) que se haga al millaje reportado ANULARÁ la sección de la declaración del odómetro de este documento y será obligatorio presentar una nueva declaración (incluyendo la firma de ambas partes). Puede conservar fotocopias para su archivo personal. A los concesionarios y subastadores de autos se les exige conservar una fotocopia de la declaración del odómetro por cinco (5) años.

La ley federal exige que el nombre sea escrito a mano así como la fecha y la firma del vendedor y del comprador cuando se declare y confirme la lectura del millaje del odómetro.

SECCIÓN 4 — INFORMACIÓN SOBRE EL COMPRADOR/VENDEDOR (*Indivivduo[s], Compañía, Concesionario, Arrendatario/ Arrendador o Fideicomiso*)

El comprador deberá llenar esta sección a fin de proveer su nombre y dirección, aceptar responsabilidad del vehículo/barco y/o reconocer el millaje reportado. El vendedor deberá llenar esta sección a fin de proveer al comprador su nombre y dirección, relevar la responsabilidad del vehículo/barco y/o declarar el millaje al comprador.

NOTA: Para los co-propietarios unidos por la letra "**Y**" (mostrado en el título con una barra "/") se exige la firma de **CADA** propietario; los co-propietarios unidos por la letra "**O**" exige la firma de por lo menos **UN** propietario. La firma de una compañía o negocio **DEBE** incluir el nombre impreso de la compañía o negocio y la contra-firma de un agente autorizado en el reglón de la firma (ejemplo: *ABC CO*, por *JOHN SMITH - **o bien** - JOHN SMITH* por *ABC CO.*).

SECCIÓN 5 — PODER LEGAL

Esta sección deberá llenarse cuando se asigna una persona o compañía para actuar como apoderado para firmar papeles y documentos que puedan ser necesarios para asegurar la matrícula de California o para traspasar mi/nuestro interés en el vehículo o barco identificado.

Esta sección de poder legal no puede usarse para la declaración del odómetro.

REG 262 (REV. 10/2011)
OSP 11 124731

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND LOYOLA UNIVERSITY MEDICAL CENTER.

RATIONALE:

CAPTE and the State of Illinois require all PTA students to complete a certain amount of clinical education hours. In order to to graduate and obtain licensure. The more clinical affiliates that we have the more opportunity we have for our students to fulfill these requirements.

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

COST ANALYSIS:

$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT
RESOLUTION

A RESOLUTION APPROVING AND ADOPTING
A PHYSICAL THERAPY ASSISTANT AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
LOYOLA UNIVERSITY MEDICAL CENTER

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

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

WHEREAS, the educational program at Morton for Physical Therapy Assistant ("Program") has a clinical component; and

WHEREAS, each student enrolled in the Program must complete the clinical component in order to graduate from the Program; and

WHEREAS, Loyola University Medical Center, ("Loyola") is an Illinois not-for-profit corporation that operates mainly as a hospital and healthcare facility and is able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into an educational affiliation agreement with Loyola, to allow Morton students a clinical setting to satisfy the clinical component of the Program. Said agreement is attached hereto as Exhibit A and is hereinafter referred to as the "Agreement"; and

WHEREAS, Loyola desires to enter into the Agreement with Morton to provide Morton students with a clinical setting so that they can satisfy the clinical component of the Program; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College

District No. 527 (the "Board") has determined that it is in the best interests of Morton to enter into the Agreement, attached hereto as Exhibit A, with Loyola.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527 that:

Section 1. Incorporation of Preambles.

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

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement with Loyola, and to further authorize the President or his designee to take all steps necessary to carry out the terms of the Agreement and to ratify any steps taken to effectuate those goals.

Section 3. Authorization.

The Board hereby authorizes and directs the President or his designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Board authorizes and directs the President or his designee to execute the Agreement, with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Board further authorizes the President or his designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The President or his designee is hereby authorized and directed to execute, and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and any and all such other documents as may be necessary to carry out and effectuate the purpose of this Resolution.

Section 4. Renewal.

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

Section 5. Headings.

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

Section 6. Severability.

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

Section 7. Superseder.

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

Section 8. Effective Date.

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

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 24th day of August 2022.

_____

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

Attest:

_____

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

EXHIBIT A

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (**"Agreement"**) is entered into by and between **Loyola University Medical Center**, an Illinois nonprofit corporation (**"Organization"**) and **Morton College** (**"School"**), on November 1, 2022 (Effective Date). (For convenience, Organization and School are sometimes hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**.)

WHEREAS, School offers a course of education which requires that enrolled Physical Therapy Assistant students receive clinical education experience as part of their professional preparation;

WHEREAS, Organization has an interest in, and resources for, providing an educational experience consistent with the School's requirements; and

WHEREAS, School wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such educational experience.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the Parties agree as follows:

I. SCHOOL DUTIES

A. Education Experience. School shall determine which students, and the numberof students who, will participate in each educational experience rotation at Organization pursuant to this Agreement (each, a **"Student"**, and, collectively, the **"Students"**), which determination shall be subject to approval by Organization. The School shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.

B. Student Records and Family Education Rights and Privacy Act (**"FERPA"**). School shall maintain all educational records and reports relating to Student's clinical training at Organization. School shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA and since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the School is solely responsible for FERPA compliance. School is responsible for all record keeping related to any required documentation of Organization's access to student records and/or School's disclosure of personally identifiable information from student records to Organization or to other third parties without the eligible Student's written consent. School further acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students as required by FERPA.

C. Supervision. School shall supervise all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All student observations and/or educational experience at Organization shall be subject to the approval of the Organization.

D. Training; Screening. School shall provide adequate preclinical instruction to each

Student in accordance with standards mutually agreeable to Organization and School and shall present for clinical experience at Organization only those Students who have satisfactorily completed the preclinical instructional program. School shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the Organization education experience program only those Student

who meet the requirements for participation established by the School and the Organization.

E. Policies. School shall assure that Students comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times.

F. OSHA Training. All School employees involved in the educational experience with Organization and Students shall document appropriate training concerning applicable OSHA requirements, including without limitation, blood borne pathogens.

G. Health Certification of Students and Faculty Who Are Present at Organization. An authorized representative of School will sign Exhibit B for each Student and faculty and supply to Organization prior to the Student or faculty starting any education experience with Organization. Organization may request and School shall provide proof of required vaccinations provided by Student. Such Health Certificate requires attestation that Organization has viewed proof that Student has received the following vaccinations:

1. Tuberculin skin test (must be completed not more than one (1) year prior to start date); the Tuberculin Assessment Form must be completed if previous Tuberculin test was positive;

2. MMR:

a) If born before January 1, 1957, documentation of measles, mumps and rubella titers showing immunity. If non-immune, two MMR vaccinations;

b) If born on or after January 1, 1957, documentation of two MMR vaccinations;

3. Attestation of having had the chicken pox or varicella titer as showing immunity; and

4. Hepatitis B vaccination or proof of immunity to Hepatitis B, (or written refusal of Hepatitis B vaccination signed by the Student that expressly holds the Organization harmless for any Hepatitis B exposure or infection that may result from the Student's education experience at Organization) and/or such other immunization and health-related testing as may be required by the applicable state level health department or the Occupation Health and Safety Administration for each Student assigned to Organization, as these requirements may change from time to time; for purposes of this Agreement, a Student shall be considered to be vaccinated against Hepatitis B if he or she has received at least one (1) injection of the vaccine and is in the process of completing the required services of

three injections.

5. Flu vaccine for the season of the rotation.COVID-19 Vaccine: Evidence that the Student(s) (and School staff that come to Organization's facilities) is fully vaccinated (as defined by Organization's policies) against COVID-19 for the season of the rotation.

If Students or faculty have a religious or medical exemption to any of the above vaccinations, school is required to note that School has approved an exemption on **Exhibit B** for the student or faculty member.

H. Confidentiality. School will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School will also advise all Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.

I. Notification. School shall notify the Organization at least thirty (30) days prior to the date it desires to establish an educational experience for the Students. Such notification shall include the names, addresses and other information required in this Section I and the requirements of the Students' educational experience at Organization. After opportunity to review each Student's academicand experience record and other information provided by School, Students participation in the education experience at Organization shall be subject to final approval of Organization, which shall not be unreasonably withheld.

J. Control of Academic Program. School shall have complete control over all academic aspects of the educational experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations and discipline.

K. Participation Agreement. School shall require and ensure that each Student selected to participate in the educational experience at Organization signs the "Student Participation Agreement" attached hereto and incorporated herein as **Exhibit A**. School will provide signed Exhibit A forms for each Student and will provide to Organization prior to the student arriving for an educational experience.

L. Personal Protective Equipment ("PPE"). School will advise each Student and Faculty that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, such guidance adheres to CDC and state requirements.

II. ORGANIZATION DUTIES

A. Professional Experience. Organization shall provide Students with supervised educational experience appropriate for up to such number of Students and educational experience contact hours per semester as agreed upon by the Parties. Each Student's educational experiences shall be outlined in the form of attached hereto as **Exhibit B**. Organization shall provide the appropriate use of its facilities by Students enrolled in the School or otherwise provided by the School.

B.Participation. During educational experiences, the Students shall be permitted to

participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of the Organization and the School. The scope of the Students' participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff.

C. Emergency. In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.

D. Student Removal. Organization, in its sole discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that the Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify School of any such removal, suspension or termination.

E. Laws. Organization shall comply with all applicable laws and regulations.

F. Background Check. Organization shall perform a criminal background check on each Student where required by applicable law. Such criminal background check may include fingerprinting pursuant to the laws of the state where Organization is located. Any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, may preclude a Student from being accepted. Other situations will be considered on a case-by-case basis, taking into account risks to patients, employees, and the organization.

G. Non-Teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.

H. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any Student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify School in writing of its refusal to accept a Student and the basis for the refusal; School shall not thereafter submit such Student for clinical experience at Organization. Organization shall retain the right to decline the assignment of Students from School at any time for operational reasons.

