

PROPOSED ACTION: That the Board approve the salary increases for the Classified Staff Excluded employees for Fiscal Year 2024, 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 FY24 spreadsheet

Person Full Name	Employee Status	Position Start Date	Position Title	FY24 Salary
Andersen, Michael	PTST	11/13/2014	Reference Librarian	\$ 27.17
Aslam, Anum	PTST	2/12/2019	Adult Ed Tutor	\$ 23.67
French, Dustin	PTST	3/5/2019	Adult Ed Tutor	\$ 23.99
Gutierrez, Alexander	PTST	9/27/2021	Pt Circulation Librarian	\$ 24.28
Herena, Thomas	PTST	11/1/2021	Writing Tutor, Pt	\$ 21.96
Jenkins, Anthony	PTST	3/24/2022	Biology Tutor, Pt	\$ 21.42
Li, Jiarong	PTST	9/4/2018	General Tutor	\$ 22.39
Martinez Jr, Salvador	PTST	11/1/2021	Writing Tutor, Pt	\$ 22.17
Martinez, Abigail	PTST	9/23/2019	Adult Education - Service Aide	\$ 15.15
Napoletano, Elizabeth	PTST	9/12/2017	Computer Lab Paraprofessiona	\$ 17.48
Pinto, Lincoln	PTST	10/3/2022	PT Tutor	\$ 21.42
Reasner, Jenna	PTST	1/16/2023	Writing Tutor, PT	\$ 21.00
Recio-Palacio, Emely	PTST	1/6/2020	Service Aide-Comm/Cont.Ed	\$ 14.56
Reyes, Daniel	PTST	1/6/2020	Lab Specialist	\$ 28.15
Rodriguez, Yesel	PTST	12/6/1999	Service Aide - Duplications	\$ 16.58
Stricker, Sarah	PTST	2/6/2023	Early Childhood Support Specialist	\$ 22.00
Tamez, Amelia	PTST	5/4/2022	Acad Dean's Ofc Sup Spec II	\$ 21.63
Terronez, Paul	PTST	8/23/2021	Tutor	\$ 22.87
Thomas, Paul	PTST	2/14/2011	Tutor	\$ 28.03
Valdez, Katie	PTST	1/30/2023	Service Aide - AECPO	\$ 14.23
Velazquez, Vivian	PTST	1/3/2023	Admin Asst - Dupl	\$ 15.67
Alderman, Teresa	FTST	1/3/2022	Asst. Nutrition Center Manag	\$ 43,496.00
Angevine, Rebecca	FTST	10/31/2022	Project Care and Adult Educati	\$ 55,736.00
Booker, Rasaan	FTST	2/28/2023	College Bridge Program Manager	\$ 48,000.00
Buongiorno, Mary	FTST	6/26/2019	Skills Daily Living Prog Cor	\$ 69,145.00
Cervantes, Isabel	FTST	11/1/2021	Exec Asst - Dean's Office	\$ 52,275.00
Chapp, Geanabelle	FTST	1/18/2022	Coordinator of Clinical Learning	\$ 76,014.00
Chavez, Raul	FTST	2/6/2023	Network & Computer Systems Analyst	\$ 82,000.00
Dennis, Jon	FTST	1/3/2022	Tech Dir/Prod Mngr	\$ 53,303.00
Feulner, Joseph	FTST	4/2/2019	Afternoon Sergeant	\$ 53,047.00
Fuentes, Anayeli	FTST	6/28/2021	Human Resources Generalist	\$ 69,900.00
Labno, David	FTST	1/14/2019	STEM Tutor FT	\$ 50,486.00
Martin, Joanna	FTST	8/23/2018	Coordinator of Payroll	\$ 66,590.00
Martinez, Clara	FTST	5/9/2022	Nursing Lab Supp Asst	\$ 66,950.00
Monaco, Jason	FTST	5/26/2022	Lab Assistant/Tutor PTA	\$ 66,240.00
Raygoza, Liliana	FTST	8/16/2021	Hr Support Specialist	\$ 58,917.00
Reyna, Grissell	FTST	2/27/2023	Human Resources Benefits	\$ 65,000.00
Rosas, Monica	FTST	3/2/2022	Retention & Transition Speci	\$ 70,018.00
Santoyo, Perla	FTST	8/29/2022	Special Events & Programs Manager	\$ 51,750.00
Steinhaus, Julie	FTST	4/25/2019	Writing Tutor FT	\$ 49,496.00
Traversa, Michael	FTST	2/25/2021	Asst. Fitness Center Manag	\$ 43,709.00
Ulbrich, Scott	FTST	11/14/2017	System Administrator	\$ 90,797.00

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

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

WHEREAS, the College desires to hire Employee to serve as Chief of Campus Police 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 Chief of Campus Police.

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

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

3. TERM.

The term of Employee's employment shall commence on the 7th of August 2023 (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 and Fifteen Thousand & 00/100 Dollars (\$115,000) for Fiscal Year 2023 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: Thomas E. Hoffman



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.

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 August 2023.

Executed:

Ph.D. Date Keith McLaughlin ,
Morton College

Thomas E. Hoffman Date
Employee

JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Marisol Campos Garcia, 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 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.

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 2023 (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 Thousand & 00/100 Dollars (\$70,000) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: Marisol Campos Garcia


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.

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 August 2023.

Executed:

Keith McLaughlin , Ph.D.
Morton College

Date

Marisol Campos Garcia
Employee

Date

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Three Thousand Dollars and No Cents (\$103,000.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Lauren Caruso Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 Trustees ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Dean of Adult, 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 2023 (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 Twenty Thousand Four Hundred Ninety Dollars and No Cents (\$120,490.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D.
Morton College

Date

Laurie Cashman
Employee

Date

JOB DESCRIPTION

[See Attached]

**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.

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

Community and Continuing Education.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2023 (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 Twenty Seven Dollars and No Cents (\$80,327.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Irina Cline Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Four Thousand Six Hundred Twenty Nine Dollars and No Cents (\$94,629.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Carissa Davis Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Four Thousand Six Hundred Twenty Three Dollars and Fifty Cents (\$74,623.50) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: Michelle Herrera


10. MISCELLANEOUS.

A. Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement

System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

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

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

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

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

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

G. Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he

had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

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

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

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Michelle Herrera Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Thousand Six Hundred Fifteen Dollars and No Cents (\$90,615.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

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College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 Dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, the College will not provide the Employee with any "communication devices."

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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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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.

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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: Nicholas Hryhorczuk


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Nicholas Hryhorczuk Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 One Hundred Sixty Nine Dollars and No Cents (\$110,169.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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.

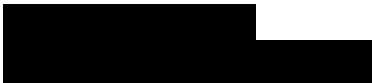
Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Micheal Kott Date
Employee

JOB DESCRIPTION

[See Attached]

**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 College Community Experience ("Director of College Community Experience" 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 College Community Experience.

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

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 2023 (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 Five Thousand One Dollars and No Cents (\$85,001.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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
Gabriela Mata

If to Employee: 

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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Gabriela Mata Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Thousand Ninety Nine Dollars and No Cents (\$60,099.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Kevin McManaman Date
Employee

JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Claudia Mosquesda, 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.

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

capacity as the Associate Dean of Adult and Career Technical Education.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2023 (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 Nine Hundred Twenty Six Dollars and No Cents (\$91,926.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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 Mosquesda


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Claudia Mosquesda Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2023 (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 Six Thousand Six Hundred Fifty Three Dollars and No Cents (\$86,653.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

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E. 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 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.

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College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 Dollars (\$100.00) per month to reimburse the Employee for using their own "communication devices" (e.g., laptop, cell phone, iPad, etc.) to perform their job duties. As a result, the College will not provide the Employee with any "communication devices."

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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 without cause or, if not terminated for any of the above-enumerated reasons, it shall terminate on the Expiration Date, as described above.

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

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Courtney O'Brien Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Thousand Seven Hundred Thirty Dollars and No Cents (\$90,730.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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.

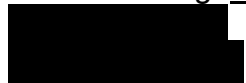
9. NOTICE.

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



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.

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 August 2023.

Executed:

_____ Keith McLaughlin, Ph.D. Morton College	_____ Date
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_____ Suzanna Raigoza Employee	_____ Date
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JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and C. 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.

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

capacity as the Associate Dean for Strategic Initiatives, Adult and CTE.

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2023 (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 One Hundred Fifty Four Dollars and No Cents (\$83,154.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: C. Michael Rose


10. MISCELLANEOUS.

A. Acknowledgement and Indemnification. Employee acknowledges that s/he has not retired under the Illinois State Universities Retirement

System. In the event the Illinois State Universities Retirement System assesses a penalty and/or a fine against The College and/or Employee due to the amount/structure of Employee's compensation package, Employee shall indemnify and hold the College harmless for said event(s) and assume responsibility for the penalty and/or fine.

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

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

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

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

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

G. Right to Counsel. Employee acknowledges that s/he was informed that s/he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, Employee acknowledges that s/he

had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

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

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

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

C. Michael Rose Date
Employee

JOB DESCRIPTION

[See Attached]

**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.

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 2023 (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 Eight Thousand Nine Hundred Fifty Seven Dollars and No Cents (\$68,957.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D.	Date
Morton College	

Christopher Wido	Date
Employee	

JOB DESCRIPTION

[See Attached]

**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 & Director of Guided Pathways ("Dean of Arts and Sciences & Director of Guided Pathways" 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 & Director of Guided Pathways.

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 & Director of Guided Pathways as set forth in the Position Description (attached hereto) and as governed by the Morton College Board of Trustees ("Board") Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her

capacity as the Dean of Arts and Sciences & Director of Guided Pathways.

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 2023 (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 Eleven Thousand Seven Hundred Eighty Dollars and No Cents (\$111,780.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D.
Morton College

Date

Brandie Windham
Employee

Date

JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Adam Bradley, 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 Director of Facilities and Operations ("Assistant Director of Facilities and Operations" 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 Director of Facilities and Operations.

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

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 2023 (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 Dollars and No Cents (\$80,000.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: Adam Bradley


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Adam Bradley Date
Employee

JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Guillermo Gasca, 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 Director of Library ("Associate Director of Library" 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 Director of Library.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Director of Library 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 Director of Library.

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 2023 (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 Dollars and No Cents (\$72,000.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: Guillermo Gasca
 

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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D.
Morton College

Date

Guillermo Gasca
Employee

Date

JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Director of ACTE Grants and Compliance.

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

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

3. TERM.

The term of Employee's employment shall commence on the 1st day of July 2023 (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 Five Thousand Dollars and No Cents (\$65,000.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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: Wesley Gathings


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Wesley Gathings Date
Employee

JOB DESCRIPTION

[See Attached]

**MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and Cara Bonick, 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 Physical Therapist Assistant Program ("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 Director of Physical Therapist Assistant Program.

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

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 2023 (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 Five Thousand Dollars and No Cents (\$95,000.00) for Fiscal Year 2024 (July 1, 2023-June 30, 2024) which amount shall be prorated if Employee's employment ends, for whatever reason, prior to June 30, 2024. 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 & 00/100 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 & 00/100 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. 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.

D. 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.

E. 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 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.

F. Communication Devices.

College agrees to pay Employee as part of his/her gross compensation, the sum of One Hundred & 00/100 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 without cause or, if not terminated for any of the above-enumerated reasons, it 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 done or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;

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

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

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

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

f. A violation of a College rule.

Before the Board may terminate Employee for Cause, the Board must give written notice to Employee providing him/her with reasonable details of the conduct or event constituting 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.

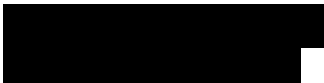
Employee agrees not to disclose or divulge any Confidential Information to any other person or entity, except during Employee's employment with the College when required due to the nature of Employee's duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include 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: Cara Bonick


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.

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 August 2023.

Executed:

Keith McLaughlin, Ph.D. Date
Morton College

Cara Bonick Date
Employee

JOB DESCRIPTION

[See Attached]

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 Executive Director of Human Resources ("Executive 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 Executive Director of Human Resources.

B. Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive 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 Twenty Thousand Dollars and No Cents (\$120,000.00) beginning on the Commencement Date. The annual salary shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law or Board policies. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time 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


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 FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Murneka Davis Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

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

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 Nine Thousand Nine Hundred Twenty Seven Dollars and No Cents (\$129,927.00) 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, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 (30) days' written notice to the non-terminating Party. In the event the College terminates Employee's Agreement pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time remaining on the Agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community

College Act or by other applicable law or regulation. For purposes of this Paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein. If the agreement is terminated pursuant to this Section 6.D, then neither Party will acknowledge fault of any kind.

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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


9. NOTICE.

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

sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Joseph Florio


10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Joseph Florio Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and 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.

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

C. Best Efforts. Employee agrees that at all times s/he will faithfully,

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

3. TERM.

The term of Employee's employment shall commence on the 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 Thirty Six Thousand Six Hundred Three Dollars and No Cents (\$236,603.00) 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, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time remaining on the Agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community

College Act or by other applicable law or regulation. For purposes of this Paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein. If the agreement is terminated pursuant to this Section 6.D, then neither Party will acknowledge fault of any kind.

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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

9. NOTICE.

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

sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Keith McLaughlin


10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Keith McLaughlin Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

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

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

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

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

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

1. INCORPORATION OF PREAMBLES.

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

2. EMPLOYMENT.

A. Position. Employee shall be employed as the Athletic Director.

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 Eight Thousand Six Hundred Fifty Five Dollars and No Cents (\$108,655.00) 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, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time remaining on the Agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community

College Act or by other applicable law or regulation. For purposes of this Paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein. If the agreement is terminated pursuant to this Section 6.D, then neither Party will acknowledge fault of any kind.

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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

9. NOTICE.

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

sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Jason Nichols


10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Jason Nichols Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and 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.

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 Seventy One Thousand Five Hundred Eighty Seven Dollars and No Cents (\$171,587.00) 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, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 (30) days' written notice to the non-terminating Party. In the event the College terminates Employee's Agreement pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time 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.

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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: Mireya Perez


10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Mireya Perez Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and 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.

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

C. Best Efforts. Employee agrees that at all times s/he will faithfully,

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

3. TERM.

The term of Employee's employment shall commence on the 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 Fifty Thousand Nine Hundred Fifty Nine Dollars and No Cents (\$150,959.00) 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, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 (30) days' written notice to the non-terminating Party. In the event the College terminates Employee's Agreement pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time remaining on the Agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community

College Act or by other applicable law or regulation. For purposes of this Paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein. If the agreement is terminated pursuant to this Section 6.D, then neither Party will acknowledge fault of any kind.

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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


9. NOTICE.

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

sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Ruben Ruiz


10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Ruben Ruiz Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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MORTON COLLEGE
SENIOR ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the Morton Community College District #527 ("College"), and 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.

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

C. Best Efforts. Employee agrees that at all times s/he will faithfully,

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

3. TERM.

The term of Employee's employment shall commence on the 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 Nine Thousand Nine Hundred Seventy Two Dollars and No Cents (\$149,972.00) 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, 2024.

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 & 00/100 Dollars (\$500.00) per Fiscal Year, to begin in the FY 2024 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. 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 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.

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 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.

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 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:
 - (1) Conduct done 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;
 - (2) 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;
 - (3) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and

substantial disregard of the College's interests or of Employee's duties and obligations to the College;

(4) 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;

(5) 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

(6) A violation of a College rule.

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 pursuant to this Paragraph 6.D., Employee shall be paid at the same salary and with the same normal benefits for work performed until the effective date of the early termination. Employee will receive a lump sum buyout payment pursuant to the scale set forth in the attached **Exhibit A** at the current rate of pay or, in the event that there is less than the applicable buyout length of pay time remaining on the Agreement, the salary for the remaining period, plus benefits, or any lesser limitation provided by any amendment to Section 3-65 of the Illinois Community

College Act or by other applicable law or regulation. For purposes of this Paragraph only, the term "salary" shall include only Base Salary plus accrued and unused vacation days. For purposes of this paragraph only, the term "benefits" shall include continuation of all health insurance coverage and life insurance as set forth herein. If the agreement is terminated pursuant to this Section 6.D, then neither Party will acknowledge fault of any kind.

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

7. RETURN OF THE COLLEGE'S PROPERTY.

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

8. CONFIDENTIALITY.

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

9. NOTICE.

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

sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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

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

If to Employee: Marisol Velazquez


10. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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:

Keith McLaughlin, Ph.D. Date
Morton College

Marisol Velazquez Date
Employee

EXHIBIT A

Paragraph 6.D. Lump Sum Buyout Payment Scale

Employees with continuous service in a Senior administration position of:	Lump Sum Buyout Payment
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<u>2-5 years</u>	<u>12 weeks (or three months)</u>
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<u>5-10 years</u>	<u>16 weeks (or four months)</u>
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<u>10+ years</u>	<u>20 weeks (or five months)</u>
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RESOLUTION
ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2024
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 23, 2023 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, 2023 and ending June 30, 2024.

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 23rd day of August 2023.

Leonard B. Cannata, 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 2024

District 527
Cicero, Illinois

www.morton.edu

FISCAL YEAR 2024 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 2024 BUDGET

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MORTON COMMUNITY COLLEGE
FISCAL YEAR 2024 BUDGET

Introduction

Transmittal Letter

Principal Officials



MORTON COLLEGE
Community College District No. 527
Annual Budget
July 1, 2023 to June 30, 2024

Presented is the Annual Budget of Morton College for the fiscal year ending June 30, 2024. 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.
 - Enrollment is slowly beginning to increase after it was negatively impacted by the pandemic Coronavirus disease (COVID-19).
- 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 85% by the year 2024.

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

	<u>POSITION</u>
Leonard B. Cannata	Chair
Anthony R. Martinucci	Vice Chair
Jose A. Collazo	Secretary
Frances F. Reitz	Trustee
Charles Hernandez	Trustee
Susan K. Grazzini	Trustee
Oscar Montiel	Trustee
Vacant	Student Trustee

OFFICERS OF THE COLLEGE

Keith McLaughlin, PhD	Provost & Executive V.P./Interim President
Mireya Perez	Chief Financial Officer/ Treasurer

OFFICIALS ISSUING REPORT

Mireya Perez	Chief Financial Officer/ Treasurer
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DEPARTMENT ISSUING REPORT

BUSINESS OFFICE

MORTON COMMUNITY COLLEGE

FISCAL YEAR 2024 BUDGET

Graphical Information

Operating Fund-Revenues by Source

Operating Fund-Expenditures by Object

Operation Fund-Expenditures by Program

Education Fund-Expenditures by Object

Operations & Maintenance Fund-Expenditures by Object

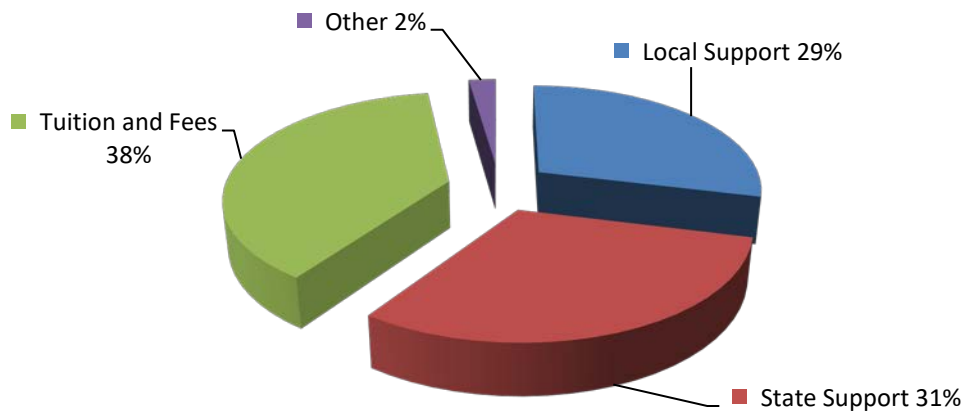


MORTON COMMUNITY COLLEGE

FISCAL YEAR 2024 OPERATING FUND REVENUES BY SOURCE

FUNDING SOURCE	EDUCATION FUND	O&M FUND	TOTAL OPERATING REVENUES
LOCAL SUPPORT	\$ 8,392,145	\$ 1,621,631	\$ 10,013,776
STATE SUPPORT	9,080,081	1,650,000	10,730,081
TUITION AND FEES	13,239,824	-	13,239,824
OTHER	817,200	29,000	846,200
TOTAL REVENUES	\$ 31,529,250	\$ 3,300,631	\$ 34,829,881

FY2024 BUDGET



MORTON COMMUNITY COLLEGE

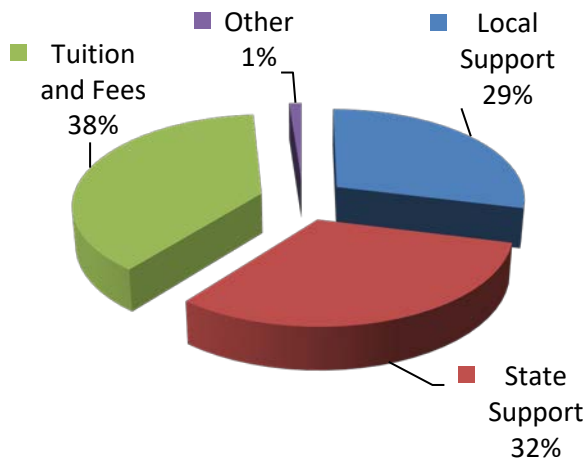
FISCAL YEAR 2024 OPERATING FUND

REVENUES BY SOURCE

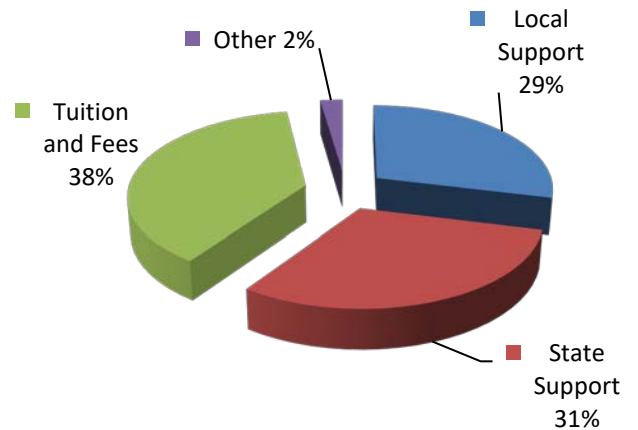
FISCAL YEARS 2023 AND 2024

FUNDING SOURCE	FY2023 BUDGET	FY2024 BUDGET	INCREASE/DECREASE
LOCAL SUPPORT	\$9,591,663	\$10,013,776	4%
STATE SUPPORT	10,612,082	10,730,081	1%
TUITION AND FEES	12,714,498	13,239,824	4%
OTHER	390,700	846,200	117%
TOTAL REVENUES	\$33,308,943	\$34,829,881	5%

