



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527, COOK
COUNTY, ILLINOIS

Agenda for the Special Meeting
Thursday, August 11, 2022, 11:00 a.m.

Agenda for the Special Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 a.m. on Thursday, August 11, 2022, in the Morton College Innovation Room 221B, 3801 S. Central Avenue, Cicero, IL 60804.

1. Call to Order
2. Pledge of Allegiance
3. New Business
 - 3.1. The Board exercising its rights under Section 6.5 of President Dr. Stanley Fields' 2021-2025 employment agreement.
4. Adjournment

CALL FOR AUGUST 11, 2022, SPECIAL BOARD MEETING

Pursuant to Morton Community College Board Policy No. 1.6.3., the undersigned Trustees hereby call a special Board meeting to be held on Thursday, August 11, 2022, at 11:00 a.m., in the Morton Community College Innovation Room 221B, 3801 S. Central Ave., Cicero, IL 60804, for the purpose of exercising its rights under Section 6.5 of President Dr. Stanley Fields' July 1, 2021, through June 30, 2025, employment agreement.

By: Francis Reitz
Francis Reitz, Board Chair

Date: 8-8-2022

By: [Signature]
Charles Hernandez, Trustee

Date: AUG. 08 / 2022

By: Susan Banks
Susan Banks, Trustee

Date: Aug. 8. 2022

By: Susan K. Grazzini
Susan K. Grazzini, Trustee

Date: 8-8-2022

A RESOLUTION EXERCISING THE BOARD'S AUTHORITY UNDER SECTION 6.5 OF PRESIDENT DR. STANLEY FIELDS' 2021-2025 EMPLOYMENT AGREEMENT, AS MODIFIED TO COMPLY WITH THE ILLINOIS GOVERNMENT SEVERANCE PAY ACT (5 ILCS 415/1 ET SEQ.)

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

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

WHEREAS, Morton's Board of Trustees ("Board") and Dr. Stanley Fields ("Fields") are parties to a July 1, 2021, through June 30, 2025, employment agreement pursuant to which Fields is employed as Morton's President ("Employment Agreement"); and

WHEREAS, Section 6.5 of the Employment Agreement states, in relevant part: "The Board may terminate this Agreement at any time for any reason upon forty-eight (48) hours written notice to Fields. In the event of such termination, Fields shall be paid at the same salary and with the same normal benefits for work performed until the date of early termination. Thereafter, Fields will receive a lump sum buyout payment in an amount equal to one (1) year of salary at the current rate of pay If the Agreement is terminated pursuant to this Section 6.5, then neither Party will acknowledge fault of any kind"; and

WHEREAS, the effective date of the Employment Agreement is August 25, 2021; and

WHEREAS, unbeknownst to either the Board or Fields at the time they executed the Employment Agreement, on August 13, 2021, the Illinois General Assembly enacted the Illinois Government Severance Pay Act ("Act"), 5 ILCS 415/1 *et seq.*, which provides that if a community college enters into an employment agreement with an officer (such as Fields) that contains a provision for severance pay, that severance pay may not exceed an amount greater than twenty

(20) weeks of compensation; and

WHEREAS, Section 10.3 of the Employment Agreement provides: “The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof”; and

WHEARAS, the Act legally invalidates the portion of Section 6.5 of the Employment Agreement that provides for a lump sum payout of one (1) year’s salary upon Fields’ no-fault termination; and

WHEREAS, Section 10.3 of the Employment Agreement authorizes the Board to sever the invalidated portions of Section 6.5 and replace it with the statutory maximum of “twenty (20) weeks of compensation”, and the Board wishes to do so; and

WHEREAS, the Board believes it is in the best interest of Morton for the Board to exercise its authority under Section 6.5 of the Employment Agreement (as modified by the Act) to sever Fields’ employment as Morton’s President.

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

Section 1. Incorporation of Preambles.

The Board hereby finds that all 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 exercise the Board’s authority under Section 6.5 of the Employment Agreement, as modified by the Act, to terminate Fields’ employment as Morton’s President.

Section 3. Action; Authorization.

The Board hereby exercises its authority under Section 6.5 of the Employment Agreement, as modified by the Act, to terminate Fields' employment as Morton's President, and authorizes its Attorney to serve Fields with the required forty-eight (48) hours advanced notice of termination in the form substantially similar to **Exhibit A** attached hereto. The Board further authorizes its Attorney to execute any and all additional documentation that may be necessary to carry out the intent 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 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.

[INTENTIONALLY BLANK]

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 Special Meeting of the Board of Trustees held this 11th 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