I. Control Over Direct Patient Care. Organization shall plan and administer all aspects of patient care at Organization and shall have complete control over the care of patients under the clinical program. Organization has the sole right to determine the patients with whom Students work. Organization shall provide qualified supervision of all patient care activities involving School's Students, and all Student interaction with patients shall occur under the supervision of qualified Organization personnel.

III. MUTUAL DUTIES

A. Student Assignment. The School and Organization shall mutually agree upon assignment of Students to particular Organization facilities.

B. Non-discrimination. No Student shall, on the grounds of race, color, sex, creed, age, national origin, or any other protected status be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a Student is qualified, neither Organization nor School shall discriminate against any Student because of physical or mental disability. Each Party agrees to treat qualified disabled students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the School.

C. Liaison and Supervision Requirements. Each Party will appoint a liaison to serve as a communication link between the parties. Each Party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

IV. RELATIONSHIP OF THE PARTIES

A. Legal Status of Students. It is understood and agreed that the Students are enrolled in a professional education program offered by the School. The Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times students of the School.Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sicktime or any other benefit of employment, directly or indirectly. At no time shall Students replace or substitute for any employee of Organization. This provision shall not be deemed to prohibit the employment of any such Student by Organization Hospital under a separate employment agreement.

B. Independent Contractor Status. It is mutually understood and agreed that Organization and School are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and School and any relationship between Parties is nothing other than that of educational affiliates, and each Party is responsible only for its own conduct. Neither Party shall have the right to bind the other to any contractual or other obligation.

V. TERM AND TERMINATION

A. Term and Extension Period. This Agreement shall commence on November 1, 2022 (**"Effective Date"**) and shall remain in effect for a term of three years, expiring on October 31, 2025 (**"ExpirationDate"**), unless earlier terminated pursuant to the terms of this Agreement. This is the **"Term"**. At the end of the Term, the Parties may, by mutual written agreement, agree to extend this Agreement for a period of no more than one (1) year. This is the **"Extension Period"**.

B. Termination by Either Party. During the Term of the Agreement it may be terminated with or without cause by either Party on thirty (30) days' prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time

of the notice of termination shall be given a period of time not to exceed the shorter of: (i) the end of the semester; or (ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' educationexperiences.

C.Termination for Breach. In the event that either Party gives notice to the other Party that the other Party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) days following the giving of such notice, the Party giving such notice will have the right to terminate this Agreement immediately.

D. Legal Opinion. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may terminate this Agreement by providing written notice to School. Within ten (10) days of such notice, the Parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the Parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.

E. *Force Majeure.* If either Party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, pandemics; acts of God, closure of a facility or department or any other cause beyond the reasonable control of the Party, such non-performing Party shallbe excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a Party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days or longer.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

A. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the Term of this Agreement (**"Proprietary Information"**) in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law.

B. Patient Identification. The identity of a patient, the nature of procedures orservices provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by the School or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, the School agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and AccountabilityAct of 1996, as amended, and its related regulations (**"HIPAA"**).

C. Records. Organization shall have custody and control of all medical records and charts in patient files. Neither the School nor the Student may remove or copy such records except with written permission of Organization.

D. Studies and Research. All reports, projects, or theses, and publications based upon studies and research arising out of the cooperative education experience permitted by this Agreement shall be reviewed and approved prior to release by means of such of procedures as Organization shall designate. Approval of theOrganization shall not be unreasonably withheld.

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, including, but not limited to, their officers, employees, directors and agents (collectively, the **"Indemnified Party"**), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses or the Indemnified Party may tender the defense to the indemnifying Party, which shall assume it. These obligations shall survive the cancellation, termination or expiration of this Agreement.

B. Notification. Each Party shall notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.

C. Professional Liability Insurance. The School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate professional liability insurance coverage with policy limits of $1,000,000 per occurrence and $3,000,000 aggregate per year.

D. General Liability Insurance. The School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate general liability insurance coverage with policy limits of $1,000,000 per occurrence and $2,000,000 aggregate per year, adding the Organization as an additional insured with respects to this Agreement.

E. Workers Compensation Insurance. The School shall not assign any Students or instructors to Organization until the School can demonstrate workers compensation insurance in amounts required in accordance with applicable laws within the state where the educational experience is being performed.

F. Student Health Insurance. School will inform student that it is the responsibility of each Student participating in the education experience at Organization to have health insurance to cover emergency health care for illnesses or injuries resulting from the Student's field experience at Organization. It shall be the responsibility of the student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care. Organization may request each Student to provide proof of insurance prior to beginning the education experiencewith

Organization.

G. Proof of Insurance. Attached to this Agreement as an Exhibit is a copy of School's certificates of insurance required under this section. School shall provide Organization Facilities with updated certificates of insurance annually and upon request, to maintain compliance with the terms of this Agreement. Saidcertificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to Organization.

H. Organization Insurance. Organization will maintain professional liability and commercial general liability insurance for itself and its employees, which covers Hospital's operations at all sites where services are performed, with limits as follows: General Liability of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate and Umbrella coverage ofat least Five Million Dollars ($5,000,000.00) and Professional Liability of One Million Dollars ($1,000,000) per each claim and Three Million Dollars ($3,000,000) in the aggregate.

VIII. MISCELLANEOUS

A. Governing Law. The laws of the state where the services are to be performed govern this Agreement, regardless of choice of law principals.

B. Venue. Venue shall be proper only in the jurisdiction where the services were performed or delivered.

C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by each of the Parties.

D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the Party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.

E. Reformation or removal. The provisions of this Agreement will be deemed severable and ifany part of any provision is determined to be unenforceable, the provision may be removed or changed to the extent reasonably necessary to make the provision, as sochanged, enforceable.

F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.

G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or School at the addresses below or upon actual receipt by the otherparty. Facsimile notices shall be delivered during the receiving Party's normal business hours and shall be effective only if the sending Party maintains written confirmation of facsimile receipt. Either Party may change the address to which notices are to be

sent by notice given in accordance with the provisions of this Section.

Organization: Loyola University Medical Center
2160 S. First Avenue
Maywood, IL 60153
Attention: Office of the President

Copy to: Loyola University Health System
One Westbrook Corporate Center
Suite 840
Westchester, IL 60154
Attention: Office of the General Counsel

School: Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: Office of the President

Copy to: Morton College PTA Program
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: Program Director

Copy to: **The School Legal Counsel at:**
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402
Attention: School Law Practice Group

I. Enforceability. This Agreement is intended for the benefit of the Parties only. There are no other intended third-party beneficiaries.

J. Presumption. There is no presumption for or against either Party as a result of such Party being the principal drafter of this Agreement. Entire Agreement. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the Parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.

K. Assignment. This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the Parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

L. Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

ORGANIZATION;

By: Tad Gomez

Tad Gomez

President

Date: 8/19/2022

SCHOOL:

By: _____

Name:

Title:

Date:

Exhibit A
Student Participation Agreement

I,_____("**Student**"), in consideration of participating in the education
(print name)
experience program provided by Loyola University Medical Center ("**Organization**"), through my participation in Organization's training program, hereby agree tothe following:

1. I will comply with all applicable, policies, procedures, rules and regulations of Organization, and the instructions of Organization supervisors, including but not limited to, those governing patient confidentiality. I will further observe professionally appropriate modes of dress, behavior and grooming at all times.

2. I will participate in education and training opportunities in accordance with the instructions of Organization supervisors.

4. I understand and acknowledge that Organization has the right to take certain actions, including but not limited to, the right to suspend or terminate me from, or limit my participation in, the education experience program, or to evaluate me unfavorably, if in itsexclusive judgment I have failed to observe applicable policies, procedures, rules, regulations, or the instructions of Organization supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming and behavior. **I hereby voluntarily release Organization and its directors, officers, employees, agents and representatives from any and all liability based on such actions.**

5. I acknowledge that the educational experience received by me from Organization shall be received as a student at _____
(insert school name)
as a part of my professional training, and not as an employee of Organization. I understand that as a participant in this educational program, I shall not be entitled to compensation or employee benefits, nor shall I be considered an employee of Organization for purposes of unemployment compensation, minimum wage laws, workers' compensation, income tax withholding, Social Security benefits, or any other purpose or benefit.

6. I understand and acknowledge _____
(insert school name)
shall have complete control over all academic aspects of the educational program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release Organization and its directors, officers, employees, agents and representative from any and all liability based on such actions.

7. I understand Organization requires that I submit proof of immunizations to my School prior to the start of my educational experience at Organization. I understand also failure to submit such proof or receive a religious or medical exemption as applicable from my School will prohibit me from participating in an educational experience at Organization. Immunizations I must submit proof of receiving include: TB (or negative screening), Mumps, Rubella, Rubeola, Varicella Zoster, Hepatitis B Vaccine, Influenza and COVID-19. I understand that vaccines which are, or may be, seasonal in nature must be current prior to the start of my educational experience.

8. I have reviewed the Patient Rights Information.

9. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and any of my questions were answered to my satisfaction before signing it.

Student's Signature	Date
Guardian Signature if Student is a minor	Date

Exhibit B
HEALTH CERTIFICATION

Student/School Information

Student Name:_____

Address:_____

_____

Telephone:_____

*License #:_____

*License Expiration Date:_____

School:_____

Address:_____

_____

Course Name and Number:_____

_____

Faculty Liaison/Coordinator:_____

Telephone:_____

Practicum Dates:_____through_____

Projected Education Experience Hours: _____

CPR Status:

Organization Supervisor/Preceptor Information

Supervisor/Preceptor Name: _____

_____

Title:_____

Dept.:

_____

Telephone:_____

*License #:_____

*License Expiration Date:_____

_____

Project:_____

_____

CPR Status

Immunization Status Insert Date of Each Immunization or Completion	TB Evaluation Date Completed	Mumps	Rubella	Rubeola	Varicella Zoster	Hepatitis B Vaccine Date/Declination	Influenza Vaccine	COVID-19 Vaccine
*School Supervisor/Preceptor Name								
Student Name								

*Information is necessary only if school supervisor/preceptor will be onsite during educational experience.