FY2023 BUDGET



FY2024 BUDGET



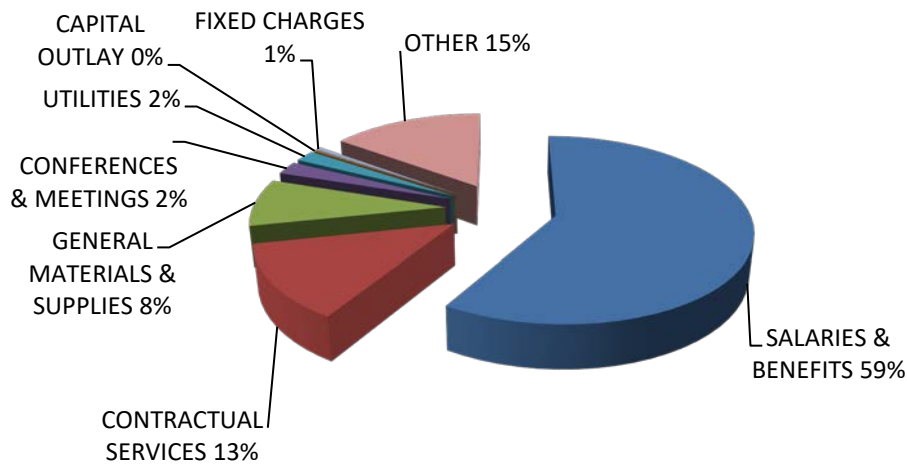
MORTON COMMUNITY COLLEGE

FISCAL YEAR 2024 OPERATING FUND

EXPENDITURES BY OBJECT

OBJECT	EDUCATION FUND	O&M FUND	TOTAL OPERATING EXPENDITURES
SALARIES & BENEFITS	\$18,849,330	\$1,690,631	\$20,539,961
CONTRACTUAL SERVICES	3,838,500	698,000	\$4,536,500
GENERAL MATERIALS & SUPPLIES	2,746,870	163,500	2,910,370
CONFERENCES & MEETINGS	785,550	6,500	792,050
FIXED CHARGES	163,000	-	163,000
UTILITIES	-	672,000	672,000
CAPITAL OUTLAY	-	60,000	60,000
OTHER	5,146,000	10,000	5,156,000
TOTAL EXPENDITURES	\$31,529,250	\$3,300,631	\$34,829,881

**FY2024
BUDGET**



MORTON COMMUNITY COLLEGE

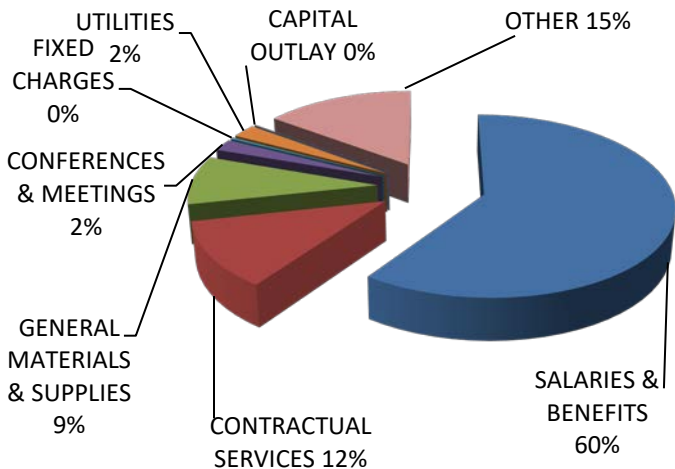
FISCAL YEAR 2024 OPERATING FUND

EXPENDITURES BY OBJECT

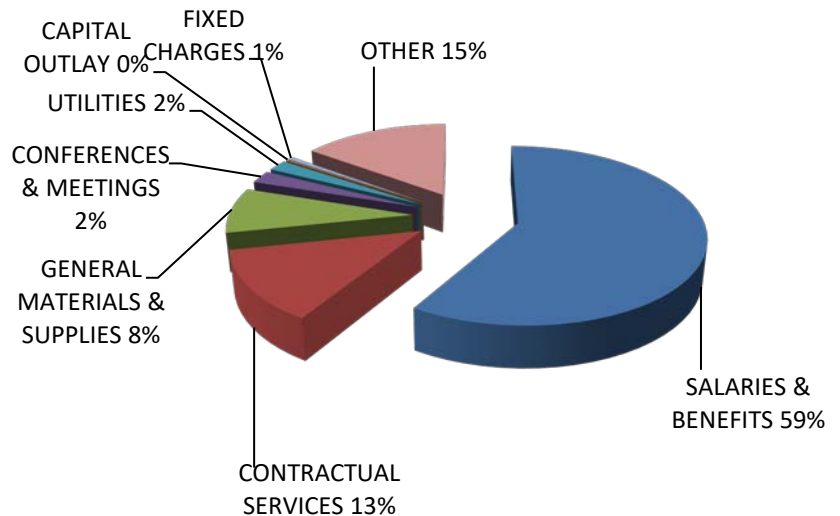
FISCAL YEARS 2023 AND 2024

OBJECT	2023 BUDGET	2024 BUDGET	PERCENT INCREASE/DECREASE
SALARIES & BENEFITS	\$19,800,775	\$20,539,961	4%
CONTRACTUAL SERVICES	3,962,250	4,536,500	14%
GENERAL MATERIALS & SUPPLIES	2,913,818	2,910,370	0%
CONFERENCES & MEETINGS	709,100	792,050	12%
FIXED CHARGES	153,000	163,000	7%
UTILITIES	810,000	672,000	-17%
CAPITAL OUTLAY	50,000	60,000	20%
OTHER	4,910,000	5,156,000	5%
TOTAL EXPENDITURES	\$33,308,943	\$34,829,881	5%

FY2023 BUDGET



FY2024 BUDGET

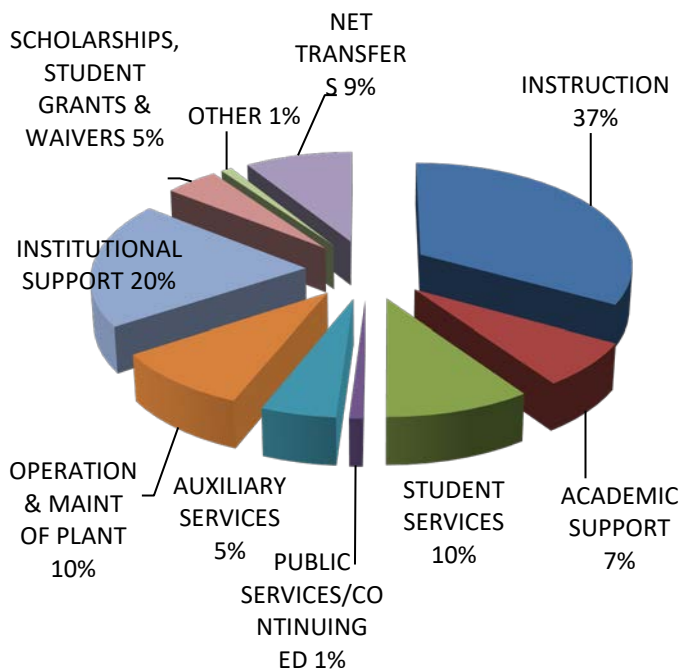


MORTON COMMUNITY COLLEGE

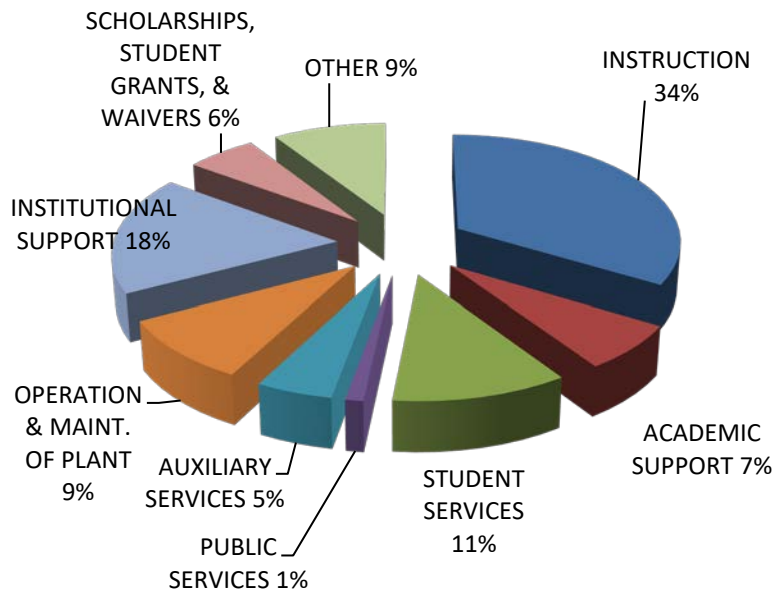
FISCAL YEAR 2024 OPERATING FUND EXPENDITURES BY PROGRAM FISCAL YEARS 2023 AND 2024

OBJECT	2023 BUDGET	2024 BUDGET	PERCENT INCREASE/DECREASE
INSTRUCTION	\$ 11,011,879	\$ 11,672,422	6%
ACADEMIC SUPPORT	2,434,675	2,489,689	2%
STUDENT SERVICES	3,255,594	3,899,945	20%
PUBLIC SERVICE	347,823	450,756	30%
AUXILIARY SERVICES	1,747,377	1,691,723	-3%
OPERATION & MAINT. OF PLANT	3,170,275	3,290,631	4%
INSTITUTIONAL SUPPORT	6,467,320	6,229,715	-4%
SCHOLARSHIPS, STUDENT GRANTS, & WAIVERS	1,529,000	2,000,000	31%
OTHER	3,345,000	3,105,000	-7%
TOTAL EXPENDITURES	\$33,308,943	\$ 34,829,881	5%

**FY2023
BUDGET**



**FY2024
BUDGET**

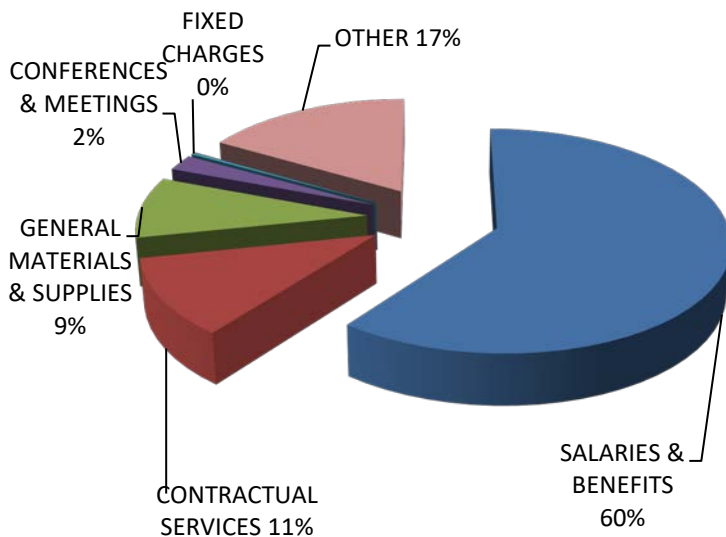


MORTON COMMUNITY COLLEGE

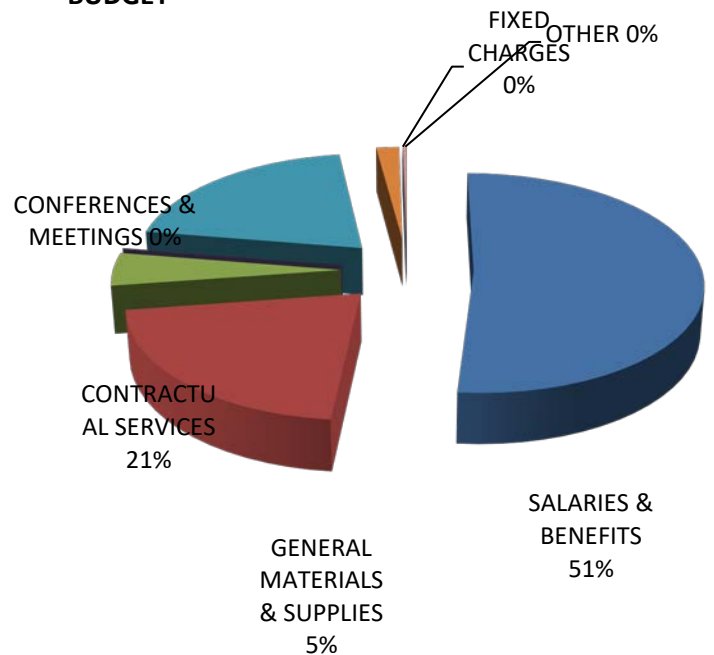
FISCAL YEAR 2024 EDUCATION FUND EXPENDITURES BY OBJECT FISCAL YEARS 2023 AND 2024

OBJECT	2023 BUDGET	2024 BUDGET	PERCENT INCREASE/ DECREASE
SALARIES & BENEFITS	\$ 18,255,500	\$ 18,849,330	3%
CONTRACTUAL SERVICES	3,409,250	3,838,500	13%
GENERAL MATERIALS & SUPPLIES	2,718,318	2,746,870	1%
CONFERENCES & MEETINGS	702,600	785,550	12%
FIXED CHARGES	153,000	163,000	7%
CAPITAL OUTLAY	-	-	0%
OTHER	4,900,000	5,146,000	5%
TOTAL EXPENDITURES	<u>\$30,138,668</u>	<u>\$ 31,529,250</u>	5%

**FY2023
BUDGET**



**FY2024
BUDGET**

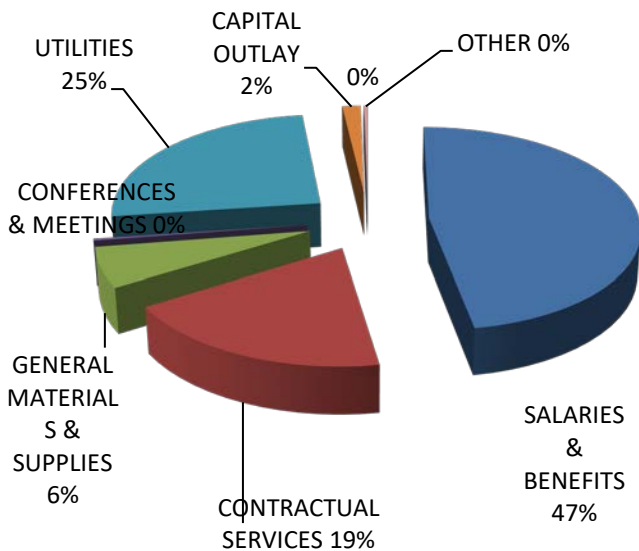


MORTON COMMUNITY COLLEGE

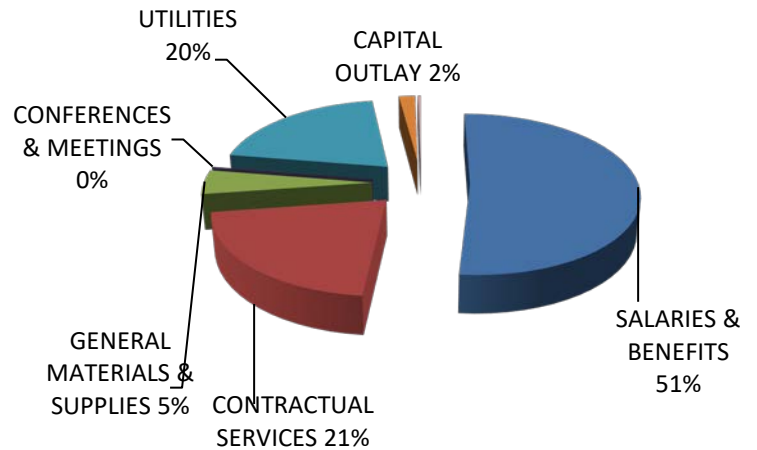
OPERATIONS & MAINTENANCE FUND EXPENDITURES BY OBJECT FISCAL YEARS 2023 AND 2024

OBJECT	2023 BUDGET	2024 BUDGET	PERCENT INCREASE/DECREASE
SALARIES & BENEFITS	\$ 1,545,275	\$ 1,690,631	9%
CONTRACTUAL SERVICES	553,000	698,000	26%
GENERAL MATERIALS & SUPPLIES	195,500	163,500	-16%
CONFERENCES & MEETINGS	6,500	6,500	0%
UTILITIES	810,000	672,000	-17%
CAPITAL OUTLAY	50,000	60,000	20%
OTHER	10,000	10,000	0%
TOTAL EXPENDITURES	\$3,170,275	\$ 3,300,631	4%

FY2023 BUDGET



FY2024 BUDGET



MORTON COMMUNITY COLLEGE

FISCAL YEAR 2024 BUDGET

Financial

Educational Philosophy and Mission

Financial Reporting and Funds

General Overview

Operating Fund Review

Budgeted Revenues & Expenditures Fiscal Year 2024 (Summary)

Budgeted Revenues & Expenditures Fiscal Year 2024

Budgeted Operating Revenue by Source Fiscal Year 2024

Budgeted Expenditures by Object Fiscal Year 2024

Fiscal Year 2024 Revenue & Expenditures by Fund



EDUCATIONAL PHILOSOPHY

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

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

Adult Education Program

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

University Transfer Program

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

Career Program

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

Liberal Studies Program

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

General Education Program

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

Continuing Education Program

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

Community Service Program

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

Student Services Program

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

Academic Support Services Program

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

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

Strategic Planning

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

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

Vision – Goal Statement: By 2024, Morton College will increase fall-to-fall full-time student persistence rates to 85%

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

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

Goal #2: Strengthen Efficiencies in Operations

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

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

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

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

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

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

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

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

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

FINANCIAL REPORTING

The College prepares its financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP) as set forth by the Governmental Accounting Standards Board (GASB). The College maintains its accounts in accordance with guidelines set forth by the National Association of College and University Business Officers (NACUBO) and the Illinois Community College Board (ICCB). The ICCB requires accounting by funds in order that limitations and restrictions on resources can be easily accounted for. The financial records of the College are maintained on the accrual basis of accounting whereby all revenues are recorded when earned and all expenses are recorded when they have been reduced to a legal obligation. The independent public auditors, FORVIS, 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 5% from fiscal year 2023 to 2024. Expenditures are projected to increase 5%.

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 4% from fiscal year 2023 to 2024. Expenditures are projected to increase 4%.

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 (33%), federal revenue (22%) and tuition and fees (21%). 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 2024 budget includes the following assumptions as it relates to our main source of funding.

- Due to the high inflation rate we were able to levy the maximum amount of 5% property tax revenue.
- Tuition and fees for Fiscal Year 2024 are at a rate of \$152.00 per credit hour including tuition, the comprehensive fee, and the technology fee.
- A 4% 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, 2021 through June 30, 2026.
- 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 31%, and student support (tuition and fees) 38%.
- Tax revenue is based on 96% collection of the remaining calendar year 2023 levy and the first half of calendar year 2024 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 \$152.00 per credit hour. A 4% increase in enrollment was calculated compared to previous year.
- **TOTAL BUDGETED OPERATING FUND REVENUE FOR FISCAL YEAR 2024**
\$34,829,881.

EXPENDITURES

Salaries and employee benefits comprise 59% of our entire operating budget. This distribution is a slight decrease from the 60% of last year.

Other large operating costs are contractual services 13%, supplies 8%, utilities 2%, conferences and meetings 2%, and other 15%.

- **TOTAL BUDGETED OPERATING EXPENDITURES FOR FISCAL YEAR 2024**
\$34,829,881.