If an exemption was granted for medical or religious reasons for any vaccine, please indicate "Exemption" and the date it was granted.

I reviewed the vaccination information required for the Student and Supervisor/Preceptor noted above and affirm that the required vaccination documentation was presented to the School or the School has granted a medical or religious exemption for a vaccination. I also confirm Patient Rights was reviewed. I confirm I am authorized to sign this document on behalf of School.

_____

Print Name

_____ _____

Signature Date

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE MICHELLE HERRERA TO RECEIVE A 10% TEMPORARY STIPEND FOR THE TEMPORARY RESPONSABILITIES OF ASSOCIATE DEAN OF STUDENT SERVICES (MICHAEL BROWN) DUE TO LEAVE WITH AN EFFECTIVE START DATE OF JUNE 21, 2022 TO SEPTEMBER 7, 2022.

RATIONALE	While Associate Dean of Student Services (Michael Brown) is on leave, Michelle Herrera will take on the responsibilities of the following areas: Academic Advising, Career Services, Counseling, Disabilities and switchboard operators. Direct supervision of 18 individuals. Responsibilities are in addition to M. Herreras' current role of Associate Dean of Academic Services.
COST ANALYSIS:	10% INCREASE from June 21, 2022 to September 7, 2022

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE CAROLYN MARKEL TO TEMPORARILY COMPLETE APPROXIMATELY 4 TO 8 HOURS PER WEEK OF ADMINISTRATIVE DUTIES AND PROVIDE TRAINING/CONSULTATION AS SHE TRANSITIONS FROM HER ROLE AS DIRECTOR OF ADULT ED/CTE GRANTS & COMPLIANCE INTO HER NEW ROLE AS FULL-TIME FACULTY MEMBER.

RATIONALE	EXISTING STAFF AND CAROLYN'S REPLACEMENT WILL NEED TO BE TRAINED TO COMPLETE THE DUTIES RELATED TO THE DIRECTOR OF AECTE GRANTS & COMPLIANCE POSITION.
COST ANALYSIS:	$68.88 PER HOUR FOR APPROXIMATELY 4 TO 8 HOURS PER WEEK DURING THE FALL 2022 SEMESTER, AS NEEDED. PLEASE NOTE: THIS RATE IS IN ACCORDANCE WITH THE FACULTY AGREEMENT FOR HOURLY EXTRA WORK.

PROPOSED ACTION: That the Board approve the independent contract agreement between DD's Operations LLC and Morton College, Facilites/Maintenance, $35/hours, effective from July 1, 2022 to June 30, 2023, as submitted.

RATIONALE: Renew the contract

COST ANALYSIS: $35/hour, not to exceed 25 hours per week/ 5 hours per day, within regular business hours

ATTACHMENT: INDEPENDENT CONTRACT AGREEMENT

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

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

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

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

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

1. TERM OF THE AGREEMENT

The term of this shall commence on the 1st day of July 2022 and end on the 30TH day of June 30, 2023**,** unless terminated earlier upon seven (7) days written notice by CLIENT. All provisions of this Agreement shall apply to all services and all periods of time in which IC renders services for or , on behalf of CLIENT, regardless of the date on which the Agreement is actually executed. This contract will auto renew upon its expiration date unless terminated by either side prior to that date.

2. INDEPENDENT CONTRACTOR STATUS

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

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

3. LICENSING REQUIREMENTS

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

4. TAX RESPONSIBILITIES

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

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

5. INSURANCE

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

6. PERFORMANCE OF SERVICES

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

7. TIME AND LOCATION OF WORK

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

8. TERMS OF PAYMENT

In consideration for the services to be performed by IC, IC shall be paid a total fee of $35 per hour (not to exceed 25 hours per week/5 hours per day within regular business hours, unless with prior authorization) for the entire natural term of this Agreement Said fee shall be payable in semi-monthly pay checks.

9. PAYROLL AND EMPLOYMENT TAXES

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

10. EXPENSES

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

11. INDEMNIFICATION

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

12. CONFIDENTIALITY

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

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

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

13. SUBSIDIARY OR AFFILIATE OF CONTRACTOR

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

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

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

14. NOTICES

All notices and demands required hereunder shall be deemed given upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by a reputable overnight delivery carrier ; or (c) three (3) business days after the sender posts with the United States Post Office via registered or certified mail (return receipt requested) with postage prepaid and properly addressed as follows or to such other addresses either party may specify in writing.

If to the CLIENT: Morton College
3801 South Central Ave.
Cicero, IL 60804
Attn.: Office of the President
Tele. 708-656-8000
Fax 708-656- 3 186
Email stan.fields@morton.edu

If to IC DD's Operations LLC

15. MISCELLANEOUS

A. Construction and Governing Law

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The parties acknowledge that they have had an opportunity to negotiate, review and revise this Agreement and have it reviewed by legal counsel, if desired. Further, the parties acknowledge that they have been given reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement.

B. Headings

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

C. Facsimile Transmission

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

D. Non Assignment

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

16. TERMINATION

The natural term of this Agreement is from the 1st day of July 2022 to the 30th day of June 30, 2023. However, CLIENT may terminate this Agreement earlier with or without cause upon **seven** (7) **days' written notice to** IC.

17. PARTIAL INVALIDITY

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

18. MODIFICATION IN WRITING

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

19. ENTIRE AGREEMENT

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

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

_____

Independent Consultant Signature Print Date

_____

Client Signature Print Date

PROPOSED ACTION:

Board approval for Women's Softball out of state travel to Byron Center, Michigan from September 23, 2022 through September 24, 2022.

RATIONALE:

As required by the National Junior College Athletic Association (NJCAA) to allow our girls to compete against the players and teams in the Country. This trip also allows the girls exposure they need to be recruited by Division 1, 2, 3 and NAIA Schools after completing 2 years of Education at Morton College.

COST ANALYSIS:

Lodging: $900.00

Meal Money: $600.00

Total: $1,500.00

ATTACHMENT:

None

PROPOSED ACTION:

Board approval for Women's Volleyball at Morton College out of state travel to Tampa, Florida from
September 7, 2022 through September 11, 2022.

RATIONALE:

To allow our student Athletes to compete nationally at the highest level in the National Junior College Athletic Association (NJCAA) and for College exposure upon graduation from Morton College.

COST ANALYSIS:

Airline Flights: $2,324.70
Van Rentals: $1,955.01
Hotel: $3,564.00
Meals: $4,000.00

Total: $ 11,843.71

ATTACHMENT:

None

Person Full Name	Position Class	Employee Current Status	Position Start Date	Position Title	FY22 Salary	FY23 Salary	% increase
Brown, Michael	ADM	FTST	2/26/2020	Assoc. Dean of Student Serv	80,840.23	82,052.83	1.5%
Caruso, Lauren	ADM	FTST	5/26/2022	Assoc Dean of Nursing	100,000.00	100,000.00	0.0%
Cashman, Laurie	ADM	FTST	6/10/2019	Dean of Adult, Careers and Tech	112,478.63	116,415.38	3.5%
Cline, Irina	ADM	FTST	6/30/2019	Dir of Community & Cont Ed	74,985.75	77,610.25	3.5%
Davis, Carissa	ADM	FTST	6/26/2019	Dir of Financial Aid	88,765.74	91,872.54	3.5%
Davis, Murneka	ADM	FTST	3/14/2022	Dir of Human Resources	100,000.00	103,500.00	3.5%
Deasey, Alison	ADM	FTST	3/25/2020	Assoc Dean Alld Hlth/Dir PTA	107,205.00	110,957.18	3.5%
Florio, Joseph	ADM	FTST	4/24/2019	Dir of Campus Ops & Fac	121,287.51	125,532.57	3.5%
Herrera, Michelle	ADM	FTST	7/14/2021	Associate Dean of Acad Serv	70,000.00	72,450.00	3.5%
Hryhorczuk, Nicholas	ADM	FTST	1/5/2022	Academic Dir of Online Lrng	85,000.00	87,975.00	3.5%
Jara, Blanca	ADM	FTST	7/16/2019	VP of Institutional Advancem	130,000.00	134,550.00	3.5%
Kott, Micheal	ADM	FTST	1/27/2021	Associate Dean - LRPA	103,342.34	106,959.32	3.5%
Mata, Gabriela	ADM	FTST	6/3/2019	Dir. of Student Activities	61,059.83	63,196.92	3.5%
McLaughlin, Keith	ADM	FTST	1/23/2017	Provost & Exec Vice Pres	220,871.34	228,601.84	3.5%
McManaman, Kevin	ADM	FTST	1/25/2021	Assistant Athletic Director	56,925.00	58,348.13	2.5%
Mosqueda, Claudia	ADM	FTST	1/7/2019	Assoc. Dean- Adult ED & CTE	86,229.58	89,247.62	3.5%
Nichols, Jason	ADM	FTST	1/25/2021	Athletic Director	101,430.00	104,980.05	3.5%
O'Brien, Courtney	ADM	FTST	7/13/2020	Dir. Adm & Rec/Registrar	81,680.00	83,722.00	2.5%
Perez, Mireya	ADM	FTST	8/23/2018	CFO/Treasurer	160,177.57	165,783.78	3.5%
Raigoza, Suzanna	ADM	FTST	8/23/2018	Senior Accountant	77,235.32	79,938.56	3.5%
Rose, Michael	ADM	FTST	4/22/2020	Assoc. Dean of Strategic in	77,625.00	80,341.88	3.5%
Ruiz, Ruben	ADM	FTST	2/16/2018	Chief Information Officer	140,921.79	145,854.05	3.5%
Strauts, Erin	ADM	FTST	7/1/2021	Assoc Dean of Institut Effec	86,900.00	89,941.50	3.5%
Velazquez, Marisol	ADM	FTST	7/1/2021	Associate Provost Vp of Studen	140,000.00	144,900.00	3.5%
Wido, Christopher	ADM	FTST	1/19/2021	Dir. of Fitness & Nutrition	65,000.00	66,625.00	2.5%
Windham, Brandie	ADM	FTST	8/26/2021	Dean of Arts & Sciences	90,000.00	93,150.00	3.5%
Flores, Rodolfo	CLE	FTST	11/22/2021	Lieutenant	85,000.00	87,975.00	3.5%
Sanchez Anderson, Maria	CLE	FTST	2/29/2016	Exec Asst. to the President	91,305.87	94,501.58	3.5%
Valdez, Ana	CLE	FTST	4/29/2019	Exec Asst to Prov/Board Clrk	75,000.00	77,625.00	3.5%

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Student Services.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Two Thousand Fifty Two Dollars and Eighty Three Cents. $82,052.83 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars ($500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars ($500.00) that remains unused at the end of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Michael Brown Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Lauren Caruso, 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 Nursing Programs ("Associate Dean of Nursing Programs" 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 Nursing Programs 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 Nursing Programs as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Nursing Programs.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2023 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One Hundred Thousand Dollars and No Cents. $100,000.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars ($500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars ($500.00) that remains unused at the end of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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: Lauren Caruso
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Lauren Caruso Date
Employee

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, Career and Technical Education ("Dean of Adult, Career and 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 Dean of Adult, Career and 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 Dean of Adult, Career and Technical Education as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Adult, Career and Technical Education.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One Hundred Sixteen Thousand Four Hundred Fifteen Dollars and Thirty Eight Cents. $116,415.38 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Laurie Cashman Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Community and Continuing Education.

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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy Seven Thousand Six Hundred Ten Dollars and Twenty Five Cents. $77,610.25 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Irina Cline Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

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

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Ninety One Thousand Eight Hundred Seventy Two Dollars and Fifty Four Cents. $91,872.54 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Carissa Davis Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

WHEREAS, the College desires to hire Employee to serve as Associate Dean of Allied Health/Director of Physical Therapist Assistant Program ("Associate Dean of Allied Health/Director of Physical Therapist Assistant Program" or "Administrator") based upon the terms and conditions set forth herein; and

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Associate Dean of Allied Health/Director of Physical Therapist Assistant Program 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 Allied Health/Director of Physical Therapist Assistant Program as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Allied

Health/Director of Physical Therapist Assistant Program.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One Hundred Ten Thousand Nine Hundred Fifty Seven Dollars and Eighteen Cents. $110,957.18 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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 Deasy
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Alison Deasy Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

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

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy Two Thousand Four Hundred Fifty Dollars and No Cents. $72,450.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

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

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

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

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

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

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

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

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

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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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Michelle Herrera Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

WHEREAS, the College desires to hire Employee to serve as Academic Director of Online Learning ("Academic Director of Online Learning" 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 Academic Director of Online Learning of the College.

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Seven Thousand Nine Hundred Seventy Five Dollars and No Cents. $87,975.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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: Nicholas Hryhorczuk
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Nicholas Hryhorczuk Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

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

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of One Hundred Six Thousand Nine Hundred Fifty Nine Dollars and Thirty Two Cents. $106,959.32 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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.

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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Micheal Kott Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

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

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Sixty Three Thousand One Hundred Ninety Six Dollars and Ninety Two Cents. $63,196.92 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Gabriela Mata Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Assistant Athletic Director of the College.

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Fifty Eight Thousand Three Hundred Forty Eight Dollars and Thirteen Cents. $58,348.13 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Kevin McManaman Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Adult and Career Technical Education.

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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Nine Thousand Two Hundred Forty Seven Dollars and Sixty Two Cents. $89,247.62 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Claudia Mosqueda Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Admissions and Records/Registrar.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Three Thousand Seven Hundred Twenty Two Dollars and No Cents. $83,722.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Courtney O'Brien Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Senior Accountant of the College.

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy Nine Thousand Nine Hundred Thirty Eight Dollars and Fifty Six Cents. $79,938.56 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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]

10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

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

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean for Strategic Initiatives, Adult and CTE.

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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Thousand Three Hundred Forty One Dollars and Eighty Eight Cents. $80,341.88 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

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

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

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

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

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

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

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

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

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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: Rose Charles Michael
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Charles Michael Rose Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Institutional Effectiveness.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Nine Thousand Nine Hundred Forty One Dollars and Fifty Cents. $89,941.50 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Erin Strauts Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Fitness and Nutrition.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Sixty Six Thousand Six Hundred Twenty Five Dollars and No Cents. $66,625.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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.

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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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Christopher Wido Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Dean of Arts and Sciences of the College.

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Ninety Three Thousand One Hundred Fifty Dollars and No Cents. $93,150.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars ($500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars ($500.00) that remains unused at the end of the Fiscal Year shall lapse and will not be available to Employee during any succeeding year of employment. Employee shall also be reimbursed for any other expense that the President of the College, in his or her sole discretion, deems appropriate. Employee shall be reimbursed for the 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

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

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

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

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

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

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

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

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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

9. NOTICE.

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

the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Brandie Windham
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Brandie Windham Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

WHEREAS, the College desires to hire Employee to serve as Lieutenant ("Lieutenant" 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 Lieutenant of the College.

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

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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2023 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Eighty Seven Thousand Nine Hundred Seventy Five Dollars and No Cents. $87,975.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

B. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

C. 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: Rodolfo Flores
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Rodolfo Flores Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

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

WHEREAS, the College desires to hire Employee to serve as Executive Assistant to Provost/Board Clerk ("Executive Assistant to Provost/Board Clerk" or "Administrator") based upon the terms and conditions set forth herein; and

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Executive Assistant to Provost/Board Clerk 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 Provost/Board Clerk as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Assistant to Provost/Board Clerk.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2024 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual base salary of Seventy Seven Thousand Six Hundred Twenty Five Dollars and No Cents. $77,625.00 for Fiscal Year 2023 (July 1, 2022-June 30, 2023) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023. Said amounts shall be paid in equal installments according to the payroll dates in effect for other administrators, with such deductions as may be required by law or Board policies.

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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

G. 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. The College may terminate Employee's employment at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable details of the conduct or event constituting Cause; and (b) give the Employee the opportunity to submit a written rebuttal to the Board within fifteen (15) calendar days, following Employee's receipt of notice of said Cause.

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

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

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

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

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

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

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

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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

9. NOTICE.

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

the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Ana Valdez
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Ana Valdez Date
Employee

MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Director of Human Resources 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 Human Resources as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Human Resources.

C. 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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Three Thousand Five Hundred Dollars and No Cents. $103,500.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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: Murneka Davis
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Murneka Davis Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Campus Operations and Facilities.

C. 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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Twenty Five Thousand Five Hundred Thirty Two Dollars and Fifty Seven Cents. $125,532.57 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Joseph Florio Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Vice President of Institutional Advancement.

C. 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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Thirty Four Thousand Five Hundred Fifty Dollars and No Cents. $134,550.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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.

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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.

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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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.

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

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9. NOTICE.

Any notice, request, demand or other communication, provided for by this Agreement,

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

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

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

If to Employee: Blanca Jara
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Blanca Jara 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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Provost and Executive Vice President.

C. 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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of Two Hundred Twenty Eight Thousand Six Hundred One Dollars and Eighty Four Cents. $228,601.84 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Keith McLaughlin Date
Employee

MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

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

WHEREAS, the College desires to hire Employee to serve as CFO/Treasurer ("CFO/Treasurer" or "Senior Administrator") based upon the terms and conditions set forth herein; and

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the CFO/Treasurer of the College.

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

C. Best Efforts. Employee agrees that at all times s/he will faithfully, efficiently and to the best of his/her abilities and talents perform all of the duties which

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Sixty Five Thousand Seven Hundred Eighty Three Dollars and Seventy Eight Cents. $165,783.78 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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: Mireya Perez
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Mireya Perez Date
Employee

MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and 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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Athletic Director.

C. 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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Four Thousand Nine Hundred Eighty Dollars and Five Cents. $104,980.05 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Jason Nichols Date
Employee

MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

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

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

C. Best Efforts. Employee agrees that at all times s/he will faithfully,

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Forty Five Thousand Eight Hundred Fifty Four Dollars and Five Cents. $145,854.05 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Ruben Ruiz Date
Employee

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 Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Provost and Vice President of Student Services.

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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of One Hundred Forty Four Thousand Nine Hundred Dollars and No Cents. $144,900.00 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Marisol Velazquez Date
Employee

MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Executive Asstistant 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 Asstistant to the President as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustee's ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Asstistant to the President.

C. 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 1st day of July 2022 (the "Commencement Date") and end on 30th day of June 2025 (the "Expiration Date") unless terminated as provided for in Section 6 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

4. RESTRICTIVE COVENANTS.

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

5. REMUNERATION.

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

A. Base Salary. Employee shall receive an annual compensation of Ninety Four Thousand Five Hundred One Dollars and Fifty Eight Cents. $94,501.58 beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2023.

B. 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 FY 2023 to be used towards Employee's professional development. The balance of Employee's professional development expenses from his previous position shall carry over for the remainder of the current Fiscal Year. The expenditure of the above-mentioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the above-mentioned incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

D. 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 2023 Academic Year. All other terms of the College's tuition reimbursement policy for Senior Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

E. 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 1st – June 30th) in which they are earned. Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved, in writing, by your immediate supervisor. Vacation leave more than two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the President. You may carryover a maximum of twenty (20) vacation days. Effective July 1st, if you have more than the maximum allowance, your vacation account will be adjusted to the maximum allowance of twenty (20) carry-over days of vacation (use it or lost it). Vacation leave carry-over will be adjusted at the close of business on June 30th of every year. Newly awarded vacation leave will not be included in the calculation of the maximum allowance during the adjustment; and

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

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

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

H. 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.

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9. NOTICE.