MORTON COMMUNITY COLLEGE DISTRICT #527
SCHEDULE OF BUDGETED REVENUES AND EXPENDITURES (SUMMARY)
Year Ending June 30, 2024
(in dollars)

	General		Special Revenue		Debt Service	Capital Projects		Total
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	
Budgeted Revenues	31,529,250	3,300,631	24,431,552	80,900	890,500	640,950	2,810,558	63,684,341
Budgeted Other Financing Sources	-	-	-	15,000	-	-	1,720,000	1,735,000
Total Revenues and Other Financing Sources	<u>31,529,250</u>	<u>3,300,631</u>	<u>24,431,552</u>	<u>95,900</u>	<u>890,500</u>	<u>640,950</u>	<u>4,530,558</u>	<u>65,419,341</u>
Budgeted Expenditures	(29,794,250)	(3,300,631)	(24,431,552)	(95,900)	(890,500)	(640,950)	(4,530,558)	(63,684,341)
Other Financing Uses	(1,735,000)	-	-	-	-	-	-	(1,735,000)
Total Expenditures and Other Financing Uses	<u>(31,529,250)</u>	<u>(3,300,631)</u>	<u>(24,431,552)</u>	<u>(95,900)</u>	<u>(890,500)</u>	<u>(640,950)</u>	<u>(4,530,558)</u>	<u>(65,419,341)</u>
Excess of Revenues and Other Financing Sources over Expenditures and Other Financing Uses	-	-	-	-	-	-	-	-
Fund Balance July 1, 2023(estimated)	21,920,168	4,879,532	-	145,593	-	100,144	1,298,864	28,344,301
Fund Balance June 30, 2024 (estimated)	<u>\$ 21,920,168</u>	<u>\$ 4,879,532</u>	<u>\$ -</u>	<u>\$ 145,593</u>	<u>\$ -</u>	<u>\$ 100,144</u>	<u>\$ 1,298,864</u>	<u>\$ 28,344,301</u>

Official Budget was approved by the BOARD OF TRUSTEES:

DATE: _____

ATTEST: _____

Secretary, Board of Trustees

SCHEDULE OF BUDGETED REVENUES AND EXPENDITURES
Year Ending June 30, 2024

	General		Special Revenue			Debt Service	Capital Projects	Total
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	
REVENUES								
Local government	\$ 8,392,145	\$ 1,621,631	\$ -	\$ 80,850	\$ 890,400	\$ 640,850	\$ 2,810,558	\$ 14,436,434
Corporate personal property replacement taxes	2,550,000	1,000,000	-	-	-	-	-	3,550,000
Tuition and fees	13,239,824	-	-	-	-	-	-	13,239,824
Sales and service fees	215,700	19,000	-	-	-	-	-	234,700
State sources	6,530,081	650,000	10,576,240	-	-	-	-	17,756,321
Federal sources	-	-	13,828,836	-	-	-	-	13,828,836
Investment income	600,000	10,000	-	50	100	100	-	610,250
Miscellaneous	1,500	-	26,476	-	-	-	-	27,976
Total revenues	<u>31,529,250</u>	<u>3,300,631</u>	<u>24,431,552</u>	<u>80,900</u>	<u>890,500</u>	<u>640,950</u>	<u>2,810,558</u>	<u>63,684,341</u>
EXPENDITURES								
Instruction	11,672,422	-	7,467,694	-	135,000	-	-	19,275,116
Academic support	2,489,689	-	623,220	-	16,500	-	-	3,129,409
Student services	3,899,945	-	2,934,435	-	24,500	-	-	6,858,880
Public services	450,756	-	519,362	-	8,000	-	-	978,118
Operation and maintenance plant	-	3,290,631	750,000	-	21,000	-	4,530,558	8,592,189
Auxiliary services	1,691,723	-	125,000	-	4,500	-	-	1,821,223
Institutional support	6,229,715	-	1,706,517	95,900	681,000	640,950	-	9,354,082
Scholarships, student grants, & waivers	2,000,000	-	10,305,324	-	-	-	-	12,305,324
Contingencies	1,360,000	10,000	-	-	-	-	-	1,370,000
Total Expenditures	<u>29,794,250</u>	<u>3,300,631</u>	<u>24,431,552</u>	<u>95,900</u>	<u>890,500</u>	<u>640,950</u>	<u>4,530,558</u>	<u>63,684,341</u>
Revenues over (under) expenditures	1,735,000	-	-	(15,000)	-	-	(1,720,000)	-
Transfers in	-	-	-	15,000	-	-	1,720,000	1,735,000
Transfers out	(1,735,000)	-	-	-	-	-	-	(1,735,000)
Revenues and transfers (in) over (under) expenditures and transfers (out)	-	-	-	-	-	-	-	-
FUND BALANCE								
July 1, 2023 (estimated)	21,920,168	4,879,532	-	145,593	-	100,144	1,298,864	28,344,301
June 30, 2024 (estimated)	<u>\$ 21,920,168</u>	<u>\$ 4,879,532</u>	<u>\$ -</u>	<u>\$ 145,593</u>	<u>\$ -</u>	<u>\$ 100,144</u>	<u>\$ 1,298,864</u>	<u>\$ 28,344,301</u>

BUDGETED OPERATING REVENUE BY SOURCE

Year Ended June 30, 2024

	Education Fund	Operations and Maintenance Fund	Total Operating Funds
OPERATING REVENUE BY SOURCE			
Local Government			
Local taxes	\$ 8,392,145	\$ 1,621,631	\$ 10,013,776
Total Local Government			
State Government			
ICCB credit hour grants	2,659,801	-	2,659,801
ICCB equalization grants	3,645,280	650,000	4,295,280
CTE formula grant	225,000		225,000
Corporate personal property replacement taxes	2,550,000	1,000,000	3,550,000
Total State Government	9,080,081	1,650,000	10,730,081
Student Tuition and Fees			
Tuition	11,330,112		11,330,112
Fees	1,909,712	-	1,909,712
Total Student Tuition and Fees	13,239,824	-	13,239,824
Other Sources			
Sales and service fees	215,700	5,000	220,700
Nongovernmental grants	1,500	-	1,500
Facilities	-	14,000	14,000
Investment revenue	600,000	10,000	610,000
Other	-		-
Total Other Sources	817,200	29,000	846,200
Total 2024 Budgeted Revenue	\$ 31,529,250	\$ 3,300,631	\$ 34,829,881

BUDGETED EXPENDITURES BY OBJECT

Year Ending June 30, 2024

	General		Special Revenue			Debt Service	Capital Projects	Total
	Education	Operations and Maintenance	Restricted Purpose	Audit	Liability, Protection and Settlement	General Obligation Bond	Operations and Maintenance (Restricted)	
EXPENDITURES								
Salaries	\$ 16,606,197	\$ 1,478,920	\$ 2,502,629	\$ -	\$ -	\$ -	\$ -	\$ 20,587,746
Employee Benefits	2,243,133	211,711	9,339,443	-	279,500	-	-	12,073,787
Contracted Services	3,838,500	698,000	418,925	95,900	206,000	-	2,365,500	7,622,825
Materials and Supplies	2,746,870	163,500	1,624,493	-	-	-	-	4,534,863
Conferences and Meetings	785,550	6,500	145,946	-	-	-	-	937,996
Fixed Charges	163,000	-	11,371	-	355,000	640,950	-	1,170,321
Utilities	-	672,000	-	-	-	-	-	672,000
Capital Outlay	-	60,000	-	-	-	-	2,165,058	2,225,058
Other	3,411,000	10,000	10,388,745	-	50,000	-	-	13,859,745
Total Expenditures	<u>\$ 29,794,250</u>	<u>\$ 3,300,631</u>	<u>\$ 24,431,552</u>	<u>\$ 95,900</u>	<u>\$ 890,500</u>	<u>\$ 640,950</u>	<u>\$ 4,530,558</u>	<u>\$ 63,684,341</u>
TRANSFERS								
Transfers in	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 1,720,000	\$ 1,735,000
Transfers out	<u>(1,735,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,735,000)</u>
Total Expenditures and transfers	<u>\$ 31,529,250</u>	<u>\$ 3,300,631</u>	<u>\$ 24,431,552</u>	<u>\$ 80,900</u>	<u>\$ 890,500</u>	<u>\$ 640,950</u>	<u>\$ 2,810,558</u>	<u>\$ 63,684,341</u>

EDUCATION FUND REVENUE
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Property taxes Chargeback revenue	8,030,388	8,392,145
Chargeback revenue	-	-
Total Local Government	<u>8,030,388</u>	<u>8,392,145</u>
CORPORATE PERSONAL PROPERTY TAXES	<u>1,950,000</u>	<u>2,550,000</u>
STATE GOVERNMENT		
ICCB credit hour grants	2,553,397	2,659,801
ICCB equalization grants	4,342,690	3,645,280
CTE formula grant	185,995	225,000
Total State Government	<u>7,082,082</u>	<u>6,530,081</u>
STUDENT TUITION AND FEES		
Tuition	10,563,595	11,330,112
Fees	2,150,903	1,909,712
Total Tuition and Fees	<u>12,714,498</u>	<u>13,239,824</u>
OTHER SOURCES		
Sales and service fees	271,700	215,700
Investment revenue	60,000	600,000
Nongovernmental gifts & scholarships	30,000	1,500
Other - lost tuition revenue	-	-
Total Other Sources	<u>361,700</u>	<u>817,200</u>
Total Revenue	<u>30,138,668</u>	<u>31,529,250</u>
Transfers in	-	-
Total Revenue and Transfers in	<u>\$30,138,668</u>	<u>\$ 31,529,250</u>

EDUCATION FUND EXPENDITURES

Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
EXPENDITURES		
By Program:		
Instruction		
Salaries	\$ 9,014,438	\$ 9,246,974
Employee benefits	885,141	1,007,348
Contractual services	363,750	527,000
Material and supplies	684,950	815,650
Conferences and meetings	63,600	75,450
Total Instruction	<u>11,011,879</u>	<u>11,672,422</u>
Academic Support		
Salaries	\$ 1,356,614	\$ 1,373,721
Employee benefits	204,681	210,838
Contractual services	408,000	422,000
Material and supplies	348,280	341,280
Conferences and meetings	26,100	40,850
Fixed charges	90,000	100,000
Other	1,000	1,000
Total Academic Support	<u>2,434,675</u>	<u>2,489,689</u>
Student Services		
Salaries	\$ 2,387,059	\$ 2,783,411
Employee benefits	301,147	369,844
Contractual services	280,500	362,000
Material and supplies	175,638	227,690
Conferences and meetings	89,750	130,500
Fixed charges	21,500	26,500
Total Student Services	<u>3,255,594</u>	<u>3,899,945</u>

EDUCATION FUND EXPENDITURES
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
EXPENDITURES		
Public Service/Continuing Education		
Salaries	\$ 160,646	\$ 209,471
Employee benefits	22,127	31,235
Contractual services	122,500	158,000
Material and supplies	27,200	21,700
Conferences and meetings	10,350	20,350
Other	5,000	10,000
Total Public Service/Continuing Education	<u>347,823</u>	<u>450,756</u>
Auxiliary Services		
Salaries	\$ 300,589	\$ 245,524
Employee benefits	54,788	51,199
Contractual services	480,000	530,000
Material and supplies	592,000	545,000
Conferences and meetings	280,000	285,000
Fixed charges	40,000	35,000
Total Auxiliary Services	<u>1,747,377</u>	<u>1,691,723</u>
Institutional Support		
Salaries	\$ 2,968,518	\$ 2,747,096
Employee benefits	599,752	572,669
Contractual services	1,754,500	1,839,500
Material and supplies	890,250	795,550
Conferences and meetings	232,800	233,400
Fixed charges	1,500	1,500
Other	40,000	40,000
Total Institutional Support	<u>6,487,320</u>	<u>6,229,715</u>

EDUCATION FUND EXPENDITURES
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
EXPENDITURES		
Scholarships, Student Grants & Waivers		
Student grants and scholarships	\$ 1,529,000	\$ 2,000,000
Other	-	-
Total Scholarships, Student Grants & Waivers	<u>1,529,000</u>	<u>2,000,000</u>
Contingencies	<u>325,000</u>	<u>1,360,000</u>
Total Expenditures	<u>27,138,668</u>	<u>29,794,250</u>
Transfers out	<u>3,000,000</u>	<u>1,735,000</u>
Total Expenditures and Transfers out	<u>\$ 30,138,668</u>	<u>\$ 31,529,250</u>

OPERATIONS & MAINTENANCE FUND REVENUE

Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Property taxes	<u>\$ 1,561,275</u>	<u>\$ 1,621,631</u>
STATE GOVERNMENT		
ICCB equalization grants	<u>650,000</u>	<u>650,000</u>
CORP PERSONAL PROPERTY TAXES	<u>930,000</u>	<u>1,000,000</u>
STUDENT FEES		
Fees	<u>-</u>	<u>-</u>
Total Student Fees	<u>0</u>	<u>-</u>
OTHER SOURCES		
Sales and service fees	5,000	5,000
Facilities	14,000	14,000
Investment revenue	<u>10,000</u>	<u>10,000</u>
Total Other Sources	<u>29,000</u>	<u>29,000</u>
Total Revenue	<u>\$ 3,170,275</u>	<u>\$ 3,300,631</u>

OPERATIONS & MAINTENANCE FUND EXPENDITURES

Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
EXPENDITURES		
By Program:		
Operations and Maintenance of Plant		
Salaries	\$ 1,386,021	\$ 1,478,920
Employee benefits	159,254	211,711
Contractual services	553,000	698,000
Material and supplies	195,500	163,500
Conferences and meetings	6,500	6,500
Utilities	810,000	672,000
Capital outlay	50,000	60,000
Other	10,000	10,000
Total Operations and Maintenance of Plant	<u>3,170,275</u>	<u>3,300,631</u>
Total Expenditures	<u>\$ 3,170,275</u>	<u>\$ 3,300,631</u>

RESTRICTED PURPOSE FUND REVENUE
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
STATE GOVERNMENT		
State board of education- adult education	\$ 744,325	\$ 744,325
Illinois grant revenue - other	<u>4,229,262</u>	<u>9,831,915</u>
Total State Government	<u>4,973,587</u>	<u>10,576,240</u>
FEDERAL GOVERNMENT		
Department of education	18,991,469	12,666,196
Other	<u>431,255</u>	<u>1,162,640</u>
Total Federal Government	<u>19,422,724</u>	<u>13,828,836</u>
OTHER SOURCES		
Nongovernmental grants	<u>26,476</u>	<u>26,476</u>
Total Other Sources	<u>26,476</u>	<u>26,476</u>
Total Revenue	<u>\$ 24,422,787</u>	<u>\$ 24,431,552</u>

RESTRICTED PURPOSE FUND EXPENDITURES

Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
EXPENDITURES		
By Program:		
Instruction		
Salaries	\$ 1,251,013	\$ 1,612,434
Employee benefits	2,074,740	5,157,351
Contractual services	88,910	113,670
Material and supplies	243,575	342,514
Conferences and meetings	24,250	25,750
Other	20,051	215,975
Total Instruction	<u>3,702,539</u>	<u>7,467,694</u>
Academic Support		
Salaries	-	17,500
Employee benefits	273,220	600,000
Material and supplies	-	2,000
Conferences and meetings	-	2,000
Other	-	1,720
Total Academic Support	<u>273,220</u>	<u>623,220</u>
Student Services		
Salaries	774,975	542,878
Employee benefits	578,206	1,130,892
Contractual services	304,905	292,255
Materials and supplies	901,106	872,724
Conferences and meetings	116,095	95,586
Other	-	100
Total Student Services	<u>2,675,287</u>	<u>2,934,435</u>
Public Service/Continuing Education		
Salaries	206,814	206,814
Employee benefits	116,200	276,200
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	<u>\$ 359,362</u>	<u>\$ 519,362</u>

RESTRICTED PURPOSE FUND EXPENDITURES
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
EXPENDITURES		
Auxiliary Services		
Employee benefits	\$ 125,000	\$ 125,000
Total Auxiliary Services	<u>125,000</u>	<u>125,000</u>
Operations and Maintenance of Plant		
Employee benefits	450,000	750,000
Total Operation and Maintenance of Plant	<u>450,000</u>	<u>750,000</u>
Institutional Support		
Salaries	30,000	-
Employee benefits	400,000	1,300,000
Contractual services	311,942	10,000
Material and supplies	1,804,595	396,517
Fixed charges	100,000	-
Capital outlay	2,546,121	-
Student grants and scholarships	100,000	-
Total Institutional Support	<u>5,292,658</u>	<u>1,706,517</u>
Scholarships, Student Grants & Waivers		
Salaries	109,423	123,003
Student grants and scholarships	11,423,299	10,170,321
Other	12,000	12,000
Total Scholarships, Student Grants & Waivers	<u>11,544,722</u>	<u>10,305,324</u>
Total Expenditures	<u>\$ 24,422,787</u>	<u>\$ 24,431,552</u>

AUDIT FUND REVENUE AND EXPENDITURES
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Property taxes	<u>\$ 77,305</u>	<u>\$ 80,850</u>
OTHER SOURCES		
Investment revenue	<u>50</u>	<u>50</u>
Total Revenue	<u>77,355</u>	<u>80,900</u>
Transfers in	<u>-</u>	<u>15,000</u>
Total Revenue and Transfers in	<u>77,355</u>	<u>95,900</u>
EXPENDITURES		
By Program		
Institutional Support		
Contractual Services	<u>87,300</u>	<u>95,900</u>
Total Expenditures	<u>\$ 87,300</u>	<u>\$ 95,900</u>

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES

Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Property taxes	<u>\$847,710</u>	<u>\$890,400</u>
OTHER SOURCES		
Investment revenue	<u>100</u>	<u>100</u>
Total Revenue	<u>\$847,810</u>	<u>\$890,500</u>
EXPENDITURES		
By Program:		
Instruction		
Salaries	-	-
Employee benefits	<u>135,000</u>	<u>135,000</u>
Total Instruction	<u>135,000</u>	<u>135,000</u>
Academic Support		
Employee benefits	<u>16,500</u>	<u>16,500</u>
Student Services		
Salaries	-	-
Employee benefits	<u>24,500</u>	<u>24,500</u>
Total Student Services	<u>24,500</u>	<u>24,500</u>
Public Service/Continuing Education		
Employee benefits	<u>8,000</u>	<u>8,000</u>
Auxiliary Services		
Employee benefits	<u>4,500</u>	<u>4,500</u>
Operations and Maintenance of Plant		
Salaries	70,000	-
Employee benefits	<u>21,000</u>	<u>21,000</u>
Total Operation and Maintenance of Plant	<u>91,000</u>	<u>21,000</u>
Institutional Support		
Salaries	-	-
Employee benefits	70,000	70,000
Contractual services	220,000	206,000
Fixed charges	<u>355,000</u>	<u>405,000</u>
Total Institutional Support	<u>645,000</u>	<u>681,000</u>
Total Expenditures	<u>\$ 924,500</u>	<u>890,500</u>

GENERAL OBLIGATION BOND FUND REVENUE AND EXPENDITURES
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Local taxes	<u>\$ 682,610</u>	<u>\$ 640,850</u>
OTHER SOURCES		
Investment revenue	<u>100</u>	<u>100</u>
Total Revenue	<u>682,710</u>	<u>640,950</u>
EXPENDITURES		
By Program:		
Institutional Support		
Fixed charges	<u>641,575</u>	<u>640,950</u>
Total Institutional Support	<u>641,575</u>	<u>640,950</u>
Total Expenditures	<u>\$ 641,575</u>	<u>\$ 640,950</u>

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES
Year Ended June 30, 2024

	<u>FY 2023 Budget</u>	<u>FY 2024 Budget</u>
REVENUE		
LOCAL GOVERNMENT		
Bonds	\$ -	\$ -
Other - Capital Development Board	2,853,967	2,810,558
Total Revenue	<u>2,853,967</u>	<u>2,810,558</u>
Transfers in	3,000,000	1,720,000
Total Revenue and Transfers in	<u>5,853,967</u>	<u>4,530,558</u>
EXPENDITURES		
By Program:		
Operations and Maintenance of Plant		
Contractual services Capital outlay	\$1,965,500	\$500,000
Capital outlay	4,633,467	4,030,558
Total Operation and Maintenance of Plant	<u>6,598,967</u>	<u>\$4,530,558</u>
Total Expenditures	<u>\$ 6,598,967</u>	<u>\$4,530,558</u>

MORTON COMMUNITY COLLEGE
FISCAL YEAR 2024 BUDGET

Statistical Information

Changes in Net Position

Operating Expenses by Function

Property Tax Levies and Collections

Debt Capacity



MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527

FINANCIAL TRENDS (UNAUDITED)

CHANGES IN NET POSITION
LAST EIGHT FISCAL YEARS

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
OPERATING REVENUES									
Student tuition and fees	\$5,770,183	\$ 6,692,938	\$ 6,392,476	\$ 6,133,413	\$4,982,373	\$4,684,983	\$4,596,204	\$4,040,567	\$3,361,086
Other	56,402	112,287	53,378	119,321	1,211,196	1,696,682	1,720,315	1,850,764	1,982,775
Total operating revenues	<u>5,826,585</u>	<u>6,805,225</u>	<u>6,445,854</u>	<u>6,252,734</u>	<u>6,193,569</u>	<u>6,381,665</u>	<u>6,316,519</u>	<u>5,891,331</u>	<u>5,343,861</u>
OPERATING EXPENSES									
Instruction	15,263,416	19,921,704	16,652,880	18,077,524	17,995,297	15,728,370	10,517,895	12,568,259	13,683,816
Academic support	2,337,708	3,101,980	3,359,257	2,940,227	2,563,405	2,585,214	2,766,990	2,364,630	2,300,300
Student services	4,743,964	4,823,607	4,336,106	3,919,084	3,668,700	3,072,864	2,552,963	2,552,583	2,463,099
Public services	936,001	1,068,325	1,272,212	1,185,466	1,436,109	1,134,636	558,055	528,553	517,563
General institutional	10,235,384	9,344,100	7,976,278	5,808,513	6,951,773	7,036,574	6,589,007	4,787,610	5,602,019
Operation and maintenance of plant	6,089,873	5,331,449	8,676,087	6,773,878	5,062,853	4,607,377	7,959,932	7,022,773	2,702,346
Depreciation expense	2,787,618	2,368,358	2,695,030	1,071,095	2,076,399	1,870,339	2,068,042	2,440,249	1,761,597
Scholarship expense	8,273,607	6,159,499	4,976,378	4,347,856	3,624,113	3,684,305	4,095,799	4,391,965	4,380,563
Auxiliary enterprises	1,824,487	1,573,353	810,214	2,094,445	2,121,933	2,463,156	2,482,407	1,797,419	2,649,892
Total operating expenses	<u>52,492,058</u>	<u>53,692,375</u>	<u>50,754,442</u>	<u>46,218,088</u>	<u>45,500,582</u>	<u>42,182,835</u>	<u>39,591,090</u>	<u>38,454,041</u>	<u>36,061,195</u>
Operating (Loss)	<u>(46,665,473)</u>	<u>(46,887,150)</u>	<u>(44,308,588)</u>	<u>(39,965,354)</u>	<u>(39,307,013)</u>	<u>(35,801,170)</u>	<u>(33,274,571)</u>	<u>(32,562,710)</u>	<u>(30,717,334)</u>
NON-OPERATING REVENUES (EXPENSES)									
Local property taxes	10,123,128	10,493,834	9,844,059	9,861,485	9,982,119	9,763,900	9,128,821	9,310,381	8,337,495
State appropriations	23,291,847	25,567,161	23,570,198	20,952,783	19,957,533	18,480,322	15,145,280	14,449,848	14,453,707
Federal grants and contracts	15,455,055	13,672,200	9,621,196	8,568,350	9,353,438	8,651,665	8,852,948	9,458,611	9,917,890
Non-governmental gifts and grants	2,010	951	-	3,783	1,848	11,625	3,300	20,710	23,650
Investment income	(3,623)	23,965	327,794	522,777	264,202	(177,874)	27,677	3,687	3,437
Interest on capital asset-related debt	(317,125)	(333,177)	(351,096)	(439,285)	(162,642)	95,387	(204,466)	(243,648)	(248,612)
Net Non-Operating Revenues (Expenses)	<u>48,551,292</u>	<u>49,424,934</u>	<u>43,012,151</u>	<u>39,469,893</u>	<u>39,396,498</u>	<u>36,825,025</u>	<u>32,953,560</u>	<u>32,999,589</u>	<u>32,487,567</u>
Net Income Before Capital Contributions	<u>1,885,819</u>	<u>2,537,784</u>	<u>(1,296,437)</u>	<u>(495,461)</u>	<u>89,485</u>	<u>1,023,855</u>	<u>(321,011)</u>	<u>436,879</u>	<u>1,770,233</u>
CHANGE IN NET POSITION	<u>1,885,819</u>	<u>2,537,784</u>	<u>(1,296,437)</u>	<u>\$ (495,461)</u>	<u>\$ 89,485</u>	<u>\$1,023,855</u>	<u>(\$321,011)</u>	<u>\$436,879</u>	<u>\$1,770,233</u>

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
2022	\$ 49,703	\$ 15,263	\$ 2,338	\$ 4,744	\$ 10,235	\$ 6,090	\$ 8,273	\$ 936	\$ 1,824
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

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
2021	\$ 11,154,926	\$ 5,532,443	49.60%	-	\$ 5,532,443	49.60%
2020	10,836,748	10,568,562	97.53%	-	10,568,562	97.53%
2019	10,570,508	10,484,856	99.19%	-	10,484,856	99.19%
2018	10,278,763	10,139,003	98.64%	-	10,139,003	98.64%
2017	10,038,228	9,886,521	98.49%	(217,433)	9,669,088	96.32%
2016	9,807,465	9,674,736	98.65%	(248,141)	9,426,595	96.12%
2015	9,729,038	9,888,151	101.64%	(579,296)	9,308,855	95.68%
2014	9,613,393	9,535,983	99.19%	(364,673)	9,171,310	95.40%
2013	9,428,970	9,403,540	99.73%	(350,367)	9,053,173	96.01%
2012	9,123,084	9,053,905	99.24%	(281,906)	8,771,999	96.15%

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
2022	\$ 1,951,118,436	2.88%	\$ 56,094,655	\$ 8,698,040	\$ 47,396,615	15.51%
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%

Source: County tax records: college records

MORTON COMMUNITY COLLEGE
FISCAL YEAR 2024 BUDGET

Resolutions

2023 – 2024 Budget Legal Notice



NOTICE
2023-2024 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, 2023 will be on file and conveniently available for public inspection beginning Wednesday, July 5, 2023, through Thursday, August 17, 2023 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 23rd day of August 2023 in the Jedlicka Performing Arts Center, 3801 South Central Avenue, Cicero, Illinois.

Dated this 28th day of June 2023.

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

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



MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527

Minutes for the Regular Meeting

Wednesday, May 24, 2023

1. Call to Order

The Regular Meeting of the Board of Trustees of Morton College was held on Wednesday, May 24, 2023, beginning at 11:00 a.m., at the Morton College Jedlicka Performing Arts Center, located at 3801 South, Central Ave, Cicero, IL.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance

3. Roll Call

Present:

Anthony Martinucci, Trustee
Leonard Cannata, Trustee
Charles Hernandez, Trustee – via conference call
Jose Collazo, Trustee
Susan Grazzini, Trustee
Oscar Montiel, Trustee

Absent:

Frances F. Reitz, Trustee

Also, Present:

Dr. Keith D. McLaughlin, Provost & Executive Vice President
Michael Del Galdo, Attorney, Del Galdo Law Group, LLC

4. Citizen Comments – None

5. Recognition – None

6. Reports – None

7. New Business

7.1. Responsibilities of the College President

7.1.1. In accordance with President Dr. Stanley Fields' Resignation Agreement, motion to declare President Dr. Stanley Fields continuously absent from the College's campus from May 21, 2023, through the effective date of his resignation on November 18, 2023.

Ayes – 6

Nays – None Motion Carried

7.1.2. Motion to charge Provost & Executive Vice President, Dr. Keith McLaughlin, with the responsibilities of the office of the College President beginning May 21, 2023, pursuant to Morton College Board Policy No. 2.4 (Responsibility in the Absence of the President).

Ayes – 6

Nays – None Motion Carried

9. Consent Agenda

9.1. Approval of the Minutes of the Regular Board Meeting held on April 26, 2023.

9.2. Approval and ratification of accounts payable and payroll for the month of April 2023, in the amount of \$2,948,621.00, and budget transfers, in the amount of \$43,000.00.

9.3. Approval of the Monthly Budget Report for fiscal year to date ending in April 2023.

9.4. Approval of the Treasurer's Report for April 2023.

9.5. Approval of the changes in Curriculum.

9.6. Approval of the partnership agreement with Cicero District 99 for the STEAMers Summer Camp for young learners within the district from 4th to 8th grade.

9.7. Approval of the Addendum Faculty Overload Report for the spring 2023 semester, in the amount of \$384,074.10.

9.8. Approval to the Addendum to the Adjunct Faculty Assignment/Employment Report for the spring 2023 semester, in the amount of \$555,447.60, pending additional class cancelations and/or additions.

9.9. Approval of the payment to The Higher Learning Commission HLC, for the Comprehensive Visit-Team expenses on February 27 and 28, 2023, in the amount of \$10,804.42.

9.10. Approval of the continued membership with the Illinois Consortium for International Studies

and Programs ICISP, fy24, in the amount of \$900.00.

9.11. Approval of the continued institutional membership with the American Library Association ALA, fy24, in the amount of \$870.00.

9.12. Approval of the continued institutional membership with the Consortium of Network of Illinois

Learning Resources in Community Colleges NILRC, fy24, in the amount of \$1,187.00.

9.13. Approval of the continued membership with the Illinois Community College Online ILCCO for

fy24, in the amount of \$500.00.

9.14. Approval of the annual membership with Illinois Green Economy Network (IGEN), for fy24, in

the amount of \$10,000.00.

9.15. Approval of the Adjunct Faculty Consultation Hours Report for spring semester 2023, in the

amount of \$20,200.77.

9.16. Approval of the renewal of print periodical and journal subscriptions for the library from EBSCO, fy24, in the amount of \$23,127.00.

9.17. Approval of the purchase of the online databases from the consortium of Network of Illinois

Learning Resources in Community Colleges NILRC, fy24, in the amount of \$16,536.00.

9.18. Approval of the renewal of the clinical affiliation agreement with Loyola University Health Systems for Health Science.

9.19. Approval of the renewal of the partnership agreement with All-Pro Driving School, LLC (ALL

PRO) for fy24, in the total amount not to exceed \$75,000.00 paid from the student registration fees.

9.20. Approval of the resolution forming the Decennial Committee on Local Government Efficiency.

9.21. Approval of the affiliation agreement with the Berwyn Fire Department for the Paramedic Program students.

9.22. Approval of the one-year engagement with Forvis LLP., an accounting firm, to perform the fy23 college audit, in the amount of \$95,900.00.

9.23. Approval of Heartland Business Systems to replace the emergency phone call boxes, in the amount of \$22,462.75.

9.24. Approval of the FOIA Officer - Murneka Davis, Director of Human Resources

9.25. Approval of a 10% temporary increase for Clara Martinez to assist with the responsibilities of

the Simulation Coordinator position, effective June 1 to August 31, 2023.

9.26. Approval of Alliant Insurance Services, Inc., for liability insurance, in the amount of \$354,320.00.

9.27. Approval of the amended agreement with Cornerstone Government Affairs, Inc. for April 1,

2023, through March 31, 2024, in the amount of \$14,000.00/month.

9.28. Approval of the purchase of Apple technology equipment and services for the Panther Digital

Initiative, in the amount of \$514,323.00, funded by REMOTE, HEERF, GEER II & PERKINS grants.

9.29. Approval of Part-Time Employment

9.29.1. Sergio Rodriguez-Velarde, Help Desk Computer Lab Paraprofessional, \$15.75/hr., effective June 1, 2023.

9.29.2. Matthew Johnson, Adjunct Mathematics, effective August 17, 2023.

9.29.3. Mateo Nossa, Adjunct Music, effective August 17, 2023.

9.29.4. Brian Dang, STEAMers Camp Counselor, \$18.00/hr., effective June 26, 2023.

9.29.5. Sheila Sanchez, STEAMers Camp Counselor, \$18.00/hr., effective June 16, 2023.

9.29.6. Milton Ortiz, STEAMers Camp Counselor, \$18/hr., effective June 26, 2023.

9.30. Approval of Retirement

9.30.1. Maria Diaz, Cashier, effective July 1, 2023.

9.31. Approval of Layoff Employment

9.31.1. Carolyn Arias, Radio Operators/Dispatcher, effective May 23, 2023.

9.31.2. Valerie Delaurentis, Radio Operators/Dispatcher, effective May 23, 2023.

9.31.3. Michelle Demato, Radio Operators/Dispatcher, effective May 23, 2023.

9.31.4. Marie Esposito, Radio Operators/Dispatcher, effective May 23, 2023.

9.31.5. Jessica Patterson, Radio Operators/Dispatcher, effective May 23, 2023.

9.31.6. Beth Paneral, Radio Operators/Dispatcher, effective May 23, 2023.

9.32. Approval of Facility Use Permits

9.32.1. Cavaliers Arts Performance & Education, theater/parking lot, June 30 and July 1, 2023,

at no cost.

9.32.2. Berwyn Development Corporation, computer lab, July 10, at no cost.

9.32.3. Chi-Town Car Club, parking lot, June 10, 23 & 30, 2023, at no cost.

Ayes – 6

Nays – None Motion Carried

10. Adjournment Sine Die

11. Reconvening-Reorganization Meeting

11.1. Swearing in of New Trustees

11.2. Roll Call

12. Election of the Board Officers

12.1. Election of Chair of the Board – Trustee Leonard Cannata Elected by 6 Ayes, 0 Nays

12.2. Election of Vice-Chair of the Board -Trustee Anthony Martinucci Elected by 6 Ayes, 0 Nays

12.3. Election of Secretary of the Board – Trustee Jose Collazo Elected by 6 Ayes, 0 Nays

13. Appointment - Illinois Community College Trustees Association Representative – Trustee Charles Hernandez Elected by 6 Ayes, 0 Nays

14. Adjournment

5.1. Novice Nationals Forensic Tournament, Speech and Debate Team

The Morton College Speech and Debate team made its presence felt at the Novice Nationals Forensic Tournament held recently at the University of Charlotte, North Carolina. The competition, reserved for first-year competitive speech students, drew some of the most prestigious colleges and universities from around the country, including the University of Alabama, James Madison University, and the University of Indianapolis. Despite being the only Illinois school in attendance, Morton College, made its mark with Alejandro Joleanis, a Cicero freshman who was awarded “*Top Speaker*” at the Novice Nationals awards ceremony.

5.2. Skyway Art Festival

Morton College hosted Skyway Art this year under the leadership of Art Faculty, Rebecca Primm. The STEM Center was transformed into the Skyway Art Gallery to display artwork from participating schools throughout the Skyway Conference.

Morton College's Nakiya McGee was awarded the Award of Merit Becky for Scolopendra, Marker on Paper.

Art Instructors Daniel Roman, Jane Stevens, Joe LoPresti, and Rebecca Prim worked putting together the Skyway Art Show. Instructor Jane Steven was given special credit for the Skyway Exhibition. Jane Stevens did a lot of work putting the show together.

Skyway Art participants:

Graciela Almazan; *"Is This My Shade?"* Mixed Media on Canvas - Best in Show Winner
Lizeth V. Arias Cardoso; *Beyond the Sea* - Mixed Media
Nakiya McGee; *Master Copy of Standing Male Figure* - Graphite on Paper
Jordy Guerrero; *Floating Pear* - Black and White Film Photography
Jordy Guerrero; *Rose* -Black and White Film Photography
Judy Jeske; *Oddball*- Mixed Media - Ceramic and Found Metal
Melissa Vargas; *All True Evil Masquerades* - Juror's Choice Winner

5.3. Skyway STEM

Instructors Sara Helmus and Asiyya Ashraf led the following Morton College students to present four posters at the Skyway STEM Competition on Friday, April 21, at Prairie State College.

Name: Daniela Barrera

Project Title: Effectiveness of Barbicide on Bacterial Spores

Project Synopsis: The presence of infection-causing bacterial spores on the surface of nail tools in salons is a real possibility. Barbicide is a commonly used disinfectant used to sanitize such

tools. The project aimed to examine the effectiveness of Barbicide at targeting bacterial spores, specifically *Bacillus subtilis* spores.

Name: Jonatan Gomez

Project Title: Alkalying to Us?

Project Synopsis: Alkaline water is all over grocery store shelves, and internet searches claim it offers a variety of benefits to the human body. However, studies still need to be done to support these claims. This experiment investigates whether the naturally acidic stomach environment will neutralize the alkaline properties of the water before any of the proposed benefits are able to occur.

Name: Evelin Contreras & Karla Contreras

Project Title: Am I Really Pure Olive Oil

Project Synopsis: This project investigates if different spectroscopy methods will reveal any The difference at the molecular level between regular and extra virgin olive oil, including whether or not the olive oil has been combined with other oils to reduce the cost of production.

Name: Amara Demetra Kelikian

Project Title: Biochemical Magnitude of Vinyl Chloride & Potassium Permanganate Using Combustion Analysis & Meteorological Data

Project Synopsis: An examination of recent chemical combustion events in Illinois and Ohio, this project investigates combustion analysis, real-time meteorological data, and toxicological effects of all compounds involved in the interest of exploring biological effects for current and future communities.

5.4. Student Awards at Illinois Community College Juried Exhibition Competition

5.5. Student Trustee, Osvaldo Perez

Student Trustee Osvaldo Perez was recognized by Gabriela Mata for his services as student trustee during 2023-2023.

6. Reports

6.1. ICCTA – ACCT - None

6.2. Student Trustee, Osvaldo Perez

Student Trustee reported on different student activities which took place on March 2023.

6.3. Out-of-State Travel Report - Information Only

7. President's Report

7.1. Capital Improvements

Architect Dominick Demonica presented on the Culinary Program – Phase 1.

7.1.1. Athletic Complex Renovation, DKA

Architect Dominick Demonica presented on the Athletic Complex Renovation.

7.2. Finance Review

Mireya Perez, Chief Financial Officer/Treasurer, provided an overview of the institution's finances for March 2023, including Operating Funds Revenues, Expenditures, and Education Fund Expenditures.

7.3. Paramedic Program

Laurie Cashman, Dean of Adult, Career, and Technical Education, presented an overview on the Paramedic Program.

8. Consent Agenda

Trustee Cannata made a motion to remove agenda item 8.7 to be taken for approval after approving the consent agenda.

Trustee Martinucci seconded the motion

Ayes: Trustees, Martinucci, Cannata, Grazzini, Hernandez and Reitz

Nays: none Motion carried

Trustee Martinucci made a motion to establish the Consent Agenda, which includes agenda items 8.1 to 8.28.1, as listed below

Trustee Grazzini seconded the motion

Ayes: Trustees, Martinucci, Cannata, Grazzini, Hernandez and Reitz

Nays: none Motion carried

Trustee Martinucci made a motion to approve the Consent Agenda

Trustee Cannata seconded the motion

Ayes: Trustees, Martinucci, Cannata, Grazzini, Hernandez and Reitz

Nays: none Motion carried

8.1. Approval of the Minutes of the Special Meeting of the Board held on February 28, 2023, and the Regular Meeting of the Board held on March 29, 2023.

8.2. Approval and ratification of accounts payable and payroll for the month of March 2023, in the amount of \$4,700,453.00, and budget transfers, in the amount of \$174,939.00.

8.3. Approval of the Monthly Budget Report for fiscal year to date ending in March 2023.

8.4. Approval of the Treasurer's Report for March 2023.

- 8.5. Approval of the renewal of the annual membership with the Association of Title IX Administrators (ATIXA), in the amount of \$4,999.00, effective April 1, 2023, to March 31, 2024.
- 8.6. Approval of the membership with the National College Testing Association, in the amount of \$500.00.
- 8.7. Approval of the membership with West Central Municipal Conference, in the amount of \$1,950.00.
- 8.8. Approval of the Morton College investment guidelines for fy24.
- 8.9. Approval of the purchase of four Cisco Catalysts 9300 from Nobletec, LLC, to sustain the cameras, Access Point, and support the new equipment in the IT Department, in the amount of \$47,849.69, funded by the HEERF grant.
- 8.10. Approval of the purchase of 50 iPads from Apple Inc., for the CNA Program, in the amount of \$26,000.00.
- 8.11. Approval of the purchase of 25 all-in-one computers and 25 monitors from CDW to update technology in classroom 320B, in the amount of \$37,456.25, funded by the HEERF grant.
- 8.12. Approval of the purchase of 50 Surface Pro Laptops from Microsoft for the Nursing Program, in the amount of \$33,451.50.
- 8.13. Approval of the lowest responsible bidder for phase 1 of the Culinary Arts Program facility renovation project to Reed Construction, in the amount of \$1,931,000.00.
- 8.14. Approval of the benefits package for eligible employees for fy24.
- 8.15. Approval of the list of Designated Depositories of excess funds for fy24.
- 8.16. Approval of the Compensation Report for the adjunct faculty members teaching English 101, 102, 086, 071, 076, 151, and 152, for the Fall 2023 semester, in the amount of \$5,762.10.
- 8.17. Approval of Building Services of America, LLC., as a single source provider for cleaning supplies, in the amount of \$25,000.00.
- 8.18. Approval of the renewal of the clinical affiliation agreement with The British Home for Retired Men & Women, for Health Sciences.
- 8.19. Approval of the memorandum of understanding with the Morton Arboretum.
- 8.20. Approval of the partnership agreement with Cicero District 99 for the ActUp Theatre Camp Program for young learners within the district from 4th to 8th grade.
- 8.21. Approval of the sabbatical leave request by Dr. Maria Romero Yuste, Spanish Faculty, for the Fall 2023 semester.

8.22. Approval to establish the following ad hoc committees of the Board, in accordance with Board Policy 1.5.7: Governance/HLC, Academic Programs/Nursing, and Physical Plant/Athletics/Campus Police.

8.23. Approval of Facility Use Permits

8.23.1. Peace Officers Memorial Foundation of Cook County, southeast parking lot, 8:00 a.m. - 10:30 a.m., May 10, 2023, at no cost.

8.23.2. Berwyn Recreation, soccer fields, 10:00 a.m. - 8:00 p.m. April 30 to August 31, 2023, at no cost.

8.23.3. Lyons Elementary School District 103, Edison School 5th Grade Farewell, JPAC Theatre, May 23, 2023, at no cost.

8.23.4. Latino Youth High School, Graduation Ceremony, JPAC Theatre, June 8, 2023, at no cost.

8.24. Approval of Full-Time Employment

8.24.1. Cara Bonick, Director of Physical Therapy Program, \$95,000.00, effective July 1, 2023.

8.24.2. Adam Bradley, Assistant Director of Facilities and Operations, \$80,000.00, effective April 27, 2023.

8.25. Approval of Part-Time Employment

8.25.1. Cara Huff, STEAMers Camp Instructor, \$50/hr., effective June 26, 2023.

8.25.2. Agustin Alamo, STEAMers Summer Camp Counselor, \$18.00/hr., effective June 26, 2023.

8.25.3. Alyssa Marmolejo, STEAMers Summer Camp Counselor, \$18/hr., effective June 26, 2023.

8.26. Approval of New Job Descriptions

8.26.1. Paramedic Program Director

8.26.2. Adjunct Instructor, Paramedic

8.26.3. Clinical Coordinator for Paramedic

8.26.4. Student Aide, Adult, and Career Technical Education

8.27. Approval of Updated Job Descriptions

8.27.1. Data Support Specialist

8.27.2. Vice President of Institutional Advancement and Innovation

8.28. Approval of Terminations

8.28.1. Daniel Smith, Campus Police Officer (Part-Time), effective March 27, 2023.

Trustee Martinucci made a motion to approve item 8.7, which was removed from the consent agenda.