Any notice, request, demand or other communication, provided for by this Agreement,

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

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

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

If to Employee: Maria Sanchez Anderson
[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 ____ day of _____.

Executed:

_____

Stanley S. Fields Ph.D. Date
Morton College

_____

Maria Sanchez Anderson Date
Employee

PROPOSED ACTION: That the Board approve the salary increases for the Classified Staff Excluded employees for Fiscal Year 2023, as submitted

RATIONALE: Annual salary increases for classified staff excluded positions. Salary increases recommended are based on job performance.

COST ANALYSIS:

ATTACHMENT:
Non-Union Comp Classified Excluded FY23 spreadsheet

Person Full Name	Position Class	Employee Current Status	Position Start Date	Position Title	FY22 Salary	FY23 Salary	% increase
Andersen, Michael	CLE	PTST	11/13/2014	Reference Librarian	25.99	26.64	2.5%
Aslam, Anum	CLE	PTST	2/12/2019	Adult Ed Tutor	22.20	22.98	3.5%
Bish, Sandra	CLE	PTST	1/16/2002	Project Administrator - PT	32.36	33.17	2.5%
French, Dustin	CLE	PTST	3/5/2019	Adult Ed Tutor	22.50	23.29	3.5%
Gutierrez, Alexander	CLE	PTST	9/27/2021	Pt Circulation Librarian	23.00	23.81	3.5%
Herena, Thomas	CLE	PTST	11/1/2021	Writing Tutor, Pt	21.00	21.53	2.5%
Li, Jiarong	CLE	PTST	9/4/2018	General Tutor	21.42	21.96	2.5%
Martinez Jr, Salvador	CLE	PTST	11/1/2021	Writing Tutor, Pt	21.00	21.74	3.5%
Martinez, Abigail	CLE	PTST	9/23/2019	Adult Education - Service Aide	18.47	19.12	3.5%
Murillo, Alexis	CLE	PTST	8/22/2018	Admin Asst - Dupl	14.69	15.06	2.5%
Napoletano, Elizabeth	CLE	PTST	9/12/2017	Computer Lab Paraprofessiona	16.56	17.14	3.5%
Quezada, Joel	CLE	PTST	9/17/2019	Computer Lab Parapro	15.84	16.24	2.5%
Recio-Palacio, Emely	CLE	PTST	1/6/2020	Service Aide-Comm/Cont.Ed	13.72	14.06	2.5%
Reyes, Daniel	CLE	PTST	1/6/2020	Lab Specialist	26.28	27.20	3.5%
Rodriguez, Yesel	CLE	PTST	12/6/1999	Service Aide - Duplications	15.48	16.02	3.5%
Soto, Patricia	CLE	PTST	8/8/2018	Adult Education - Service Aide	14.63	15.14	3.5%
Terronez, Paul	CLE	PTST	8/23/2021	Tutor	21.45	22.20	3.5%
Thomas, Paul	CLE	PTST	2/14/2011	Tutor	26.55	27.48	3.5%
Alderman, Teresa	CLE	FTST	1/3/2022	Asst. Nutrition Center Manag	41,000.00	42,025.00	2.5%
Braun, Amanda	CLE	FTST	2/4/2020	Lab Assistant/Tutor - PTA	61,260.00	63,404.10	3.5%
Buongiorno, Mary	CLE	FTST	6/26/2019	Skills Daily Living Prog Cor	64,546.74	66,805.88	3.5%
Cervantes, Isabel	CLE	FTST	11/1/2021	Exec Asst - Dean's Office	50,000.00	51,250.00	2.5%
Chapp, Geanabelle	CLE	FTST	1/18/2022	Coordinator of Clinical Learning	72,000.00	73,800.00	2.5%
Dennis, Jon	CLE	FTST	1/3/2022	Tech Dir/Prod Mngr	50,000.00	51,750.00	3.5%
Feulner, Joseph	CLE	FTST	4/2/2019	Afternoon Sergeant	46,113.47	47,266.31	2.5%
Fuentes, Anayeli	CLE	FTST	6/28/2021	Human Resources Generalist	63,000.00	65,205.00	3.5%
Labno, David	CLE	FTST	1/14/2019	STEM Tutor FT	47,822.18	49,495.96	3.5%
Martin, Joanna	CLE	FTST	8/23/2018	Coordinator of Payroll	62,162.10	64,337.77	3.5%
Nugent, Kathleen	CLE	FTST	1/18/2022	Coordinator of Simulation & Lab	58,000.00	59,450.00	2.5%
Papanikolla, Itri	CLE	FTST	6/15/2020	Retention/Tutor Specialist	62,100.00	64,273.50	3.5%
Rathunde, Christopher	CLE	FTST	5/24/2021	HR Coordinator	63,000.00	65,205.00	3.5%
Raygoza, Liliana	CLE	FTST	8/16/2021	Hr Support Specialist	55,000.00	56,925.00	3.5%
Rosas, Monica	CLE	FTST	3/2/2022	Retention & Transition Speci	66,000.00	67,650.00	2.5%
Steinhaus, Julie	CLE	FTST	4/25/2019	Writing Tutor FT	46,429.07	48,054.09	3.5%
Tinajero, Veronica	CLE	FTST	2/17/2022	Mentorship Program Coordinator	60,000.00	61,500.00	2.5%
Traversa, Michael	CLE	FTST	2/25/2021	Asst. Fitness Center Manag	41,000.00	42,435.00	3.5%
Ulbrich, Scott	CLE	FTST	11/14/2017	System Administrator	84,759.40	87,725.98	3.5%
Vasta, Daniel	CLE	FTST	2/16/2022	Sports Information Director	65,000.00	67,275.00	3.5%
Whitehead, Ricardo	CLE	FTST	2/1/2022	Social Media Manager	43,000.00	43,645.00	1.5%

PROPOSED ACTION: that the board approve the facility use application for AlphaBet Soup Productions Oct 25-28, Dec 6-7, Jan 10-18,2023, April 3-7 , May 3-5, 2023 - 10 am to 1 pm

RATIONALE: *[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes]*
Morton College will support our community partner organizations and provide space for AlphaBet Soup Productions

COST ANALYSIS: No cost to Morton College

ATTACHMENT: facility use application and Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/05/2021

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

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

PRODUCER	CONTACT NAME: Kristie Kowalczyk	
Quantum Insurance Group, Inc 3140 Finley Rd, STE 400F DOWNERS GROVE, IL 60515 License #: 8677362	PHONE (A/C, No, Ext): (630)964-1360	FAX (A/C, No): (630)689-0933
	E-MAIL ADDRESS: kristie@quantumagencies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	
INSURER B : Technology Insurance C.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ALPHABET SOUP PRODUCTIONS
P.O. BOX 85
LOMBARD, IL 60148

COVERAGES **CERTIFICATE NUMBER: 00009873-593425** **REVISION NUMBER: 13**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PHPK2318046	11/01/2021	11/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		TARIL1045199-00	11/01/2021	11/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Workers Comp: Excl: Susan Holm

CERTIFICATE HOLDER

Jedlicka Performing Arts Center
3801 S. Central Avenue
CICERO, IL 60804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(K-K)

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MORTON COLLEGE
CAMPUS FACILITIES RENTAL AND USE PROCEDURE

The purpose of this procedure is to set forth the rules and regulations under which College sponsored and other eligible groups may utilize campus facilities. The Director of Physical Plant in accordance with the provisions of Board of Trustee Policy No. 5.8, shall administer the procedure. Use of Buildings by Organizations and Societies and the rules and regulations set forth herein.

1. The use of campus facilities by College students and for College sponsored activities shall have priority over all other requests for use by outside groups. Because of this priority, many requests for campus facility use, even though desirable, may of necessity be denied or granted on a limited basis.

2. Campus facilities will be made available, subject to the above limitations, to bona fide community groups which are headquartered in or derive the greatest number of their members from within the boundaries of Illinois Community College District No. 527 or other educational or governmental institutions.

3. Use of the campus facilities shall be limited to educational, cultural, and recreational activities.

4. Use of campus facilities shall not be granted which will be injurious to the buildings, grounds, or equipment.

5. Users shall be required to sign a Hold Harmless Agreement prior to using campus facilities. By signing that agreement, users shall consent to save, hold harmless and indemnify the College, Board of Trustees, staff, students, agents and/or associates from all damages, claims, legal fees or any other losses arising from the use of campus facilities.

6. Users shall be required to file a certificate of insurance with the College indicating that the user has secured a fully paid policy of insurance, in an amount deemed adequate to indemnify the College, Board of Trustees, staff, students, agents and/or associates against all liabilities, personal injuries and property damage claims or losses which user may cause or incur as a result of the utilization of campus facilities. In all policies of insurance, the College, Board of Trustees, staff, students, agents and/or associates shall be named as additional insured.

7. The College reserves the right to revoke any authority previously granted for the use of facilities at any time it deems such action is in the best interest of the College without

prior notice to users. No authorization for campus facility use granted hereunder shall be deemed to be a contract or a lease between the College and the user.

8. Fees for the use of campus facilities shall be charged as follows:

   A.) College sponsored activities shall incur no charges.

   B.) Hourly rental fees shall be charged to outside users in accordance with the Rental Fee Schedule which is attached hereto and made a part hereof. Charges shall be based on the actual number of hours of use. They shall include a one-half hour period both prior to and following the scheduled use to allow for opening, closing, and securing of the facility. Rental fees are charged to recover costs of utilities and to pay for normal cleaning and security. Additional fees shall be charged for use of equipment in accordance with the attached Rental Fee Schedule. When, in the judgment of the Director of Physical Plant, additional security, supervisory custodial, or special equipment operators are required, the actual cost of such labor shall be charged to the user. Usually, labor rates for full time personnel shall be one and one-half their normal rate. Holiday utilization of personnel shall be double their normal labor rates. All damages shall be billed at cost to repair or replace.

   C.) Long term regular users, such as other colleges or educational institutions who wish to utilize campus facilities to offer extension courses, may be granted use of the facilities by the President. When such use is granted under this long-term use, facility and equipment rates shall be one-half of the regular fees. All other fees will remain the same.

   D.) Fees associated with facilities usage may be waived by the President of the College for community groups as defined in section 2 which conduct or sponsor activities aimed at improving and/or enhancing the community and/or its citizens. Requests for a waiver of fees must be submitted to the Director of Physical Plant in writing with a rationale for the exemption.

9. Users shall complete a Facility Use Permit Application and submit it to the college no less than forty-five (45) days prior to the date for which the facility is being requested.

10. All users shall adhere to rules listed below. Failure to comply may result in cancellation of Facility Use Permit.

   A.) The presence or use of alcoholic beverages and/or controlled substances on school property is strictly prohibited.

   B.) There shall be no physical attachments to the buildings or grounds without prior permission of the Director of Physical Plant. The use of stakes or

posts pounded, dug, or otherwise inserted into the asphalt or concrete surfaces shall be strictly prohibited.

C.) Smoking is not permitted within the campus. Disposal of the remains of smoking materials on any floor or other surface may result in the cancellation of the immediate use and future requests for campus facility use.

D.) Users serving refreshments during their meeting shall furnish all necessary consumable supplies and shall be responsible for placing all evidence of food, beverages and supplies in appropriate waste containers provided by the College.

E.) Heating controls shall be regulated by College personnel only.

F.) Fire exits and doorways must be kept clear and hallways passable at all times.

G.) Access to any portion of the campus facilities other than those authorized on the permit is prohibited.

H.) An employee of the College must be present within a building at all times during its use.

I.) Keys to any building or any portion of a facility within a building shall not be given to any user.

J.) Continued use of facilities by an organization shall be contingent upon its compliance with all applicable rules and regulations.

K.) Failure to pay rental fees prior to the date of use may result in cancellation of the immediate use and future requests for campus facility use.

L.) All checks for fees shall be made payable to Morton College, 3801 South Central Avenue, Cicero, Illinois 60804. They must be received in the Physical Plant Office no later than one week prior to the date requested.

M.) Users shall provide adequate competent adult supervision of the activity at all times during use of facilities.

N.) College equipment, furniture or materials shall not be rearranged or removed from its normal location without written permission granted when the request for use is approved.

O.) Any piece of equipment that is purchased for the use of the College by outside groups or individuals, becomes the property of the College to ensure the control of the equipment by the administration.

P.) College equipment or equipment purchased for and donated to the College by an outside user shall not be removed from the campus facility.

Q.) Equipment, furniture, or materials belonging to users shall not be brought into the campus facility without prior written permission. Requests for such permission shall be made at the time the Facility Use Permit is applied for.

R.) Equipment, furniture or materials brought onto the premises with permission must be removed from the campus facility when the use is concluded. The items, which may remain, are those that will not interfere with normal college operations, when storage facilities are available. Authorization to store materials or equipment may be revoked at the convenience of the College.

S.) There shall be no solicitation of students or staff members without prior approval.

T.) No literature with respect to any proposed utilization of campus facilities shall be posted or distributed without prior approval.

U.) Any use of pyrotechnics, i.e. smoke, fire, flame, or spark producing devices are strictly prohibited on campus inside and outside of buildings. Use of such devices will only be allowed with the explicit written permission of the Director of Physical Plant, authorized agent from the Town of Cicero's Fire Department, and the State Fire Marshall. Any such uses, if permitted, shall adhere to all local town ordinances and state laws.

11. College owned equipment, furniture, or materials would not be available for off campus use by individuals or organizations. Exceptions may be granted to individuals or organizations approved for use of facilities for a specific event part of which must take place off campus.

MORTON COLLEGE
Facility Use Permit Application

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

Date: Jul 5 2022

Name of Organization: Alphabet Soup Productions

Address: 376 E. St Charles Road, Po Box 85 Lombard, Il 60148
Street City Zip Code

Telephone: 630-932-1555 **Person to Contact:** Chris Bloemke

Date(s) Requested: Oct 25-28, Dec 6-7, Jan 10 -18, April 3 - 7 - UPDATE add May 3-5

Time Requested: From: 9:00 am **To:** 12:00pm

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

Facility Requested: Theatre - Lights and Sound

Purpose of Use: Production of a Play for Children

Expected Attendance: 200

Equipment Requested:

Extent to which refreshments, if any, are to be served: n/a

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

Authorized Signature: Christin J. Bloemke

Organization Title: Office Manager

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

Date

Stan Fields
President

Date

Revised: 9/2017

MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS

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

ORGANIZATION: AlphaBet Soup Productions

ADDRESS: 376 E. St Charles Road, PO Box 85 Lombard, Il 60148

TELEPHONE: 630-932-1555

DATE (S) OF UTILIZATION: **O**ct 25-28, **D**ec 6-7, Jan 10-18, **A**pr 3 - 7 **UPDATE** - **A**dd **M**ay 3-5

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

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

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

Authorized Signature: Christina J Blonde

Organization Title: Office manager

Date:

4/12/00

PROPOSED ACTION: *THAT THE BOARD APPROVE THE FACILTY USE APPLICATION FOR BERWYN DEVELOPMENT CORPORATION TO CONDUCT IRA TRAINING ON FRIDAYS* 8:30AM-5:30PM 10/7/22, 10/14/22, AND 10/21/22.
.

RATIONALE: *[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes]*
Morton College will support our community partner organization and provide space for IRA Training.

COST ANALYSIS: *No cost to Morton College.*

ATTACHMENT: *Facility Use Application*

MORTON COLLEGE
Facility Use Permit Application

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

Date: 8/9/22

Name of Organization: Berwyn Development Carperation

Address: 3322 S. Oak Park Ave Berwyn, IL 60402
Street City Zip Code

Telephone: Date(s) (708) 749-6584 **Person to Contact:** Paola Garibay

Requested: 10/7, 10/14, 10/21

Time Requested: From: 8:30 AM **To:** 5:30 PM (10/7, 10/21)

(Include one-half hour before and one-half hour after scheduled event). 12:30 PM (10/14)

Facility Requested: Room 327C

Purpose of Use: Food manager training for restaurant employees. Berwyn chamber event sponsored by Illinois Restaurant Association

Expected Attendance: 25 max per date

Equipment Requested: 1 seat between examinees, classroom style, table in front for instructor, prosector screen for powerpoint

Extent to which refreshments, if any, are to be served:

water, if possible

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

Authorized Signature: Paola Garibay

Organization Title: Chamber Manager

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

_____ _____ _____ _____
Date

_____ _____ _____ _____
Stan Fields, President — Date

Revised: 9/2017

MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS

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

ORGANIZATION: Berwyn Development Corporation

ADDRESS: 3322 S. Oak Park Ave, Berwyn, IL 60402

TELEPHONE: (708) 749-0584

DATE (S) OF UTILIZATION: 10/7, 10/14, 10/21

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

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

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

Authorized Signature: [signature]

Organization Title: EXECUTIVE DIRECTOR

Date: 8.9.22

4/12/00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2022

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

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

PRODUCER AssuredPartners of Illinois, LLC 4350 Weaver Pkwy Warrenville IL 60555-3925	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 630-355-2077 **FAX (A/C, No):** 630-355-7996 **E-MAIL ADDRESS:** selectcerts.apil@assuredpartners.com
INSURED BERWDEV-01 Berwyn Development Corp. 3322 S. Oak Park Avenue Berwyn IL 60402	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Casualty Insurance Company / 29424 **INSURER B :** Technology Insurance Co. **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 991059331 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	83SBAUP4497	11/15/2021	11/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83SBAUP4497	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			83SBAUP4497	11/15/2021	11/15/2022	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4016356	10/20/2021	10/20/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

Date(s) of Utilization 10/7/22, 10/14/22, 10/21/22
Room 327 C

Primary/Non-Contributory Additional Insured(s) for General Liability: Morton College
Waiver of Subrogation on General Liability applies in favor of the Additional Insureds.
Endorsement form(s) attached.

CERTIFICATE HOLDER

Director of Physical Plant
Morton College
3801 S Central Ave
Cicero IL 60804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

PROPOSED ACTION: *THAT THE BOARD APPROVE THE FACILTY USE APPLICATION FOR REAL ESTATE INSTITUTE 8/27/2022 – 12/18/2022, SATURDAYS AND SUNDAYS 8:00AM-5PM.*

RATIONALE: *[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes]*
Morton College will support our community partner organization and provide space for Real Estate Institute.

COST ANALYSIS: *No cost to Morton College.*

ATTACHMENT: *Facility Use Application*

MORTON COLLEGE
CAMPUS FACILITIES RENTAL AND USE PROCEDURE

The purpose of this procedure is to set forth the rules and regulations under which College sponsored and other eligible groups may utilize campus facilities. The Director of Physical Plant in accordance with the provisions of Board of Trustee Policy No. 5.8, shall administer the procedure. Use of Buildings by Organizations and Societies and the rules and regulations set forth herein.

1. The use of campus facilities by College students and for College sponsored activities shall have priority over all other requests for use by outside groups. Because of this priority, many requests for campus facility use, even though desirable, may of necessity be denied or granted on a limited basis.

2. Campus facilities will be made available, subject to the above limitations, to bona fide community groups which are headquartered in or derive the greatest number of their members from within the boundaries of Illinois Community College District No. 527 or other educational or governmental institutions.

3. Use of the campus facilities shall be limited to educational, cultural, and recreational activities.

4. Use of campus facilities shall not be granted which will be injurious to the buildings, grounds, or equipment.

5. Users shall be required to sign a Hold Harmless Agreement prior to using campus facilities. By signing that agreement, users shall consent to save, hold harmless and indemnify the College, Board of Trustees, staff, students, agents and/or associates from all damages, claims, legal fees or any other losses arising from the use of campus facilities.