Trustee Reitz seconded the motion

Ayes: Trustees, Martinucci, Grazzini, Hernandez and Reitz

Nays: none Trustee Cannata abstained from voting Motion carried

9. Adjournment

Trustee Martinucci made a motion to adjourn the Regular Board Meeting

Trustee Reitz seconded the motion

All ayes Meeting adjourned at 12:35 p.m.



MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527

Minutes for the Special Board Meeting

Friday, July 7, 2023, 10:30 a.m.

1. Call to Order

The Regular Meeting of the Board of Trustees of Morton College was held on Friday, July 7, 2023, beginning at 10:30 a.m., at the Morton College Jedlicka Performing Arts Center, located at 3801 South, Central Ave, Cicero, IL.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance

3. Roll Call

Present:

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

Also, Present:

Dr. Keith D. McLaughlin, Interim President – via conference call
Edward Wong, Attorney, Del Galdo Law Group, LLC

4. Citizen Comments

None

5. Closed Session

Discussion Regarding The Appointment, Employment, Compensation, Discipline, Performance Or Dismissal Of Specific Employees of the Public Body or Legal Counsel For The Public Body (Consideration Of This Matter Held In Closed Meeting/Executive Session Pursuant To 5 ILCS 120/2(c)(1)).

6. Termination of Chief of Campus Police

Trustee Martinucci made a motion to approve item 6, termination of Thomas Tate
Trustee Reitz seconded the motion.

Ayes: Trustees, Reitz, Montiel, Martinucci, Grazzini, Collazo, Cannata

Nays: Hernandez

Motion carried

9. Adjournment

Trustee Collazo made a motion to adjourn the Special Board Meeting

Trustee Montiel seconded the motion

All ayes Meeting adjourned at 11:47 a.m.

From: [Mireya Perez](#)
To: [Board Materials](#)
Cc: [Keith McLaughlin](#)
Subject: Board action
Date: Tuesday, August 15, 2023 11:49:37 AM
Attachments: [Board AS Totals 6.30.23.pdf](#)
[BT 6.30.23.pdf](#)
[Check Register 6.30.23.pdf](#)
[Over 10k June 2023.pdf](#)

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JUNE 2023 IN THE AMOUNT OF \$3,583,384 AND BUDGET TRANSFERS IN THE AMOUNT OF \$14,000 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,



Mireya Perez, CPA
Chief Financial Officer/Treasurer
P: (708) 656-8000, Ext. 2289
E: mireya.perez@morton.edu
www.morton.edu

Summer Hours: May 26, 2023 – August 11, 2023
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of June 2023, be approved and/or ratified in the amount of \$3,583,384 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	06/30/2023	1,794,528
Payroll	06/15/2023	835,588
Payroll	06/30/2023	824,624
Student Refunds	06/30/2023	<u>39,223</u>
		3,493,963

O&M Restricted Fund (03)

Cash Disbursements - Monthly	06/30/2023	<u>89,421</u>
TOTAL ALL FUNDS		<u><u>\$3,583,384</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$14,000 be approved as outlined on the attached Journal No. 1-4 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 23rd day of August by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Bank Code: 01 General Checking
GL Account No: 01-0000-00000-1100000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
0113976	06/01/23	Recon	0214174	Almas Garden Floral Cout	V0182018	05/30/23		880.00		880.00
					V0182023	05/30/23		1,157.50		1,157.50
					V0182024	05/30/23		1,300.00		1,300.00
								3,337.50		3,337.50
0113977	06/01/23	Recon	0000749	Ms Jennifer L. Angeliilli	V0181882	05/23/23		221.00		221.00
								221.00		221.00
0113978	06/01/23	Recon	0210192	Suzanne Domaracki	V0181880	05/23/23		495.00		495.00
								495.00		495.00
0113979	06/01/23	Recon	0205419	Andrew P. Fines	V0181896	05/24/23		485.00		485.00
								485.00		485.00
0113980	06/01/23	Recon	0197670	Mrs. Leslie Graham	V0181881	05/23/23		255.00		255.00
								255.00		255.00
0113981	06/01/23	Recon	0001061	ICCTA	V0181993	05/30/23		235.00		235.00
								235.00		235.00
0113982	06/01/23	Recon	0205567	Ms. Courtney O'Brien	V0181819	05/22/23		31.96		31.96
								31.96		31.96
0113983	06/01/23	Outst	0197678	Mrs. Katherine J. Skursk	V0181911	05/25/23		212.27		212.27
								212.27		212.27
0113984	06/01/23	Recon	0161559	Michelle Sosa	V0181879	05/23/23		330.00		330.00
								330.00		330.00
0113985	06/08/23	Recon	0007800	Ms. Iris N. Corral	V0182158	05/31/23		114.90		114.90
								114.90		114.90
0113986	06/08/23	Recon	0202678	Mr. Mihir Dharwadkar	V0182124	05/31/23		3,000.00		3,000.00
								3,000.00		3,000.00
0113987	06/08/23	Recon	0023209	Alexa Duran	V0181883	05/23/23		200.00		200.00
								200.00		200.00

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-1100000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
0113988	06/08/23	Recon	0214955	Mr. Samuel Gamino	V0182164	06/05/23		218.00		218.00
								218.00		218.00
0113989	06/08/23	Recon	0000724	Dr. Brian R. Gilligan	V0182151	05/31/23		2,000.00		2,000.00
					V0182177	06/05/23		50.00		50.00
								2,050.00		2,050.00
0113990	06/08/23	Outst	0003157	Mrs. Toula D. Kelikian	V0182190	06/06/23		1,171.97		1,171.97
								1,171.97		1,171.97
0113991	06/08/23	Recon	0169153	Ms. Amy L. Kinney	V0182162	06/01/23		425.00		425.00
								425.00		425.00
0113992	06/08/23	Recon	0185273	Rodolfo Miranda	V0182188	06/06/23		99.00		99.00
								99.00		99.00
0113993	06/08/23	Recon	0186014	Jason S. Monaco	V0182155	05/31/23		90.00		90.00
								90.00		90.00
0113994	06/08/23	Recon	0177526	Mr. Tom L. Pierce	V0182133	05/31/23		2,000.00		2,000.00
								2,000.00		2,000.00
0113995	06/08/23	Outst	0197705	Ms. Trisha D. Russo	V0182140	05/31/23		1,000.00		1,000.00
								1,000.00		1,000.00
0113996	06/08/23	Recon	0214072	Natalia Saraceno	V0181884	05/23/23		100.00		100.00
								100.00		100.00
0113997	06/08/23	Outst	0000897	Mr. Donald A. Sykora	V0181914	05/25/23		2,000.00		2,000.00
								2,000.00		2,000.00
0113998	06/08/23	Recon	0188378	Tania L. Venegas	V0182187	06/06/23		99.00		99.00
								99.00		99.00
0113999	06/08/23	Outst	0200289	Ms. Amanda L. Young	V0182159	05/31/23		1,200.00		1,200.00
								1,200.00		1,200.00
0114009	06/15/23	Recon	0177469	Bright Start College Sav	V0182351	06/15/23		100.00		100.00

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-1100000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
0114010	06/15/23	Outst	0001371	Colonial Life & Accident	V0182355	06/15/23		12.00		12.00
0114011	06/15/23	Outst	0101061	Morton College Faculty	V0182353	06/15/23		12.00		12.00
0114012	06/15/23	Recon	0001563	State Disbursement Unit	V0182363	06/15/23		4.17		4.17
0114013	06/15/23	Recon	0218573	Strategic Solutions Serv	V0182362	06/15/23		4.17		4.17
0114014	06/15/23	Recon	0196815	Advance Auto Parts	V0182383	06/14/23	B0005338	961.71		961.71
0114015	06/15/23	Recon	0175113	Algor Plumbing	V0182432	06/14/23	B0004945	961.71		961.71
0114016	06/15/23	Recon	0000971	American Red Cross	V0182438	06/14/23	P0013821	100.00		100.00
0114017	06/15/23	Recon	0000977	Apple, Inc.	V0182342	06/14/23	B0005310	100.00		100.00
0114018	06/15/23	Outst	0001350	APTA	V0182196	06/07/23		14.58		14.58
0114019	06/15/23	Recon	0211568	Artistic Engraving	V0182529	06/15/23	P0013788	484.06		484.06
0114020	06/15/23	Recon	0000973	AT&T	V0182530	06/15/23	P0013788	1,260.00		1,260.00
0114021	06/15/23	Recon	0000973	AT&T	V0182531	06/15/23	P0013788	484.06		484.06
								1,260.00		1,260.00
								1,260.00		1,260.00
								594.00		594.00
								16,698.00		16,698.00
								17,292.00		17,292.00
								800.00		800.00
								800.00		800.00
								270.50		270.50
								75.00		75.00
								225.00		225.00
								570.50		570.50
								942.68		942.68
								942.68		942.68
								928.02		928.02

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-1100000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
0114022	06/15/23	Recon	0001953	AT&T Mobility	V0182313	06/14/23	B0004722	928.02		928.02
0114023	06/15/23	Recon	0214691	Bee Liner Lean Services	V0182433	06/14/23	B0005354	2,102.00		2,102.00
					V0182437	06/14/23	B0004851	2,102.00		2,102.00
								990.00		990.00
								141,410.10		141,410.10
								142,400.10		142,400.10
0114024	06/15/23	Recon	0000986	Berwyn Development Corp	V0182444	06/14/23	P0013839	1,400.00		1,400.00
								1,400.00		1,400.00
0114025	06/15/23	Recon	0219389	Brookshandyman & Assembl	V0182525	06/15/23	P0013838	280.00		280.00
								280.00		280.00
0114026	06/15/23	Recon	0000995	Bureau Water/Sewer Town	V0182396	06/14/23	B0004924	198.10		198.10
								198.10		198.10
0114027	06/15/23	Recon	0001593	CDW Government LLC	V0180820	04/13/23	P0013151	17,862.50		17,862.50
					V0180822	04/13/23	P0013072	303.78		303.78
					V0182535	06/15/23	P0013485	20,656.00		20,656.00
					V0182539	06/15/23	P0013485	11,619.00		11,619.00
								50,441.28		50,441.28
0114028	06/15/23	Recon	0001195	Cintas Corporation	V0182388	06/14/23	B0005331	258.24		258.24
					V0182422	06/14/23	B0004724	223.27		223.27
					V0182423	06/14/23	B0004690	232.28		232.28
					V0182424	06/14/23	B0005331	258.24		258.24
								972.03		972.03
0114029	06/15/23	Recon	0001195	Cintas Corporation	V0182386	06/14/23	B0005331	258.24		258.24
					V0182387	06/14/23	B0005331	258.24		258.24
								516.48		516.48
0114030	06/15/23	Recon	0219791	Coats Company LLC	V0182521	06/15/23	P0013845	575.55		575.55
								575.55		575.55
0114031	06/15/23	Outst	0001752	Comcast	V0182312	06/14/23	B0004698	251.69		251.69
								251.69		251.69

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0114032	06/15/23	Recon	0001676	Del Galdo Law Group, LLC	V0182263	06/13/23	B0004825	10,286.25		10,286.25
					V0182264	06/13/23	B0004825	57.20		57.20
					V0182265	06/13/23	B0004825	3,415.50		3,415.50
								13,758.95		13,758.95
0114033	06/15/23	Outst	0001711	Demonica Kemper Architec	V0182417	06/14/23	B0005208	500.00		500.00
					V0182418	06/14/23	B0005208	6,164.90		6,164.90
					V0182419	06/14/23	B0005208	7,335.10		7,335.10
					V0182420	06/14/23	B0005208	2,243.30		2,243.30
					V0182421	06/14/23	B0005208	1,489.85		1,489.85
								17,733.15		17,733.15
0114034	06/15/23	Recon	0169533	Digital Pix Composites	V0182479	06/15/23	P0013371	1,693.00		1,693.00
0114035	06/15/23	Recon	0212760	F.E. Moran, Inc.	V0182436	06/14/23	B0004850	151,305.00		151,305.00
								151,305.00		151,305.00
0114036	06/15/23	Recon	0001029	Fed Ex	V0182400	06/14/23	B0004750	88.69		88.69
								88.69		88.69
0114037	06/15/23	Recon	0001034	Flinn Scientific Inc	V0182490	06/15/23	P0013723	867.38		867.38
								867.38		867.38
0114038	06/15/23	Recon	0213970	Osbaldo Gomez	V0182527	06/15/23	P0013810	1,037.00		1,037.00
								1,037.00		1,037.00
0114039	06/15/23	Recon	0210378	Hinckley Springs	V0182391	06/14/23	B0004814	44.94		44.94
								44.94		44.94
0114040	06/15/23	Recon	0001068	ILICO, Inc.	V0182390	06/14/23	B0005347	131.40		131.40
					V0182402	06/14/23	B0005347	43.11		43.11
					V0182405	06/14/23	B0005347	64.00		64.00
					V0182406	06/14/23	B0005347	136.24		136.24
					V0182407	06/14/23	B0005347	243.35		243.35
								618.10		618.10
0114041	06/15/23	Recon	0001647	Iron Mountain	V0182315	06/14/23	B0005353	745.27		745.27
								745.27		745.27

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0114042	06/15/23	Outst	0193439	ISTE	V0182491	06/15/23	P0013699	295.00		295.00
								295.00		295.00
0114043	06/15/23	Recon	0193931	Johnson Controls Inc	V0182408	06/14/23	B0005348	870.50		870.50
								870.50		870.50
0114044	06/15/23	Recon	0003320	Matco Tools	V0182463	06/14/23	P0013705	213.15		213.15
								213.15		213.15
0114045	06/15/23	Recon	0219792	Michael McGreal	V0182431	06/14/23	B0005359	4,012.50		4,012.50
								4,012.50		4,012.50
0114046	06/15/23	Recon	0001871	NACE	V0182483	06/15/23	P0013738	1,775.00		1,775.00
								1,775.00		1,775.00
0114047	06/15/23	Recon	0001529	New Pocket Nurse	V0182536	06/15/23	P0013758	536.67		536.67
								536.67		536.67
0114048	06/15/23	Recon	0002406	Paisans Pizza	V0182520	06/15/23	P0013844	1,092.00		1,092.00
					V0182524	06/15/23	P0013831	466.00		466.00
					V0182528	06/15/23	P0013802	306.50		306.50
					V0182532	06/15/23	P0013789	147.26		147.26
					V0182537	06/15/23	P0013747	276.50		276.50
								2,288.26		2,288.26
0114049	06/15/23	Recon	0217317	Panera, LLC	V0182492	06/15/23	P0013702	515.42		515.42
					V0182493	06/15/23	P0013668	527.73		527.73
					V0182533	06/15/23	P0013763	610.35		610.35
								1,653.50		1,653.50
0114050	06/15/23	Recon	0205866	Party People Entertainme	V0182489	06/15/23	P0013733	3,800.00		3,800.00
								3,800.00		3,800.00
0114051	06/15/23	Outst	0169197	Porter Pipe & Supply Co.	V0182464	06/14/23	P0013615	71.43		71.43
								71.43		71.43
0114052	06/15/23	Recon	0101053	Qualtrics LLC	V0182447	06/14/23	P0013833	3,500.00		3,500.00
								3,500.00		3,500.00

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0114053	06/15/23	Recon	0188235	Quench USA	V0182427	06/14/23	B0005352	26.47		26.47
								26.47		26.47
0114054	06/15/23	Outst	0196722	Sense Media LLC	V0182440	06/14/23	P0013823	550.50		550.50
								550.50		550.50
0114055	06/15/23	Recon	0219500	Sweets by Liz LLC	V0182442	06/14/23	P0013834	1,750.00		1,750.00
					V0182443	06/14/23	P0013835	1,750.00		1,750.00
								3,500.00		3,500.00
0114056	06/15/23	Recon	0155715	Technology Management Re	V0182348	06/14/23	B0004664	1,141.05		1,141.05
								1,141.05		1,141.05
0114057	06/15/23	Outst	0193842	Thielsen Enterprises	V0182523	06/15/23	P0013825	300.00		300.00
								300.00		300.00
0114058	06/15/23	Recon	0002594	Training Concepts, Inc.	V0182456	06/14/23	P0013798	80.95		80.95
					V0182534	06/15/23	P0013750	983.45		983.45
								1,064.40		1,064.40
0114059	06/15/23	Recon	0187642	Trane U.S. Inc	V0182385	06/14/23	B0005332	2,301.00		2,301.00
					V0182425	06/14/23	B0005350	1,253.00		1,253.00
					V0182426	06/14/23	B0005351	1,253.00		1,253.00
								4,807.00		4,807.00
0114060	06/15/23	Recon	0164582	TruTech Tools, LTD.	V0182450	06/14/23	P0013322	889.00		889.00
					V0182451	06/14/23	P0013431	994.50		994.50
								1,883.50		1,883.50
0114061	06/15/23	Recon	0219673	Underwood Distributing C	V0182526	06/15/23	P0013760	524.04		524.04
								524.04		524.04
0114062	06/15/23	Recon	0200282	Victor M. Albanil Beltra	V0182519	06/15/23	P0013843	150.00		150.00
								150.00		150.00
0114063	06/15/23	Recon	0166312	Wells Fargo Equipment F	V0182311	06/14/23	B0005087	1,310.40		1,310.40
								1,310.40		1,310.40
0114064	06/15/23	Recon	0219749	Windy City Fieldhouse	V0182522	06/15/23	P0013822	4,550.00		4,550.00

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0114065	06/15/23	Recon	0217981	Yellow Media, LLC	V0182403	06/14/23	B0005188	6,250.00		6,250.00
0114066	06/15/23	Outst	0194148	Vivian A. Bolden	V0180478	04/05/23		209.01		209.01
0114067	06/15/23	Outst	0003321	Chicago SHRM	V0182198	06/07/23		150.00		150.00
0114068	06/15/23	Outst	0219782	Comp Edge, Inc.	V0182212	06/12/23		340.00		340.00
0114069	06/15/23	Outst	0200047	Ms. Carissa Davis	V0181458	05/09/23		300.00		300.00
					V0181459	05/09/23		81.13		81.13
								381.13		381.13
0114070	06/15/23	Recon	0205419	Andrew P. Fines	V0182206	06/08/23		99.00		99.00
0114071	06/15/23	Recon	0219763	Jodi's Italian Ice Facto	V0182261	06/13/23		691.32		691.32
0114072	06/15/23	Recon	0205567	Mrs. Courtney O'Brien	V0180912	04/18/23		2,404.93		2,404.93
								2,404.93		2,404.93
0114073	06/15/23	Recon	0180020	Keyvyn Rodriguez	V0182207	06/08/23		99.00		99.00
0114074	06/15/23	Recon	0000787	Mrs. Monica Rosas	V0182202	06/07/23		438.97		438.97
								438.97		438.97
0114105	06/22/23	Outst	0000995	Bureau Water/Sewer Town	V0182587	06/21/23		198.10		198.10
					V0182588	06/21/23		198.10		198.10
					V0182589	06/21/23		834.30		834.30
					V0182590	06/21/23		313.98		313.98
					V0182603	06/21/23		198.10		198.10
					V0182605	06/21/23		198.10		198.10
								1,940.68		1,940.68

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0114106	06/22/23	Recon	0198416	Ava R. Carter	V0182577	06/20/23		800.00		800.00
								800.00		800.00
0114107	06/22/23	Outst	0213933	Esther P. Gonzalez	V0182397	06/14/23		378.40		378.40
								378.40		378.40
0114108	06/22/23	Recon	0194366	Kelby K. Gray	V0182575	06/20/23		800.00		800.00
								800.00		800.00
0114109	06/22/23	Recon	0219763	Jodi's Italian Ice	V0182586	06/21/23		600.88		600.88
								600.88		600.88
0114110	06/22/23	Void	0003157	Mrs. Toulou D. Keikikian				2,415.00		2,415.00
0114111	06/22/23	Outst	0219634	Kristen B Dahl	V0182294	06/14/23		2,415.00		2,415.00
								2,415.00		2,415.00
0114112	06/22/23	Recon	0003232	Ms. Lisa A. Mathelier	V0182572	06/20/23		34.00		34.00
								34.00		34.00
0114113	06/22/23	Outst	0000787	Mrs. Monica Rosas	V0182566	06/15/23		1,648.17		1,648.17
								1,648.17		1,648.17
0114114	06/22/23	Recon	0219765	Emma K. Troncoso	V0182574	06/20/23		800.00		800.00
								800.00		800.00
0114132	06/29/23	Outst	0177469	Bright Start College Sav	V0182824	06/29/23		100.00		100.00
								100.00		100.00
0114133	06/29/23	Outst	0001371	Colonial Life & Accident	V0182828	06/29/23		12.00		12.00
								12.00		12.00
0114134	06/29/23	Outst	0101061	Morton College Faculty	V0182826	06/29/23		4.17		4.17
								4.17		4.17
0114135	06/29/23	Outst	0001563	State Disbursement Unit	V0182836	06/29/23		961.71		961.71
								961.71		961.71