6. Users shall be required to file a certificate of insurance with the College indicating that the user has secured a fully paid policy of insurance, in an amount deemed adequate to indemnify the College, Board of Trustees, staff, students, agents and/or associates against all liabilities, personal injuries and property damage claims or losses which user may cause or incur as a result of the utilization of campus facilities. In all policies of insurance, the College, Board of Trustees, staff, students, agents and/or associates shall be named as additional insured.

7. The College reserves the right to revoke any authority previously granted for the use of facilities at any time it deems such action is in the best interest of the College without

prior notice to users. No authorization for campus facility use granted hereunder shall be deemed to be a contract or a lease between the College and the user.

8. Fees for the use of campus facilities shall be charged as follows:

   A.) College sponsored activities shall incur no charges.

   B.) Hourly rental fees shall be charged to outside users in accordance with the Rental Fee Schedule which is attached hereto and made a part hereof. Charges shall be based on the actual number of hours of use. They shall include a one-half hour period both prior to and following the scheduled use to allow for opening, closing, and securing of the facility. Rental fees are charged to recover costs of utilities and to pay for normal cleaning and security. Additional fees shall be charged for use of equipment in accordance with the attached Rental Fee Schedule. When, in the judgment of the Director of Physical Plant, additional security, supervisory custodial, or special equipment operators are required, the actual cost of such labor shall be charged to the user. Usually, labor rates for full time personnel shall be one and one-half their normal rate. Holiday utilization of personnel shall be double their normal labor rates. All damages shall be billed at cost to repair or replace.

   C.) Long term regular users, such as other colleges or educational institutions who wish to utilize campus facilities to offer extension courses, may be granted use of the facilities by the President. When such use is granted under this long-term use, facility and equipment rates shall be one-half of the regular fees. All other fees will remain the same.

   D.) Fees associated with facilities usage may be waived by the President of the College for community groups as defined in section 2 which conduct or sponsor activities aimed at improving and/or enhancing the community and/or its citizens. Requests for a waiver of fees must be submitted to the Director of Physical Plant in writing with a rationale for the exemption.

9. Users shall complete a Facility Use Permit Application and submit it to the college no less than forty-five (45) days prior to the date for which the facility is being requested.

10. All users shall adhere to rules listed below. Failure to comply may result in cancellation of Facility Use Permit.

   A.) The presence or use of alcoholic beverages and/or controlled substances on school property is strictly prohibited.

   B.) There shall be no physical attachments to the buildings or grounds without prior permission of the Director of Physical Plant. The use of stakes or

posts pounded, dug, or otherwise inserted into the asphalt or concrete surfaces shall be strictly prohibited.

C.) Smoking is not permitted within the campus. Disposal of the remains of smoking materials on any floor or other surface may result in the cancellation of the immediate use and future requests for campus facility use.

D.) Users serving refreshments during their meeting shall furnish all necessary consumable supplies and shall be responsible for placing all evidence of food, beverages and supplies in appropriate waste containers provided by the College.

E.) Heating controls shall be regulated by College personnel only.

F.) Fire exits and doorways must be kept clear and hallways passable at all times.

G.) Access to any portion of the campus facilities other than those authorized on the permit is prohibited.

H.) An employee of the College must be present within a building at all times during its use.

I.) Keys to any building or any portion of a facility within a building shall not be given to any user.

J.) Continued use of facilities by an organization shall be contingent upon its compliance with all applicable rules and regulations.

K.) Failure to pay rental fees prior to the date of use may result in cancellation of the immediate use and future requests for campus facility use.

L.) All checks for fees shall be made payable to Morton College, 3801 South Central Avenue, Cicero, Illinois 60804. They must be received in the Physical Plant Office no later than one week prior to the date requested.

M.) Users shall provide adequate competent adult supervision of the activity at all times during use of facilities.

N.) College equipment, furniture or materials shall not be rearranged or removed from its normal location without written permission granted when the request for use is approved.

O.) Any piece of equipment that is purchased for the use of the College by outside groups or individuals, becomes the property of the College to ensure the control of the equipment by the administration.

P.) College equipment or equipment purchased for and donated to the College by an outside user shall not be removed from the campus facility.

Q.) Equipment, furniture, or materials belonging to users shall not be brought into the campus facility without prior written permission. Requests for such permission shall be made at the time the Facility Use Permit is applied for.

R.) Equipment, furniture or materials brought onto the premises with permission must be removed from the campus facility when the use is concluded. The items, which may remain, are those that will not interfere with normal college operations, when storage facilities are available. Authorization to store materials or equipment may be revoked at the convenience of the College.

S.) There shall be no solicitation of students or staff members without prior approval.

T.) No literature with respect to any proposed utilization of campus facilities shall be posted or distributed without prior approval.

U.) Any use of pyrotechnics, i.e. smoke, fire, flame, or spark producing devices are strictly prohibited on campus inside and outside of buildings. Use of such devices will only be allowed with the explicit written permission of the Director of Physical Plant, authorized agent from the Town of Cicero's Fire Department, and the State Fire Marshall. Any such uses, if permitted, shall adhere to all local town ordinances and state laws.

11. College owned equipment, furniture, or materials would not be available for off campus use by individuals or organizations. Exceptions may be granted to individuals or organizations approved for use of facilities for a specific event part of which must take place off campus.

MORTON COLLEGE
Facility Use Permit Application

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

Date: June 30, 2022

Name of Organization: Real Estate Institute

Address: 6203 W. Howard Street, Niles, IL 60714
Street City Zip Code

Telephone: 800-995-1700 **Person to Contact:** Liz Ryan (847-423-5017)

Date(s) Requested: August ~~1~~ 27 - December 18 / Saturday's & Sunday's

Time Requested: From: 8:00 a.m. **To:** 5:00p.m.

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

Facility Requested: 3801 South Central Avenue, 106C

Purpose of Use: Instruct Illinois Real Estate Pre-License Courses

Expected Attendance: 50 Students

Equipment Requested: Audio & Visual Equipment

Extent to which refreshments, if any, are to be served: N/A

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

Authorized Signature: Elizabeth Ryan

Organization Title: Real Estate Institute / Events Manager

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

Date

Stan Fields
President

Date

Revised: 9/2017

MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS

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

ORGANIZATION: Professional License Education Company LLC dba Real Estate Institute

ADDRESS: 6203 W. Howard Street, Niles, IL 60714

TELEPHONE: 800-995-1700

DATE (S) OF UTILIZATION:

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

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

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

Authorized Signature: Elizabeth Ryan

Organization Title: Real Estate Institute / Events Manager

Date: 6/30/2022

4/12/00

Morton College Rental Fees

***Minimum charge of $10.00 an hour for administrative and processing costs will apply to ALL groups In addition to the following fee schedule.**

AREA/SPACE	CAPACITY	HOURLY RATE		HOURLY RATE
		For-Profit		Non-Profit
CLASSROOM	15-30	$15.00		$11.25
CONFERENCE ROOM	12	$12.00		$9.00
LARGE LECTURE HALL	125	$35.00		$26.25
SMALL LECTURE HALL	75	$35.00		$26.95
CAFETERIA	300	$100.00	1ST HR	$75.00
		$40.00	thereafter	$30.00
GYMNASIUM	500-1000	$100.00	1ST HR	$75.00
		$35.00	thereafter	$30.00
UPPER GYMNASIUM	350	$100.00	1ST HR	$75.00
		$50.00	thereafter	$30.50
CORRIDOR/LOBBIES		$25.00		$18.75
OUTDOOR STAGE AREA	400	$50.00		$37.50
ATHLETIC FIELD		$25.00	PER DAY	$18.75
PARKING LOT	750	Cost to be arranged		
EQUIPTMENT USE	NOTE: Hourly RATE/DAILY			HOURLY RATE
	For-Profit			Non-Profit
Piano		$50.00		$35.00
Overhead Projector	+Operators Cost	$25.00		$15.00
Microphone	+Operators Cost	$15.00		$10.00
TV/DVD	+Operators Cost	$40.00		$35.00
Folding Chair	Use/Set-up	.75		.50
Stage Lighting Controls	+Operators Cost	$50.00		$35.00
Scoreboard Gymnasium	+Operators Cost	$50.00		$35.00

Folding Table	**Use/Set-up**	**$10.00**	**$5.00**
Other AV Equipment	**Cost to be arranged**		

An Additional CHARGE will be applied for any college CUSTODIAL/CAMPUS POLICE related costs. A discount may be applicable for reuse.

Theatre Rental	**$1000.00 per day (weekends)**
(340 person capacity).	**$800.00 per day (week days)**

This fee does not include lights/sound and extra staff.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2021

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

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

PRODUCER	CONTACT NAME: Kim Broussard	
Broussard and Associates, Inc. 5339 Main Street Spring Hill TN 37174	PHONE (A/C, No, Ext): (615) 417-3567	FAX (A/C, No): (615) 528-9427
	E-MAIL ADDRESS: kim@brouagent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CITIZENS INS CO OF AMER	31534
INSURED Professional License Education Company LLC 6203 W Howard St Niles IL 60714	INSURER B : HANOVER AMER INS CO	36064
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		OB5H503309	02/20/2021	02/20/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			OB5H503309	02/20/2021	02/20/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WZ5H503074	02/20/2021	02/20/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Those usual to the Insured's Operations. Morton College, board of trustees, staff, agents, students and agents and/or associates are additional insured per the Business Liability Coverage Form 391-1006 08 16.