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0114136	06/29/23	Outst	0218573	Strategic Solutions Serv	V0182835	06/29/23		100.00		100.00
								100.00		100.00
0114137	06/29/23	Outst	0202280	4AllPromos LLC	V0182864	06/29/23	P0013801	1,033.58		1,033.58
								1,033.58		1,033.58
0114138	06/29/23	Outst	0186287	Amity Hospital Service I	V0182757	06/28/23	B0004961	550.00		550.00
								550.00		550.00
0114139	06/29/23	Outst	0218783	AngMir Hecho Con Carino	V0182925	06/29/23	P0013739	450.00		450.00
								450.00		450.00
0114140	06/29/23	Outst	0000977	Apple, Inc.	V0182713	06/28/23	B0005356	6,192.00		6,192.00
					V0182733	06/28/23	B0005356	351.00		351.00
					V0182762	06/28/23	B0005330	377,590.00		377,590.00
					V0182763	06/28/23	B0005330	38,120.00		38,120.00
					V0182788	06/28/23	B0005356	3,905.00		3,905.00
								426,158.00		426,158.00
0114141	06/29/23	Outst	0198820	Asure Software	V0182768	06/28/23	B0004728	131.99		131.99
								131.99		131.99
0114142	06/29/23	Void	0001953	AT&T Mobility			B0004728			
0114143	06/29/23	Outst	0001401	AZ Commercial	V0182798	06/28/23	B0004841	186.61		186.61
					V0182799	06/28/23	B0004841	69.99		69.99
								256.60		256.60
0114144	06/29/23	Outst	0211963	Beat the Streets Chicago	V0182917	06/29/23	P0013877	2,000.00		2,000.00
								2,000.00		2,000.00
0114145	06/29/23	Outst	0214691	Bee Liner Lean Services	V0182715	06/28/23	B0005369	4,149.00		4,149.00
								4,149.00		4,149.00
0114146	06/29/23	Outst	0194139	Berwyn's Violet Flower S	V0182766	06/28/23	B0004720	115.00		115.00
					V0182767	06/28/23	B0004720	115.00		115.00
								230.00		230.00
0114147	06/29/23	Outst	0001399	Bio-Rad Laboratories	V0182839	06/29/23	P0013744	97.54		97.54
					V0182889	06/29/23	P0013744	97.54		97.54

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0114148	06/29/23	Outst	0219389	Brookshandyman & Assembl	V0182902	06/29/23	P0013863	195.08		195.08
					V0182903	06/29/23	P0013863	550.00		550.00
					V0182904	06/29/23	P0013863	550.00		550.00
					V0182910	06/29/23	P0013882	140.00		140.00
								1,790.00		1,790.00
0114149	06/29/23	Outst	0001195	Cintas Corporation	V0182754	06/28/23	B0005331	258.24		258.24
					V0182782	06/28/23	B0005331	258.24		258.24
								516.48		516.48
0114150	06/29/23	Outst	0001752	Comcast	V0182795	06/28/23	B0005262	6.30		6.30
					V0182796	06/28/23	B0005262	304.85		304.85
					V0182797	06/28/23	B0004768	78.79		78.79
								389.94		389.94
0114151	06/29/23	Outst	0001013	ComEd	V0182794	06/28/23	B0004716	24,060.36		24,060.36
								24,060.36		24,060.36
0114152	06/29/23	Outst	0001013	ComEd	V0182793	06/28/23	B0004746	296.27		296.27
								296.27		296.27
0114153	06/29/23	Outst	0219614	ESCALA Educational Servi	V0182857	06/29/23	P0013728	7,200.00		7,200.00
								7,200.00		7,200.00
0114154	06/29/23	Outst	0001029	Fed Ex	V0182777	06/28/23	B0004750	28.62		28.62
					V0182778	06/28/23	B0004750	7.80		7.80
								36.42		36.42
0114155	06/29/23	Outst	0001033	Fisher Scientific Compan	V0182843	06/29/23	P0013729	9,544.32		9,544.32
					V0182844	06/29/23	P0013741	2,594.35		2,594.35
					V0182845	06/29/23	P0013716	899.23		899.23
					V0182846	06/29/23	P0013686	80.96		80.96
								13,118.86		13,118.86
0114156	06/29/23	Outst	0001034	Flinn Scientific Inc	V0182818	06/29/23	P0013471	91.44		91.44
					V0182865	06/29/23	P0013748	19.90		19.90
								111.34		111.34
0114157	06/29/23	Outst	0196370	Follett Higher Education	V0182640	06/22/23		37,604.00		37,604.00

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0114158	06/29/23	Outst	0219722	High Point Scientific	V0182848	06/29/23	P0013837	37,604.00		37,604.00
0114159	06/29/23	Outst	0218623	Howies Athletic Tape	V0182852	06/29/23	P0013112	885.00		885.00
0114160	06/29/23	Outst	0001068	ILLCO, Inc.	V0182755	06/28/23	B0005347	3,732.00		3,732.00
0114161	06/29/23	Outst	0001848	Jack Phelan Chevrolet	V0182810	06/29/23	B0005362	313.91		313.91
0114162	06/29/23	Outst	0001289	Menards	V0182813	06/29/23	B0005364	1,423.24		1,423.24
0114163	06/29/23	Outst	0194501	Michael Kautz Carpets &	V0182724	06/28/23	B0004692	1,737.15		1,737.15
0114164	06/29/23	Outst	0208924	Niccor Gas	V0182779	06/28/23	B0004712	11.09		11.09
0114165	06/29/23	Outst	0002406	Paisans Pizza	V0182714	06/28/23	B0005368	56.42		56.42
0114166	06/29/23	Outst	0164471	Promotions Now	V0182724	06/28/23	B0004692	67.51		67.51
0114167	06/29/23	Outst	0001835	Ray O'Herron Co. of Oakb	V0182714	06/28/23	B0005368	190.83		190.83
					V0182779	06/28/23	B0004712	900.00		900.00
					V0182899	06/29/23	P0013853	2,237.71		2,237.71
					V0182900	06/29/23	P0013854	2,237.71		2,237.71
					V0182901	06/29/23	P0013857	127.90		127.90
					V0182905	06/29/23	P0013865	420.00		420.00
					V0182907	06/29/23	P0013830	466.00		466.00
					V0182921	06/29/23	P0013847	85.47		85.47
					V0182922	06/29/23	P0013848	85.47		85.47
					V0182923	06/29/23	P0013849	85.47		85.47
					V0182820	06/29/23	P0013305	1,818.21		1,818.21
					V0182820	06/29/23	P0013305	777.06		777.06
					V0182820	06/29/23	P0013305	777.06		777.06
					V0182809	06/29/23	B0005247	610.13		610.13
					V0182809	06/29/23	B0005247	610.13		610.13

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0114168	06/29/23	Outst	0001742	Scout Electric Supply Co	V0182772	06/28/23	B0004697	267.50		267.50
								267.50		267.50
0114169	06/29/23	Outst	0168276	SmartDeploy, LLC	V0182860	06/29/23	P0013832	3,979.00		3,979.00
								3,979.00		3,979.00
0114170	06/29/23	Outst	0155715	Technology Management Re	V0182726	06/28/23	B0004664	1,141.05		1,141.05
								1,141.05		1,141.05
0114171	06/29/23	Outst	0001006	Town of Cicero	V0182774	06/28/23	B0004681	89.00		89.00
								89.00		89.00
0114172	06/29/23	Outst	0219424	TriMark Marlinn LLC	V0182840	06/29/23	P0013652	4,196.29		4,196.29
								4,196.29		4,196.29
0114173	06/29/23	Outst	0164582	TruTech Tools, LTD.	V0182862	06/29/23	P0013610	989.83		989.83
								989.83		989.83
0114174	06/29/23	Outst	0001406	Wex Bank	V0182790	06/28/23	B0005281	278.29		278.29
					V0182791	06/28/23	B0005269	1,255.42		1,255.42
					V0182792	06/28/23	B0004731	284.15		284.15
								1,817.86		1,817.86
0114175	06/29/23	Outst	0169532	Wilpen Environmental Ser	V0182819	06/29/23	P0013540	985.00		985.00
								985.00		985.00
0114176	06/29/23	Outst	0001953	AT&T Mobility	V0182773	06/28/23	B0004700	40.74		40.74
								40.74		40.74
0114177	06/29/23	Outst	0001953	AT&T Mobility	V0182722	06/28/23	B0005029	84.30		84.30
					V0182723	06/28/23	B0004722	144.96		144.96
								229.26		229.26
0114178	06/29/23	Outst	0156097	ACI Payments, Inc.	V0182649	06/26/23		6,247.02		6,247.02
								6,247.02		6,247.02
0114179	06/29/23	Outst	0194970	Larissa A. Arias	V0182617	06/21/23		107.00		107.00
								107.00		107.00

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0114180	06/29/23	Outst	0003006	Ms Harriet E. Fram	V0182639	06/22/23		61.92		61.92
								61.92		61.92
0114181	06/29/23	Outst	0000724	Dr. Brian R. Gilligan	V0182596	06/21/23		155.00		155.00
					V0182655	06/27/23		50.00		50.00
								205.00		205.00
0114182	06/29/23	Outst	0198281	Marisol A. Lopez	V0182595	06/21/23		307.00		307.00
								307.00		307.00
0114183	06/29/23	Outst	0193282	Anely Marquez	V0182615	06/21/23		107.00		107.00
								107.00		107.00
0114184	06/29/23	Outst	0203432	Jeaney Marquez	V0182608	06/21/23		107.00		107.00
								107.00		107.00
0114185	06/29/23	Outst	0183993	Dr. Shannon Martino	V0182583	06/21/23		695.00		695.00
								695.00		695.00
0114186	06/29/23	Outst	0219811	Nancy E DeMuro	V0182309	06/14/23		2,460.00		2,460.00
								2,460.00		2,460.00
0114187	06/29/23	Outst	0214798	Paleteria Azteca #2	V0182663	06/27/23		864.00		864.00
								864.00		864.00
0114188	06/29/23	Outst	0001133	Pitney Bowes Inc	V0182653	06/27/23		211.96		211.96
								211.96		211.96
0114189	06/29/23	Outst	0000752	Mr. Eric J. Porod	V0182696	06/27/23		425.00		425.00
								425.00		425.00
0114190	06/29/23	Outst	0188076	Ms Aurelia E. Ramirez	V0182654	06/27/23		127.86		127.86
								127.86		127.86
0114191	06/29/23	Outst	0185975	Emmairiz Ramirez	V0182611	06/21/23		107.00		107.00
								107.00		107.00
0114192	06/29/23	Outst	0000860	Ms. Cheryl A. Schoepf	V0182677	06/27/23		425.00		425.00
								425.00		425.00

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0114193	06/29/23	Outst	0057832	Thomas P. Tate	V0182585	06/21/23		425.00		425.00
0114194	06/29/23	Outst	0188378	Tania L. Venegas	V0182645	06/26/23		116.83		116.83
E0020824	06/01/23	Outst	0209905	Teresa L. Alderman	V0181410	05/08/23		485.00		485.00
E0020825	06/07/23	Outst	0193694	Angelica C. Alvarado	V0182165	06/05/23		485.00		485.00
E0020826	06/07/23	Outst	0085548	Geanabelle Chapp	V0182043	05/30/23		2,000.00		2,000.00
E0020827	06/07/23	Outst	0209596	Ms. Anayeli Fuentes	V0182161	06/01/23		425.00		425.00
E0020828	06/07/23	Outst	0201566	Dana M. Hasan	V0182185	06/06/23		713.33		713.33
E0020829	06/07/23	Outst	0165694	Dr. Sara E. Helmus	V0181912	05/25/23		713.33		713.33
E0020830	06/07/23	Outst	0182233	Carla M. Hernandez	V0182183	06/06/23		1,550.00		1,550.00
E0020831	06/07/23	Outst	0197664	Ms. Claudia Mosqueda	V0182189	06/06/23		1,550.00		1,550.00
E0020832	06/07/23	Outst	0000820	Ms. Tsonka I. Pencheva	V0182160	06/01/23		99.00		99.00
E0020833	06/07/23	Outst	0000953	Ms. Lilliana Raygoza	V0182166	06/05/23		99.00		99.00
								1,000.00		1,000.00
								1,000.00		1,000.00
								584.00		584.00
								584.00		584.00
								691.10		691.10
								161.13		161.13
								852.23		852.23
								97.94		97.94
								97.94		97.94
								1,208.21		1,208.21
								1,208.21		1,208.21

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E0020834	06/07/23	Outst	0199375	Ms. Erin Strauts	V0182163	06/05/23		2,000.00		2,000.00
								2,000.00		2,000.00
E0020835	06/07/23	Outst	0005802	Ms. Juhelia T. Thompson	V0181913	05/25/23		1,000.00		1,000.00
								1,000.00		1,000.00
E0020836	06/07/23	Outst	0212851	Get Moore Softball	V0181411	05/08/23		1,700.00		1,700.00
								1,700.00		1,700.00
E0020853	06/14/23	Outst	0003324	Ms Erika J. Alonso	V0182181	06/06/23		127.48		127.48
								127.48		127.48
E0020854	06/14/23	Outst	0000809	Mr. Hernan Alonso	V0182193	06/06/23		425.00		425.00
								425.00		425.00
E0020855	06/14/23	Outst	0166823	Gabriela Avila	V0182191	06/06/23		269.92		269.92
								269.92		269.92
E0020856	06/14/23	Outst	0182499	Mrs. Mary J. Buongiorno	V0182197	06/07/23		997.49		997.49
								997.49		997.49
E0020857	06/14/23	Outst	0191515	Vinnette L. Carter	V0182209	06/08/23		99.00		99.00
								99.00		99.00
E0020858	06/14/23	Outst	0180709	Andrea Cervantes	V0182214	06/12/23		425.00		425.00
								425.00		425.00
E0020859	06/14/23	Outst	0200047	Ms. Carissa Davis	V0181887	05/23/23		238.05		238.05
								238.05		238.05
E0020860	06/14/23	Outst	0212368	J. Gary Dennis	V0182178	06/05/23		475.59		475.59
								475.59		475.59
E0020861	06/14/23	Outst	0214955	Mr. Samuel Gamino	V0182194	06/06/23		207.00		207.00
								207.00		207.00
E0020862	06/14/23	Outst	0000021	Ms Linda Koutny	V0182179	06/05/23		400.00		400.00
								400.00		400.00

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E0020863	06/14/23	Outst	0204642	George Martinez	V0182184	06/06/23		480.00		480.00
E0020864	06/14/23	Outst	0017224	Ms Gabriela Mata	V0181901	05/25/23		666.21		666.21
E0020865	06/14/23	Outst	0190911	Lissette Melgoza	V0182195	06/06/23		425.00		425.00
E0020866	06/14/23	Outst	0126790	Senada Memed	V0182208	06/08/23		99.00		99.00
E0020867	06/14/23	Outst	0185987	Jennifer Ortega, SR	V0182205	06/08/23		99.00		99.00
E0020868	06/14/23	Outst	0000820	Ms. Tsonka I. Pencheva	V0182203	06/08/23		333.00		333.00
E0020869	06/14/23	Outst	0199432	Ivan M. Tejada	V0182186	06/06/23		600.00		600.00
E0020870	06/14/23	Outst	0005802	Ms. Juhelia T. Thompson	V0182201	06/07/23		263.96		263.96
E0020871	06/14/23	Outst	0158266	Mr. Christopher J. Wido	V0182211	06/12/23		424.80		424.80
E0020872	06/15/23	Outst	0001422	CCCTU-Cope Fund	V0182352	06/15/23		108.00		108.00
E0020873	06/15/23	Outst	0001374	College & University Cre	V0182354	06/15/23		200.00		200.00
E0020874	06/15/23	Outst	0191845	Metropolitan Alliance of	V0182356	06/15/23		128.00		128.00
E0020875	06/15/23	Outst	0001372	Morton College Teachers	V0182357	06/15/23		128.00		128.00
								2,704.72		2,704.72

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E0020876	06/15/23	Outst	0209135	Omni Financial Group, In	V01823359	06/15/23		10,594.94		10,594.94
E0020877	06/15/23	Outst	0001513	SEIU Local 73 Cope	V01823360	06/15/23		35.00		35.00
E0020878	06/15/23	Outst	0001373	Service Employees Intl U	V01823361	06/15/23		350.09		350.09
E0020879	06/15/23	Outst	0001161	State Univ Retirement Sy	V01823364	06/15/23		83,426.36		83,426.36
E0020880	06/15/23	Outst	0190089	30E Solutions	V01823369	06/14/23	B0005082	4,333.00		4,333.00
E0020881	06/15/23	Outst	0001466	5 Star Interpreting	V0182439	06/14/23	P0013737	1,088.00		1,088.00
E0020882	06/15/23	Outst	0209709	Accurate Employment Scre	V01823349	06/14/23	B0005295	1,704.50		1,704.50
E0020883	06/15/23	Outst	0190802	All-Types Elevators Inc	V0182412	06/14/23	B0005071	569.60		569.60
E0020884	06/15/23	Outst	0188188	Amazon Capital Services	V0182218	06/13/23	B0005355	305.82		305.82
					V0182219	06/13/23	B0005345	1,749.99		1,749.99
					V0182226	06/13/23		823.76		-823.76
					V0182319	06/14/23	B0005361	320.97		320.97
					V0182320	06/14/23	B0005361	689.63		689.63
					V0182324	06/14/23	B0005251	237.88		237.88
					V0182325	06/14/23	B0005242	179.88		179.88
					V0182326	06/14/23	B0005242	86.00		86.00
					V0182329	06/14/23	B0005337	490.93		490.93
					V0182330	06/14/23	B0005334	694.56		694.56
					V0182331	06/14/23	B0005333	995.96		995.96
					V0182332	06/14/23	B0005327	1,546.49		1,546.49
					V0182333	06/14/23	B0005326	963.55		963.55
					V0182334	06/14/23	B0005202	402.54		402.54

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					V0182335	06/14/23	B0005324	986.92		986.92
					V0182336	06/14/23	B0005251	301.50		301.50
					V0182337	06/14/23	B0005320	946.25		946.25
					V0182338	06/14/23	B0005319	988.66		988.66
					V0182339	06/14/23	B0005213	308.50		308.50
					V0182347	06/14/23	B0004773	64.99		-64.99
					V0182392	06/14/23	B0005335	763.82		763.82
					V0182393	06/14/23	B0005335	916.51		916.51
					V0182394	06/14/23	B0005335	706.80		706.80
					V0182395	06/14/23	B0005335	549.32		549.32
					V0182495	06/15/23	P0013683	297.89		297.89
					V0182496	06/15/23	P0013697	85.97		85.97
					V0182497	06/15/23	P0013684	279.98		279.98
					V0182498	06/15/23	P0013698	29.99		29.99
					V0182499	06/15/23	P0013700	156.32		156.32
					V0182500	06/15/23	P0013679	849.96		849.96
					V0182501	06/15/23	P0013712	665.63		665.63
					V0182502	06/15/23	P0013725	945.31		945.31
					V0182503	06/15/23	P0013732	993.04		993.04
					V0182504	06/15/23	P0013724	961.37		961.37
					V0182505	06/15/23	B0005251	172.55		172.55
					V0182506	06/15/23	P0013753	562.52		562.52
					V0182507	06/15/23	P0013761	706.92		706.92
					V0182508	06/15/23	P0013762	436.11		436.11
					V0182509	06/15/23	P0013764	687.94		687.94
					V0182510	06/15/23	P0013767	298.04		298.04
					V0182511	06/15/23	P0013767	699.98		699.98
					V0182512	06/15/23	P0013772	387.11		387.11
					V0182513	06/15/23	P0013774	113.81		113.81
					V0182514	06/15/23	P0013774	854.98		854.98
					V0182515	06/15/23	P0013793	369.98		369.98
					V0182516	06/15/23	P0013795	62.96		62.96
					V0182517	06/15/23	P0013827	133.00		133.00
					V0182518	06/15/23	B0005335	118.99		118.99
								25,114.08		25,114.08
E0020885	06/15/23	Outst	0001490	Arc One Electric	V0182457	06/14/23	P0013402	1,750.00		1,750.00
								1,750.00		1,750.00
E0020886	06/15/23	Outst	0219175	Awards Network	V0182398	06/14/23	B0005308	250.00		250.00
					V0182404	06/14/23	B0005308	625.00		625.00
					V0182409	06/14/23	B0005308	125.00		125.00
					V0182416	06/14/23	B0005308	975.00		975.00
					V0182480	06/15/23	B0005308	300.00		300.00
								2,275.00		2,275.00
E0020887	06/15/23	Outst	0194510	Blades of Glory Inc	V0182372	06/14/23	B0004673	700.00		700.00

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E0020888	06/15/23	Outst	0213459	Bohm Consulting LLC	V0182411	06/14/23	B0005152	5,499.00		5,499.00
E0020889	06/15/23	Outst	0166207	BSA	V0182435	06/14/23	B0005291	2,578.56		2,578.56
E0020890	06/15/23	Outst	0000998	Carolina Biological Supp	V0182459	06/14/23	P0013085	84.50		84.50
					V0182482	06/15/23	P0013680	814.68		814.68
								899.18		899.18
E0020891	06/15/23	Outst	0001713	Cicero Landscape Inc.	V0182375	06/14/23	B0004696	875.00		875.00
								875.00		875.00
E0020892	06/15/23	Outst	0201853	Club Automation, LLC	V0182344	06/14/23	B0004737	1,192.55		1,192.55
								1,192.55		1,192.55
E0020893	06/15/23	Outst	0161721	Crestline Specialties In	V0182266	06/13/23	P0013375	984.57		984.57
					V0182267	06/13/23	P0013370	950.26		950.26
								1,934.83		1,934.83
E0020894	06/15/23	Outst	0207194	DD's Operations LLC	V0182321	06/14/23	B0005360	1,041.25		1,041.25
								1,041.25		1,041.25
E0020895	06/15/23	Outst	0000989	Dick Blick	V0182413	06/14/23	B0005079	2.73		2.73
					V0182415	06/14/23	B0005079	14.56		14.56
								17.29		17.29
E0020896	06/15/23	Outst	0208992	Direct Energy Business	V0182323	06/14/23	B0005316	4,739.20		4,739.20
								4,739.20		4,739.20
E0020897	06/15/23	Outst	0209578	Disposal Waste Services	V0182260	06/13/23	B0005305	471.90		471.90
					V0182380	06/14/23	B0005305	544.65		544.65
					V0182481	06/15/23	B0005305	283.25		283.25
								1,299.80		1,299.80

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E0020898	06/15/23	Outst	0198694	ePromos Promotional Prod	V0182445	06/14/23	P0013777	830.52		830.52
					V0182448	06/14/23	P0013776	816.88		816.88
					V0182449	06/14/23	P0013775	833.84		833.84
								2,481.24		2,481.24
E0020899	06/15/23	Outst	0218528	ezCater, Inc	V0182346	06/14/23	B0005307	153.53		153.53
					V0182484	06/15/23	P0013678	1,117.92		1,117.92
					V0182485	06/15/23	P0013563	2,444.53		2,444.53
					V0182486	06/15/23	P0013662	469.82		469.82
					V0182487	06/15/23	P0013527	249.39		249.39
					V0182488	06/15/23	P0013526	304.91		304.91
					V0182538	06/15/23	P0013599	858.83		858.83
								5,598.93		5,598.93
E0020900	06/15/23	Outst	0219437	Farmer's Fridge	V0182542	06/15/23	B0005309	2,113.49		2,113.49
E0020901	06/15/23	Outst	0219326	Ferrilli	V0182257	06/13/23	B0005290	2,113.49		2,113.49
								4,200.00		4,200.00
E0020902	06/15/23	Outst	0212859	Floods Royal Flush Inc	V0182381	06/14/23	B0005343	250.00		250.00
					V0182382	06/14/23	B0005342	400.00		400.00
								650.00		650.00
E0020903	06/15/23	Outst	0202852	Freepoint Energy Solutio	V0182384	06/14/23	B0005339	25,768.81		25,768.81
								25,768.81		25,768.81
E0020904	06/15/23	Outst	0205565	Game One	V0182327	06/14/23	B0005060	2,019.95		2,019.95
					V0182328	06/14/23	B0005060	788.94		788.94
					V0182340	06/14/23	P0012927	1,644.54		1,644.54
					V0182341	06/14/23	B0005126	473.94		473.94
					V0182434	06/14/23	B0005041	3,485.58		3,485.58
					V0182441	06/14/23	P0013826	248.00		248.00
					V0182541	06/15/23	B0005341	590.78		590.78
								9,251.73		9,251.73
E0020905	06/15/23	Outst	0205972	Gas Plus DBA Buddy Bear	V0182401	06/14/23	B0004741	71.96		71.96
								71.96		71.96
E0020906	06/15/23	Outst	0205065	GradUp, LLC	V0182465	06/14/23	P0013746	2,000.00		2,000.00
								2,000.00		2,000.00

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E0020907	06/15/23	Outst	0161549	Heartland Business Syste	V0182227	06/13/23	B0004703	2,000.00		2,000.00
					V0182234	06/13/23	B0004703	8,208.18		8,208.18
								10,208.18		10,208.18
E0020908	06/15/23	Outst	0001430	Higher Learning Commissi	V0182428	06/14/23	B0005349	10,804.82		10,804.82
								10,804.82		10,804.82
E0020909	06/15/23	Outst	0001775	Jostens	V0182429	06/14/23	B0004897	9.71		9.71
								9.71		9.71
E0020910	06/15/23	Outst	0002233	Konica Minolta Premier F	V0182316	06/14/23	B0005325	654.91		654.91
					V0182317	06/14/23	B0005325	473.55		473.55
					V0182318	06/14/23	B0005325	131.43		131.43
								1,259.89		1,259.89
E0020911	06/15/23	Outst	0188162	Lake County Press	V0182350	06/14/23	B0005185	3,771.00		3,771.00
					V0182365	06/14/23	B0005185	11,047.00		11,047.00
					V0182366	06/14/23	B0005185	7,284.00		7,284.00
					V0182367	06/14/23	B0005185	1,705.00		1,705.00
					V0182430	06/14/23	B0005185	340.00		340.00
								24,147.00		24,147.00
E0020912	06/15/23	Outst	0217171	Los Designs, LLC	V0182453	06/14/23	P0013812	600.00		600.00
					V0182454	06/14/23	P0013813	360.00		360.00
					V0182455	06/14/23	P0013814	600.00		600.00
					V0182466	06/14/23	P0013759	600.00		600.00
								2,160.00		2,160.00
E0020913	06/15/23	Outst	0002797	Medical Shipment LLC	V0182467	06/14/23	P0013382	1,446.95		1,446.95
								1,446.95		1,446.95
E0020914	06/15/23	Outst	0217543	NobleTec, LLC	V0182236	06/13/23	P0013420	3,393.00		3,393.00
					V0182237	06/13/23	P0013260	342.50		342.50
					V0182259	06/13/23	B0005264	5,997.61		5,997.61
								9,733.11		9,733.11
E0020915	06/15/23	Outst	0219663	Paragon Micro Inc	V0182446	06/14/23	P0013804	19,030.60		19,030.60
								19,030.60		19,030.60
E0020916	06/15/23	Outst	0001857	Scorebuilders, LLC	V0182494	06/15/23	P0013671	540.00		540.00
					V0182458	06/14/23	P0013803	120.00		120.00

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E0020917	06/15/23	Outst	0001967	Shaw Media	V0182389	06/14/23	B0004661	660.00		660.00
E0020918	06/15/23	Outst	0001156	Smithereen Exterminating	V0182399	06/14/23	B0004687	1,199.00		1,199.00
E0020919	06/15/23	Outst	0001157	Snap-On Industrial	V0182540	06/15/23	P0013670	1,033.48		1,033.48
E0020920	06/15/23	Outst	0157227	Staples Advantage	V0182343	06/14/23	B0005223	70.38		70.38
E0020921	06/15/23	Outst	0002889	Suburban Door Check & Lo	V0182410	06/14/23	B0005298	659.43		659.43
E0020922	06/15/23	Outst	0002095	TruGreen LP	V0182460	06/14/23	P0013754	599.99		599.99
E0020923	06/15/23	Outst	0001703	Vernier Software & Techn	V0182461	06/14/23	P0013770	599.99		599.99
E0020924	06/15/23	Outst	0213619	View Transit, LLC	V0182370	06/14/23	B0004701	1,929.79		1,929.79
E0020925	06/15/23	Outst	0001485	Citibank, N.A.	V0182371	06/14/23	B0005244	399.37		399.37
								758.28		758.28
								1,157.65		1,157.65
								2,459.42		2,459.42
								2,459.42		2,459.42
								2,000.00		2,000.00
								2,000.00		2,000.00
								169.21		169.21
								270.81		270.81
								303.48		303.48
								419.68		419.68
								3,439.92		3,439.92
								110.06		110.06
								702.29		702.29
								496.00		496.00
								3,598.70		3,598.70
								389.41		389.41

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E0020926	06/15/23	Outst	0188213	Old National Bank	V0182543	06/15/23	B0005160	1,060.59		1,060.59
					V0182544	06/15/23	B0004818	150.00		150.00
					V0182545	06/15/23	B0004835	11.24		11.24
					V0182546	06/15/23	P0013841	459.00		459.00
					V0182547	06/15/23	P0013704	99.00		99.00
					V0182548	06/15/23	P0013840	1,495.75		1,495.75
					V0182549	06/15/23	B0004813	135.00		135.00
					V0182550	06/15/23	P0013674	1,775.00		1,775.00
					V0182551	06/15/23	B0005215	5,482.00		5,482.00
					V0182552	06/15/23	P0013434	3,325.00		3,325.00
					V0182553	06/15/23	P0013643	3,208.72		3,208.72
					V0182554	06/15/23	P0013659	250.00		250.00
					V0182555	06/15/23	B0005215	77.34		77.34
					V0182556	06/15/23	B0004813	75.00		75.00
					V0182557	06/15/23	P0013703	2,000.00		2,000.00
					V0182558	06/15/23	P0013673	693.00		693.00
					V0182559	06/15/23	P0013727	3,894.59		3,894.59
					V0182560	06/15/23	P0013713	167.97		167.97
					V0182561	06/15/23	B0005317	149.38		149.38
					V0182562	06/15/23		496.66		-496.66
					V0182563	06/15/23	B0004736	40.00		40.00
								24,051.92		24,051.92
E0020927	06/22/23	Outst	0207050	Jessica C. Acke	V0182302	06/14/23		99.00		99.00
E0020928	06/22/23	Outst	0202188	Nancy N. Boktor	V0182322	06/14/23		99.00		99.00
E0020929	06/22/23	Outst	0182499	Mrs. Mary J. Buongiorno	V0182570	06/20/23		99.00		99.00
E0020930	06/22/23	Outst	0159466	Ms. Isabel Cervantes	V0182305	06/14/23		145.48		145.48
								145.48		145.48
E0020931	06/22/23	Outst	0200047	Ms. Carissa Davis	V0180179	03/29/23		68.43		68.43
								68.43		68.43
E0020932	06/22/23	Outst	0212408	Jesse A. Galeana	V0182569	06/20/23		473.96		473.96
								473.96		473.96
								5,500.00		5,500.00
								5,500.00		5,500.00

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E0020933	06/22/23	Outst	0195818	Clarisa Gomez	V0182576	06/20/23		800.00		800.00
E0020934	06/22/23	Outst	0212397	Nick Hryhorczuk	V0182301	06/14/23		161.13		161.13
E0020935	06/22/23	Outst	0165341	Mrs. Jennifer Klementzos	V0182567	06/15/23		425.00		425.00
E0020936	06/22/23	Outst	0159405	Alejandra G. Lopez	V0182345	06/14/23		99.00		99.00
E0020937	06/22/23	Outst	0209695	Jonathan Rush	V0182571	06/20/23		128.00		128.00
E0020938	06/22/23	Outst	0005802	Ms. Juhelia T. Thompson	V0182304	06/14/23		165.00		165.00
E0020939	06/22/23	Outst	0175358	Vanessa Valle	V0182303	06/14/23		485.00		485.00
E0020940	06/22/23	Outst	0212851	Get Moore Softball	V0181414	05/08/23		2,500.00		2,500.00
E0020941	06/22/23	Outst	0219807	Odyssey Touring LLC	V0182565	06/15/23		2,500.00		2,500.00
E0020947	06/28/23	Outst	0209905	Teresa L. Alderman	V0182657	06/27/23		500.00		500.00
E0020948	06/28/23	Outst	0202517	Mr. Diego U. Aleman Sant	V0182690	06/27/23		425.00		425.00
E0020949	06/28/23	Outst	0203959	Ms. Rebecca Angevine	V0182612	06/21/23		425.00		425.00
E0020950	06/28/23	Outst	0202188	Nancy N. Boktor	V0182641	06/22/23		325.32		325.32
								485.00		485.00

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E0020951	06/28/23	Outst	0200455	Ms. Lauren Caruso	V0182578	06/20/23		326.63		326.63
E0020952	06/28/23	Outst	0002990	Ms Carolina Castillo	V0182579	06/20/23		326.63		326.63
E0020953	06/28/23	Outst	0159466	Ms. Isabel Cervantes	V0182626	06/21/23		425.00		425.00
E0020954	06/28/23	Outst	0000762	Mr. George F. Fejt	V0182659	06/27/23		425.00		425.00
E0020955	06/28/23	Outst	0157638	Ms. Alejandra Le	V0182658	06/27/23		32.97		32.97
E0020956	06/28/23	Outst	0159405	Alejandra G. Lopez	V0182644	06/26/23		54.18		54.18
E0020957	06/28/23	Outst	0000822	Mrs. Blanca H. Martinez	V0182568	06/15/23		54.18		54.18
E0020958	06/28/23	Outst	0206101	Kevin W. McManaman	V0182573	06/20/23		23.95		23.95
E0020959	06/28/23	Outst	0185987	Jennifer Ortega, SR	V0182646	06/26/23		485.00		485.00
E0020960	06/28/23	Outst	0216705	Stephanie M. Schmidt	V0178605	06/30/23		485.00		485.00
E0020961	06/28/23	Outst	0196525	Christian A. Sorensen	V0182642	06/22/23		2,000.00		2,000.00
E0020962	06/28/23	Outst	0199432	Ivan M. Tejada	V0182584	06/21/23		2,000.00		2,000.00
E0020963	06/28/23	Outst	0201801	Michael R. Traversa	V0182656	06/27/23		485.00		485.00
								600.00		600.00
								600.00		600.00
								300.00		300.00
								1,080.61		1,080.61
								1,080.61		1,080.61
								485.00		485.00
								485.00		485.00
								2,000.00		2,000.00
								2,000.00		2,000.00
								485.00		485.00
								485.00		485.00
								600.00		600.00
								600.00		600.00
								300.00		300.00

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E0020964	06/28/23	Outst	0190102	Ms. Brandie N. Windham	V0182581	06/21/23		300.00		300.00
					V0182664	06/27/23		622.91		622.91
								500.00		500.00
								1,122.91		1,122.91
E0020966	06/29/23	Outst	0001422	CCCTU-Cope Fund	V0182825	06/29/23		108.00		108.00
								108.00		108.00
E0020967	06/29/23	Outst	0001374	College & University Cre	V0182827	06/29/23		200.00		200.00
								200.00		200.00
E0020968	06/29/23	Outst	0191845	Metropolitan Alliance of	V0182829	06/29/23		116.00		116.00
								116.00		116.00
E0020969	06/29/23	Outst	0001372	Morton College Teachers	V0182830	06/29/23		2,704.72		2,704.72
					V0182831	06/29/23		1,672.88		1,672.88
								4,377.60		4,377.60
E0020970	06/29/23	Outst	0209135	Omni Financial Group, In	V0182832	06/29/23		11,161.55		11,161.55
								11,161.55		11,161.55
E0020971	06/29/23	Outst	0001513	SEIU Local 73 Cope	V0182833	06/29/23		35.00		35.00
								35.00		35.00
E0020972	06/29/23	Outst	0001373	Service Employees Intl U	V0182834	06/29/23		350.09		350.09
								350.09		350.09
E0020973	06/29/23	Outst	0001161	State Univ Retirement Sy	V0182837	06/29/23		81,026.26		81,026.26
								81,026.26		81,026.26
E0020974	06/29/23	Outst	0092778	Diana Aguilar	V0182618	06/21/23		107.00		107.00
								107.00		107.00
E0020975	06/29/23	Outst	0166823	Gabriela Avila	V0182593	06/21/23		387.00		387.00
								387.00		387.00
E0020976	06/29/23	Outst	0181144	Angel Barajas	V0182613	06/21/23		107.00		107.00
								107.00		107.00

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E0020977	06/29/23	Outst	0208219	Angela Berrios	V0182598	06/21/23		107.00		107.00
E0020978	06/29/23	Outst	0207953	John-kyle D. Canlas	V0182600	06/21/23		307.00		307.00
E0020979	06/29/23	Outst	0046179	Sobay M. Castro	V0182606	06/21/23		107.00		107.00
E0020980	06/29/23	Outst	0105840	Cherina C. Clayton	V0182619	06/21/23		107.00		107.00
E0020981	06/29/23	Outst	0207348	Daisy Coronel	V0182616	06/21/23		107.00		107.00
E0020982	06/29/23	Outst	0204072	Tonae L. Gates	V0182592	06/21/23		307.00		307.00
E0020983	06/29/23	Outst	0195601	Susana Godinez	V0182594	06/21/23		387.00		387.00
E0020984	06/29/23	Outst	0200712	Martha Hernandez	V0182609	06/21/23		107.00		107.00
E0020985	06/29/23	Outst	0156929	Vanessa Luna	V0182601	06/21/23		107.00		107.00
E0020986	06/29/23	Outst	0208269	Gerardo M. Martinez Agui	V0182602	06/21/23		107.00		107.00
E0020987	06/29/23	Outst	0017224	Ms Gabriela Mata	V0180185	03/29/23		841.52		841.52
E0020988	06/29/23	Outst	0167181	Adriana Ojeda	V0182614	06/21/23		107.00		107.00
E0020989	06/29/23	Outst	0178962	Angela E. Ramirez	V0182607	06/21/23		107.00		107.00

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E0020990	06/29/23	Outst	0198656	Denisse A. Sotelo	V0182599	06/21/23		107.00		107.00
E0020991	06/29/23	Outst	0058866	Monica Torres	V0182610	06/21/23		367.00		367.00
E0020992	06/29/23	Outst	0200229	Dominique C. Williams	V0182597	06/21/23		107.00		107.00
E0020993	06/29/23	Outst	0190102	Ms. Brandie N. Windham	V0182582	06/21/23		1,059.98		1,059.98
E0020994	06/29/23	Outst	0196847	Lily Zhao	V0182604	06/21/23		107.00		107.00
E0020995	06/29/23	Outst	0013221	4IMPRINT	V0182841	06/29/23	P0013751	999.84		999.84
					V0182842	06/29/23	P0013752	997.18		997.18
					V0182896	06/29/23	P0013749	999.77		999.77
								2,996.79		2,996.79
E0020996	06/29/23	Outst	0188188	Amazon Capital Services	V0182734	06/28/23	B0005214	34.99		34.99
					V0182735	06/28/23	B0005214	193.80		193.80
					V0182736	06/28/23	B0005358	83.31		83.31
					V0182737	06/28/23	B0005286	22.60		22.60
					V0182738	06/28/23	B0005242	614.09		614.09
					V0182739	06/28/23	B0005358	784.08		784.08
					V0182740	06/28/23	B0005345	974.72		974.72
					V0182741	06/28/23		102.01		-102.01
					V0182743	06/28/23		70.00		-70.00
					V0182744	06/28/23	B0004787	290.00		290.00
					V0182745	06/28/23	B0005345	918.63		918.63
					V0182746	06/28/23	B0005242	1,060.24		1,060.24
					V0182747	06/28/23	B0005355	1,529.10		1,529.10
					V0182858	06/29/23	P0013692	1,075.05		1,075.05
					V0182872	06/29/23	P0013719	598.86		598.86
					V0182873	06/29/23	P0013783	47.58		47.58
					V0182874	06/29/23	P0013816	44.28		44.28
					V0182875	06/29/23	P0013756	505.55		505.55
					V0182876	06/29/23	P0013755	960.30		960.30
					V0182877	06/29/23	P0013765	269.99		269.99
					V0182878	06/29/23	P0013766	811.47		811.47
					V0182879	06/29/23	P0013768	849.46		849.46

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					V0182880	06/29/23	P0013771	478.36		478.36
					V0182881	06/29/23	P0013769	408.94		408.94
					V0182882	06/29/23	P0013769	398.00		398.00
					V0182883	06/29/23	P0013745	843.65		843.65
					V0182884	06/29/23	P0013824	735.42		735.42
					V0182886	06/29/23	P0013819	364.88		364.88
					V0182887	06/29/23	P0013852	279.03		279.03
					V0182888	06/29/23	P0013864	110.00		110.00
					V0182906	06/29/23	P0013866	12.99		12.99
								15,127.36		15,127.36
E0020997	06/29/23	Outst	0001490	Arc One Electric	V0182859	06/29/23	P0013828	1,740.00		1,740.00
					V0182924	06/29/23	P0013846	8,500.00		8,500.00
								10,240.00		10,240.00
E0020998	06/29/23	Outst	0219175	Awards Network	V0182780	06/28/23	B0005308	200.00		200.00
					V0182783	06/28/23	B0005308	150.00		150.00
								350.00		350.00
E0020999	06/29/23	Outst	0212469	Blue Outdoor LLC	V0182789	06/28/23	B0005306	4,370.00		4,370.00
								4,370.00		4,370.00
E0021000	06/29/23	Outst	0213459	Bohm Consulting LLC	V0182764	06/28/23	B0005152	3,666.00		3,666.00
								3,666.00		3,666.00
E0021001	06/29/23	Outst	0000998	Carolina Biological Supp	V0182861	06/29/23	P0013685	800.84		800.84
								800.84		800.84
E0021002	06/29/23	Outst	0001593	CDW Government LLC	V0182897	06/29/23	P0013790	1,799.65		1,799.65
					V0182898	06/29/23	P0013790	5,938.55		5,938.55
								7,738.20		7,738.20
E0021003	06/29/23	Outst	0211877	City Wide Facility Solut	V0182748	06/28/23	B0005110	3,984.75		3,984.75
								3,984.75		3,984.75
E0021004	06/29/23	Outst	0209459	Cornerstone Government A	V0182751	06/28/23	B0004729	14,000.00		14,000.00
								14,000.00		14,000.00
E0021005	06/29/23	Outst	0161721	Crestline Specialties In	V0182821	06/29/23	P0013717	911.20		911.20
					V0182822	06/29/23	P0013421	557.50		557.50
					V0182891	06/29/23	P0013784	984.87		984.87

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-110000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO	Voucher Amount	Cash Disc Amount	Check Amount
E0021006	06/29/23	Outst	0207194	DD's Operations LLC	V0182817	06/29/23	B0005367	927.50		927.50
E0021007	06/29/23	Outst	0212349	Del's Moving Inc	V0182847	06/29/23	P0013851	927.50		927.50
E0021008	06/29/23	Outst	0001333	Direct Fitness Solutions	V0182866	06/29/23	P0013782	950.00		950.00
E0021009	06/29/23	Outst	0209578	DisposAll Waste Services	V0182785	06/28/23	B0005305	950.00		950.00
E0021010	06/29/23	Outst	0198694	ePromos Promotional Prod	V0182868	06/29/23	P0013627	391.54		391.54
E0021011	06/29/23	Outst	0218528	ezCater, Inc	V0182853	06/29/23	P0013829	381.10		381.10
E0021012	06/29/23	Outst	0202852	Freepoint Energy Solutio	V0182756	06/28/23	B0005339	381.10		381.10
E0021013	06/29/23	Outst	0205565	Game One	V0182781	06/28/23	B0005340	347.22		347.22
E0021014	06/29/23	Outst	0001430	Higher Learning Commissi	V0182920	06/29/23	P0013869	283.53		283.53
E0021015	06/29/23	Outst	0001030	JC Licht, LLC	V0182786	06/28/23	B0004682	330.99		330.99
								167.99		167.99
								782.51		782.51
								27,777.81		27,777.81
								27,777.81		27,777.81
								3,874.90		3,874.90
								86.10		86.10
								357.21		357.21
								523.74		523.74
								296.73		296.73
								5,138.68		5,138.68
								1,025.00		1,025.00
								1,025.00		1,025.00
								21.58		21.58
								21.58		21.58