CERTIFICATE HOLDER

Morton College
3801 S Central Ave

Cicero IL 60804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Morton College
Job Description

Job Title:	Administrative Assistant (Part-Time ~~&~~ Evenings)
Range:	Classified Excluded
Grant-Funded:	NA
Reports to and Evaluated by:	~~Coordinator of Duplication Center~~CIO
Required Qualifications:	The candidate must have a High School Degree or GED. The candidate must have one year of general office experience, with good grammar and spelling skills. The candidate must have above average word processing and data entry skills in MS Office. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.
Desirable Qualifications:	Excellent communication and interpersonal skills and ability to communicate in English and Spanish. Experience working in educational setting. Be well organized, detail-oriented, self-motivated and be able to work independently with little or no supervision. Demonstrate good judgment and the ability to work well with others in a multicultural environment.
Job Summary:	~~The Administrative Assistant will perform general office duties, with little supervision, and provide administrative assistance in the assigned office. The duties and responsibilities may change as the need of the college arises.~~Operate and maintain high volume Konica and finishing equipment; learn and apply the rules and policies of the Duplication Department; learn new procedures and the operation of new equipment quickly; work independently with a minimum of supervision; follow and give oral and written instructions; maintain effective working relationships; interact with the public in a helpful, courteous, and friendly manner. demonstrate sensitivity to, and respect for, a diverse population.
Essential Job Functions	~~• Complete (or assist in completing) routine word processing and typing tasks.~~ ~~• Complete routine and simple date entry.~~ • Oversees production of and billing for materials at the Copy Center.

- Screens material to ensure compliance with applicable copyright laws and informs faculty and staff of any copyright issues
- Operates high volume Konica equipment; serves as Key Operator, identifies equipment problems.
- Orders and maintains inventory of supplies.
- Maintain all documents, files and records in the office.
- ~~Perform general receptionist duties including answering telephone and taking messages.~~
- Provide customer services to students, faculty, or staff in the office.
- ~~Handle administrative duties including sorting, copying, mailing, faxing and related general office responsibilities.~~

Other Duties:

- Perform other job related duties as assigned by the supervisor or administrator.

Work Environment:

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

Physical Demands:

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

Position Unit:

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

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

Employee_____ Date_____

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE PERLA SANTOYO AS THE NEW SPECIAL EVENTS AND PROGRAM MANAGER WITH AN EFFECTIVE START DATE OF AUGUST 28, 2022

RATIONALE	To be responsible for managing, cultivating, and enhancing Morton College's image through the execution of events and programs across campus for the college community.
COST ANALYSIS:	$50,000 salary

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE ERIKA ALONSO AS A NEW DATA SUPPORT SPECIALIST FOR THE ADULT & CAREER TECHNICAL EDUCATION DEPARTMENT WITH AN EFFECTIVE START DATE OF 9/13/2022

RATIONALE	**THE DATA SUPPORT SPECIALIST POSITION WAS RECENTLY VACATED. ERIKA ALONSO POSSESSES THE SKILLS AND EXPERIENCE TO TAKE ON THE JOB DUTIES THIS POSITION ENTAILS. THE POSITION IS CRITICAL TO CONTINUE TO MOVE THE DEPARTMENT FORWARD.**
COST ANALYSIS:	**$48,219.17**

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE JIENICA SAMONTE AS A NEW GRANT ACCOUNTANT FOR THE BUSINESS OFFICE WITH AN EFFECTIVE START DATE OF 8/29/2022.

RATIONALE **To fill vacant Grant Accountant position. This was a hard to fill position. We need a Grant Accountant to oversee all College grants, as we are seeing an increase in the number of grants the College is being awarded.**

COST ANALYSIS: **$62,000**

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE CAROLYN MARKEL AS A NEW FULL-TIME FACULTY MEMBER FOR THE ADULT EDUCATION DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE	MS. MARKEL IS A STRONG INTERNAL CANDIDATE WHO SURPASSES THE MINIMUM QUALIFICATIONS FOR THIS POSITION.
COST ANALYSIS:	STARTING SALARY: $56,784.00

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE BETZY MARQUEZ AS A NEW STUDENT AIDE FOR THE INSTITUTIONAL ADVANCEMENT DEPARTMENTWITH AN EFFECTIVE START DATE OF AUGUST 25, 2022.

RATIONALE	**TO SUPPORT THE INSTITUTIONAL ADVANCEMENT EFFORTS IN COMMUITY OUTREACH, SOCIAL MEDIA ENGAGEMENTS, SPIRIT STORE AND ADDITIONAL DUTIES AS ASSIGNED.**
COST ANALYSIS:	$12 HOURLY

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE MARISOL HERNANDEZ AS A NEW STUDENT AIDE FOR THE INSTITUTIONAL ADVANCEMENT DEPARTMENTWITH AN EFFECTIVE START DATE OF AUGUST 25, 2022.

RATIONALE	**TO SUPPORT THE INSTITUTIONAL ADVANCEMENT EFFORTS IN COMMUITY OUTREACH, SOCIAL MEDIA ENGAGEMENTS, SPIRIT STORE AND ADDITIONAL DUTIES AS ASSIGNED.**
COST ANALYSIS:	$12 HOURLY

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE Alyssa Jeanbaptiste AS A NEW Fitness Center Student Aide FOR THE Fitness Center WITH AN EFFECTIVE START DATE OF 8/12/2022

RATIONALE **To replace graduating student aides**

COST ANALYSIS: **$12/hour**

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE Lizbeth Herrera AS A NEW Fitness Center Student Aide FOR THE Fitness Center WITH AN EFFECTIVE START DATE OF 8/12/2022

RATIONALE **To replace graduating student aides**

COST ANALYSIS: **$12/hour**

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE Gianine Boado AS A NEW Fitness center Student Aide FOR THE Fitness Center WITH AN EFFECTIVE START DATE OF 8/12/2022

RATIONALE **To replace graduating student aides**

COST ANALYSIS: $12/hour

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE Lissete Diaz AS A NEW PT Cashier FOR THE Cashier's Office WITH AN EFFECTIVE START DATE OF 8/24/2022

RATIONALE **To fill vacant position for evening hours**

COST ANALYSIS: **$20.41/hour**

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES JOHN KISER AS A NEW ADJUNCT FACULTY- IN THE PHYSICAL EDUCATION WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE PHYSICAL EDUCATION DEPARTMENT.

COST ANALYSIS: $940.71 PER CREDIT HOUR BASED ON THE ADJUNCT FACULTY UNION CONTRACT.

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE LAUREN PEARSON AS NEW ADJUNCT FACULTY - CHEMISTRY WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN CHEMISTRY.

COST ANALYSIS: $940.71 PER CREDIT HOUR BASED ON THE ADJUNCT FACULTY UNION CONTRACT,

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES LINCOLN PINTO AS A NEW ADJUNCT FACULTY- IN THE BUSINESS DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE BUSINESS DEPARTMENT.

COST ANALYSIS: $940.71 PER CREDIT HOUR BASED ON THE ADJUNCT FACULTY UNION CONTRACT.

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES NORAH OWENS AS A NEW ADJUNCT FACULTY- IN THE PSYCHOLOGY DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE PSYCHOLOGY DEPARTMENT.

COST ANALYSIS: $988.33 PER CREDIT HOUR BASED ON THE ADJUNCT FACULTY UNION CONTRACT.

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES RICHARD NIEZGODA AS A NEW ADJUNCT FACULTY- IN THE BIOLOGY DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE BIOLOGY DEPARTMENT.

COST ANALYSIS: $988.33 PER CREDIT HOUR BASED ON THE ADJUNCT FACULTY UNION CONTRACT.

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES ZACHARY STELMACH AS A NEW ADJUNCT FACULTY- IN THE BIOLOGY DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 18, 2022.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE BIOLOGY DEPARTMENT.

COST ANALYSIS: $988.33 PER CREDIT HOUR BASED ON THE ADJUNCT FACULTY UNION CONTRACT.

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE Jaeda Mort AS A NEW Theater Adjunct Instructor FOR THE Humanities Department WITH AN EFFECTIVE START DATE OF September 6th, 2022.

RATIONALE. In an effort to revitalize the theater department, we are offering theater classes that haven't been offered in years. Jaeda Mort will be teaching Introduction to Theatre and Fundamentals of Acting as well as collaborating with the JPAC theater.

COST ANALYSIS: 940.71 per ECH

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE FRANK MARCELLO AS A NEW ADJUNCT INSTRUCTOR FOR THE ADULT & CAREER TECHNICAL EDUCATION DEPARTMENT – BUSINESS PROGRAM WITH AN EFFECTIVE START DATE OF 8/24/2022

RATIONALE	**THE BUSINESS DEPARTMENT RECENLTY HAD A RETIREE AND THERE IS A DEMAND FOR CLASS(ES) THAT WERE ONCE ASSIGNED TO PAST ADJUNCT FACULTY**
COST ANALYSIS:	$988.33

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE George Martinez AS A NEW Fitness Center Specialist FOR THE Fitness Center WITH AN EFFECTIVE START DATE OF 9/1/2022

RATIONALE	**To provide sufficient coverage in our Fitness and Nutrition Centers as we expand our hours of operation**
COST ANALYSIS:	$16.63/hour

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE PETER COCCARO AS A NEW ADJUNCT INSTRUCTOR FOR THE ADULT & CAREER TECHNICAL EDUCATION DEPARTMENT – AUTOMOTIVE TECHNOLOGY WITH AN EFFECTIVE START DATE OF 8/23/2022

RATIONALE	**THE AUTOMOTIVE TECHNOLOGY DEPARTMENT HAS A CURRENT ADJUNCT THAT HAS TAKE A SHORT LEAVE. COURSES NEED TO FILLED FOR THE DEPARTMENT. MR COCCARO HAS 20+ YEARS OF EXPERIENCE IN THE FIEDL AND WOULD BE AN ASSET TO THE DEPARTMENT.**
COST ANALYSIS:	**$901.50/ECH**

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD HIRE JAZMINE S. JIMENEZ AS A PEER TUTOR WITH A START DATE OF SEPTEMBER 6, 2022.

RATIONALE: JAZMINE S. JIMENEZ POSSESSES ALL THE QUALIFICATIONS OF A PEER TUTOR. THE POSITION WILL BE FUNDED BY THE MC SUCCESS GRANT

COST ANALYSIS: Rate of $12 per hour

ATTACHMENTS: N/A