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-1100000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0021016	06/29/23	Outst	0001775	Jostens	V0182894	06/29/23	P0013871	673.32		673.32
					V0182895	06/29/23	P0013872	325.80		325.80
								999.12		999.12
E0021017	06/29/23	Outst	0001890	Konica Minolta Bus Solut	V0182716	06/28/23	B0005055	1,703.75		1,703.75
					V0182717	06/28/23	B0005055	2,316.70		2,316.70
					V0182718	06/28/23	B0005055	2,312.70		2,312.70
					V0182719	06/28/23	B0005055	1,585.06		1,585.06
					V0182721	06/28/23	B0005055	2,428.81		2,428.81
					V0182727	06/28/23	B0005055	8.45		-8.45
					V0182728	06/28/23	B0005055	8.18		-8.18
					V0182729	06/28/23	B0005055	8.45		-8.45
					V0182730	06/28/23	B0005055	7.64		-7.64
					V0182731	06/28/23	B0005055	8.45		-8.45
					V0182732	06/28/23	B0005055	8.45		-8.45
					V0182863	06/29/23	P0013806	4,760.00		4,760.00
					V0182911	06/29/23	B0005055	102.00		102.00
					V0182912	06/29/23	B0005055	102.00		102.00
					V0182913	06/29/23	B0005055	102.00		102.00
					V0182914	06/29/23	B0005055	102.00		102.00
								15,465.40		15,465.40
E0021018	06/29/23	Outst	0002233	Konica Minolta Premier F	V0182800	06/28/23	B0005325	193.47		193.47
					V0182801	06/28/23	B0005325	332.61		332.61
					V0182802	06/28/23	B0005325	777.63		777.63
					V0182803	06/28/23	B0005325	2,897.00		2,897.00
								4,200.71		4,200.71
E0021019	06/29/23	Outst	0001559	Krueger International In	V0182749	06/28/23	B0005192	5,204.90		5,204.90
					V0182750	06/28/23	B0005192	21,087.32		21,087.32
					V0182752	06/28/23	B0005192	47,729.50		47,729.50
								74,021.72		74,021.72
E0021020	06/29/23	Outst	0188162	Lake County Press	V0182784	06/28/23	B0005016	128.00		128.00
								128.00		128.00
E0021021	06/29/23	Outst	0209062	LatinoLogues Inc	V0182871	06/29/23	P0013734	2,500.00		2,500.00
								2,500.00		2,500.00
E0021022	06/29/23	Outst	0204562	Lo Destro Construction C	V0182759	06/28/23	B0005157	71,686.99		71,686.99
								71,686.99		71,686.99
E0021023	06/29/23	Outst	0217171	Los Designs, LLC	V0182892	06/29/23	P0013874	480.00		480.00

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-1100000000

Check Number	Check Date Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0021024	06/29/23 Outst	0219636	Microsoft Corporation	V0182890	06/29/23	P0013730	33,451.50		33,451.50
E0021025	06/29/23 Outst	0217543	NobleTec, LLC	V0182760	06/28/23	B0005296	8,056.00		8,056.00
E0021026	06/29/23 Outst	0001122	Office Depot Business So	V0182725	06/28/23	B0004686	105.96		105.96
E0021027	06/29/23 Outst	0219663	Paragon Micro Inc	V0182885	06/29/23	P0013773	11,540.50		11,540.50
E0021028	06/29/23 Outst	0219503	Perfection Custom Closet	V0182720	06/28/23	P0013808	7,610.00		7,610.00
E0021029	06/29/23 Outst	0201778	Quality Logo Products, I	V0182867	06/29/23	P0013677	255.00		255.00
E0021030	06/29/23 Outst	0196722	Sense Media LLC	V0181284	04/28/23	P0013459	2,895.00		2,895.00
E0021031	06/29/23 Outst	0001157	Snap-On Industrial	V0182869	06/29/23	P0013670	1,633.50		1,633.50
E0021032	06/29/23 Outst	0157227	Staples Advantage	V0182761	06/28/23	B0005097	7.99		7.99
E0021033	06/29/23 Outst	0002889	Suburban Door Check & Lo	V0182816	06/29/23	B0005365	2,114.34		2,114.34
E0021034	06/29/23 Outst	0200518	Support Warehouse Limite	V0182856	06/29/23	P0013600	2,406.00		2,406.00
E0021035	06/29/23 Outst	0001165	Swank Motion Pictures In	V0182908	06/29/23	P0013778	880.00		880.00

Bank Code: 01 General Checking
GL Account No: 01-0000-000000-1100000000

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BFO Number	Voucher Amount	Cash Disc Amount	Check Amount
E0021036	06/29/23	Outst	0193842	Thielsens Enterprises	V0182918	06/29/23	P0013878	2,070.00		2,070.00
								880.00		880.00
E0021037	06/29/23	Outst	0002095	TruGreen IP	V0182775	06/28/23	B0005244	758.28		758.28
					V0182776	06/28/23	B0005244	399.37		399.37
								1,157.65		1,157.65
E0021038	06/29/23	Outst	0177607	YBP Library Services	V0182753	06/28/23	B0005278	26.10		26.10
					V0182769	06/28/23	B0005278	51.71		51.71
					V0182770	06/28/23	B0005278	23.68		23.68
					V0182771	06/28/23	B0005278	22.83		22.83
								124.32		124.32
									=====	1,883,948.22
									=====	1,883,948.22

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-2300000000	General : Accounts Payable	1,883,948.22	0.00
	01-0000-00000-1100000000	General : Cash	0.00	1,883,948.22
			1,883,948.22	1,883,948.22

**Morton College
Over 10K Report
June 2023**



Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Apple, Inc.	6/15/2023	0114017	EXEMPT	\$16,698.00	iMacs & Apple Care
Apple, Inc.	6/29/2023	0114140	5/1/2023	\$377,590.00	McBooks & Training Servic
Apple, Inc.	6/29/2023	0114140	5/1/2023	\$38,120.00	JamF Pro
Bee Liner Lean Services	6/15/2023	0114023	4/1/2022	\$141,410.10	Bio Lab Renovations
CDW Government LLC	6/15/2023	0114027	EXEMPT	\$17,862.50	HP Chromebook 11 G9
CDW Government LLC	6/15/2023	0114027	4/1/2023	\$20,656.00	HP ELITEONE 840 G9
CDW Government LLC	6/15/2023	0114027	4/1/2023	\$11,619.00	HP ELITEONE 840 G9
ComEd	6/29/2023	0114151	EXEMPT	\$24,060.36	Electricity Services
Cornerstone Government Affairs, Inc.	6/29/2023	E0021004	5/1/2023	\$14,000.00	Consulting Services
Del Galdo Law Group, LLC	6/15/2023	0114032	EXEMPT	\$10,286.25	Attorney Services
F.E. Moran, Inc.	6/15/2023	0114035	1/1/2022	\$151,305.00	Mechanical Upgrades 008
Follett Higher Education Group, LLC	6/29/2023	0114157	8/26/2020	\$37,604.00	Summer 23 IA materials
Freepoint Energy Solutions, LLC.	6/15/2023	E0020903	11/1/2022	\$25,768.81	Energy Services
Freepoint Energy Solutions, LLC.	6/29/2023	E0021012	11/1/2022	\$27,777.81	Energy Delivery
Higher Learning Commission	6/15/2023	E0020908	5/1/2023	\$10,804.82	Comprehensive Visit
Krueger International Inc	6/29/2023	E0021019	2/28/2022	\$21,087.32	Tutoring Furniture
Krueger International Inc	6/29/2023	E0021019	2/28/2022	\$47,729.50	Tutoring Furniture
Lake County Press	6/15/2023	E0020911	10/1/2021	\$11,047.00	Academic Catalog
Lo Destro Construction Company	6/29/2023	E0021022	12/1/2022	\$71,686.99	Tutor Center App 5
Microsoft Corporation	6/29/2023	E0021024	4/1/2023	\$33,451.50	Microsoft Go3 P/4/64LTE
Paragon Micro Inc	6/15/2023	E0020915	EXEMPT	\$19,030.60	HP ProBook 450 G9 Noteboo
Paragon Micro Inc	6/29/2023	E0021027	EXEMPT	\$11,540.50	Laptops
			Total Paid	1,141,136.06	

From: [Mireya Perez](#)
To: [Board Materials](#)
Subject: Board action
Date: Wednesday, August 16, 2023 12:12:43 PM
Attachments: [Board AS Totals 7.31.23.pdf](#)
[Check Register 7.31.23.pdf](#)
[Over 10k July 2023.pdf](#)

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JULY 2023 IN THE AMOUNT OF \$4,021,925 AND BUDGET TRANSFERS IN THE AMOUNT OF \$0 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of July 2023, be approved and/or ratified in the amount of \$4,021,925 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	07/31/2023	1,853,347
Payroll	07/15/2023	843,040
Payroll	07/31/2023	852,844
Student Refunds	07/31/2023	<u>472,694</u>
		4,021,925

O&M Restricted Fund (03)

Cash Disbursements - Monthly	07/31/2023	<u>0</u>
TOTAL ALL FUNDS		<u>\$4,021,925</u>

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

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

PASSED this 23rd day of August by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

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
0114520	07/06/23	Outst	0007530	Mr. Efren C. Alonso	V0182963	06/30/23		425.00		425.00
								425.00		425.00
0114521	07/06/23	Outst	0000749	Ms Jennifer L. Angelilli	V0182706	06/27/23		51.13		51.13
								51.13		51.13
0114522	07/06/23	Outst	0198416	Ava R. Carter	V0182973	06/30/23		800.00		800.00
								800.00		800.00
0114523	07/06/23	Outst	0218294	Raul Chavez	V0182710	06/28/23		82.35		82.35
								82.35		82.35
0114524	07/06/23	Outst	0212331	Jessie Corona	V0182948	06/29/23		750.00		750.00
								750.00		750.00
0114525	07/06/23	Outst	0205769	Dwayne Cruz	V0182953	07/03/23		3,750.00		3,750.00
								3,750.00		3,750.00
0114526	07/06/23	Outst	0197011	Augustine C. Kanu	V0182692	06/27/23		107.00		107.00
								107.00		107.00
0114527	07/06/23	Outst	0211303	Kara Kennedy	V0182966	06/30/23		425.00		425.00
								425.00		425.00
0114528	07/06/23	Outst	0219634	Kristen B Dahl	V0182650	06/26/23		1,470.00		1,470.00
								1,470.00		1,470.00
0114529	07/06/23	Outst	0200905	Jordi Lara	V0182625	06/21/23		307.00		307.00
								307.00		307.00
0114530	07/06/23	Outst	0206550	Jacklyn Leanos	V0182700	06/27/23		107.00		107.00
								107.00		107.00
0114531	07/06/23	Outst	0207975	Jennifer Leanos	V0182701	06/27/23		107.00		107.00
								107.00		107.00
0114532	07/06/23	Outst	0136594	Kendall C. Lisy	V0182624	06/21/23		307.00		307.00
								307.00		307.00

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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
0114533	07/06/23	Outst	0183597	Diane Lizalde	V0182686	06/27/23		307.00		307.00
								307.00		307.00
0114534	07/06/23	Outst	0153487	Franklin X. Maldonado	V0182942	06/29/23		750.00		750.00
								750.00		750.00
0114535	07/06/23	Outst	0090401	Thomas Mantzakides	V0182688	06/27/23		285.00		285.00
								285.00		285.00
0114536	07/06/23	Outst	0198650	Ms. Carla McKenzie	V0182703	06/27/23		958.00		958.00
								958.00		958.00
0114537	07/06/23	Outst	0002885	Ms. Bonnie R. Miculinic	V0182971	06/30/23		100.00		100.00
								100.00		100.00
0114538	07/06/23	Void	0209166	Matheus Milani Santos						
0114539	07/06/23	Outst	0170701	Javier Morales	V0182691	06/27/23		307.00		307.00
								307.00		307.00
0114540	07/06/23	Outst	0219811	Nancy E DeMuro	V0182652	06/26/23		1,635.00		1,635.00
								1,635.00		1,635.00
0114541	07/06/23	Outst	0041753	Ms Daiana N. Quiroga-Nev	V0182705	06/27/23		425.00		425.00
								425.00		425.00
0114542	07/06/23	Outst	0193744	Juan Razo	V0182946	06/29/23		750.00		750.00
								750.00		750.00
0114543	07/06/23	Outst	0190101	Mrs. Alexandra M. Sulack	V0182708	06/27/23		125.00		125.00
								125.00		125.00
0114544	07/10/23	Outst	0195818	Clarisa Gomez	V0182975	06/30/23		800.00		800.00
								800.00		800.00
0114545	07/10/23	Outst	0194366	Kelby K. Gray	V0182974	06/30/23		800.00		800.00
								800.00		800.00

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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
0114546	07/10/23	Outst	0219765	Emma K. Troncoso	V0182972	06/30/23		800.00		800.00
								800.00		800.00
0114547	07/13/23	Outst	0210003	Blue Cross Blue Shield o	V0184039	06/30/23		17,826.54		17,826.54
								17,826.54		17,826.54
0114548	07/13/23	Outst	0000995	Bureau Water/Sewer Town	V0184061	06/30/23		396.20		396.20
					V0184062	06/30/23		396.50		396.50
					V0184063	06/30/23		396.20		396.20
					V0184065	06/30/23		435.82		435.82
					V0184067	06/30/23		1,453.29		1,453.29
					V0184069	06/30/23		512.08		512.08
								3,590.09		3,590.09
0114549	07/13/23	Outst	0219860	ComPsych Corporation	V0184022	06/30/23		150.00		150.00
								150.00		150.00
0114550	07/13/23	Outst	0003157	Mrs. Toulia D. Kelikian	V0182306	06/14/23		600.00		600.00
								600.00		600.00
0114551	07/13/23	Outst	0193312	Kyra Leigh	V0184043	07/12/23		575.00		575.00
								575.00		575.00
0114552	07/13/23	Outst	0001105	NASFAA	V0184031	07/10/23		3,222.00		3,222.00
								3,222.00		3,222.00
0114553	07/13/23	Outst	0219808	Outside Music Inc	V0184028	07/07/23		2,500.00		2,500.00
								2,500.00		2,500.00
0114554	07/13/23	Outst	0218606	Grissell Reyna	V0182984	06/30/23		425.00		425.00
								425.00		425.00
0114555	07/13/23	Outst	0220103	Rulhl Audio LLC	V0184042	07/12/23		750.00		750.00
								750.00		750.00
0114556	07/13/23	Outst	0220104	Carlie Rummel	V0184041	07/12/23		537.50		537.50
								537.50		537.50
0114557	07/13/23	Outst	0058030	Mr. Alberto E. Sanchez	V0182647	06/26/23		140.00		140.00

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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
								140.00		140.00
0114558	07/13/23	Outst	0177469	Bright Start College Sav	V0184163	07/13/23		100.00		100.00
								100.00		100.00
0114559	07/13/23	Outst	0001371	Colonial Life & Accident	V0184167	07/13/23		12.00		12.00
								12.00		12.00
0114560	07/13/23	Outst	0101061	Morton College Faculty	V0184165	07/13/23		4.17		4.17
								4.17		4.17
0114561	07/13/23	Outst	0001563	State Disbursement Unit	V0184175	07/13/23		961.71		961.71
								961.71		961.71
0114562	07/13/23	Outst	0218573	Strategic Solutions Serv	V0184174	07/13/23		100.00		100.00
								100.00		100.00
0114563	07/13/23	Outst	0205001	ALL Construction Group	V0184026	06/30/23		24,790.00		24,790.00
								24,790.00		24,790.00
0114564	07/13/23	Outst	0000977	Apple, Inc.	V0184064	06/30/23	B0005330	35,520.00		35,520.00
					V0184066	06/30/23	B0005330	7,996.00		7,996.00
								43,516.00		43,516.00
0114565	07/13/23	Outst	0209180	Archetype Innovations, L	V0184220	07/13/23	P0013915	4,400.00		4,400.00
								4,400.00		4,400.00
0114566	07/13/23	Outst	0198820	Asure Software	V0184101	06/30/23	B0004728	131.99		131.99
								131.99		131.99
0114567	07/13/23	Outst	0000973	AT&T	V0184206	07/13/23	B0005375	928.02		928.02
								928.02		928.02
0114568	07/13/23	Outst	0000973	AT&T	V0184207	07/13/23	B0005375	920.92		920.92
								920.92		920.92
0114569	07/13/23	Outst	0001953	AT&T Mobility	V0184183	06/30/23	B0004722	144.96		144.96
								144.96		144.96

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0114570	07/13/23	Outst	0001953	AT&T Mobility	V0184078	06/30/23	B0004700	40.74		40.74
								40.74		40.74
0114571	07/13/23	Outst	0001953	AT&T Mobility	V0184182	06/30/23	B0005029	84.30		84.30
								84.30		84.30
0114572	07/13/23	Outst	0214691	Bee Liner Lean Services	V0184053	06/30/23		990.00		990.00
					V0184054	06/30/23		990.00		990.00
								1,980.00		1,980.00
0114573	07/13/23	Outst	0000986	Berwyn Development Corp	V0184046	06/30/23		2,200.00		2,200.00
								2,200.00		2,200.00
0114574	07/13/23	Outst	0219909	Body Plumbing Inc	V0184115	06/30/23	B0005374	480.00		480.00
								480.00		480.00
0114575	07/13/23	Outst	0216346	Briggs Paving	V0184111	06/30/23	B0005373	24,980.00		24,980.00
								24,980.00		24,980.00
0114576	07/13/23	Outst	0000995	Bureau Water/Sewer Town	V0184076	06/30/23	B0004924	717.67		717.67
								717.67		717.67
0114577	07/13/23	Outst	0001195	Cintas Corporation	V0184210	07/13/23	B0005385	227.47		227.47
					V0184211	07/13/23	B0005420	206.93		206.93
								434.40		434.40
0114578	07/13/23	Outst	0001195	Cintas Corporation	V0184116	06/30/23	B0005331	258.24		258.24
					V0184186	07/13/23	B0005419	258.24		258.24
					V0184208	07/13/23	B0005419	258.24		258.24
								774.72		774.72
0114579	07/13/23	Outst	0204997	Clinical Pattern Recogni	V0184221	07/13/23	P0013916	3,718.00		3,718.00
								3,718.00		3,718.00
0114580	07/13/23	Outst	0001752	Comcast	V0184226	07/13/23	B0005421	251.69		251.69
								251.69		251.69
0114581	07/13/23	Outst	0001676	Del Galdo Law Group, LLC	V0184068	06/30/23	B0004825	1,404.00		1,404.00
					V0184071	06/30/23	B0004825	9,993.75		9,993.75

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					V0184072	06/30/23	B0004825	526.50		526.50
								11,924.25		11,924.25
0114582	07/13/23	Outst	0204809	ECS Midwest, LLC	V0184113	06/30/23	B0005372	3,000.00		3,000.00
								3,000.00		3,000.00
0114583	07/13/23	Outst	0001240	Enterprise Leasing Compa	V0182927	06/29/23		185.86		185.86
								185.86		185.86
0114584	07/13/23	Outst	0001033	Fisher Scientific Compan	V0184122	06/30/23	P0013686	88.16-		-88.16
					V0184127	06/30/23	P0013686	555.60		555.60
					V0184154	06/30/23	P0013686	88.16		88.16
					V0184219	07/13/23	P0013909	1,352.39		1,352.39
								1,907.99		1,907.99
0114585	07/13/23	Outst	0001034	Flinn Scientific Inc	V0184153	06/30/23	P0013325	24.75		24.75
								24.75		24.75
0114586	07/13/23	Outst	0196370	Follett Higher Education	V0182988	06/30/23		11,176.70		11,176.70
								11,176.70		11,176.70
0114587	07/13/23	Outst	0208622	Forest Door Co., Inc	V0184050	06/30/23		605.00		605.00
								605.00		605.00
0114588	07/13/23	Outst	0183673	Forvis, LLP	V0184227	07/13/23	B0005423	5,000.00		5,000.00
								5,000.00		5,000.00
0114589	07/13/23	Outst	0215009	Anthony Giannini	V0184229	07/13/23	B0005425	347.50		347.50
								347.50		347.50
0114590	07/13/23	Outst	0213970	Osbaldo Gomez	V0184213	07/13/23	P0013929	2,957.75		2,957.75
								2,957.75		2,957.75
0114591	07/13/23	Outst	0210378	Hinckley Springs	V0184106	06/30/23	B0004814	73.90		73.90
								73.90		73.90
0114592	07/13/23	Outst	0001061	ICCTA	V0184157	06/30/23	P0013891	1,050.00		1,050.00
								1,050.00		1,050.00

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0114593	07/13/23	Outst	0007969	ILASFAA	V0184235	07/13/23	P0013937	200.00		200.00
								200.00		200.00
0114594	07/13/23	Outst	0209257	Illinois Public Risk Fun	V0184216	07/13/23	P0013901	60,266.00		60,266.00
								60,266.00		60,266.00
0114595	07/13/23	Outst	0001647	Iron Mountain	V0184075	06/30/23	B0005353	656.78		656.78
								656.78		656.78
0114596	07/13/23	Outst	0205148	Lembke & Sons, Inc.	V0184155	06/30/23	P0013896	787.48		787.48
					V0184156	06/30/23	B0004709	91.43		91.43
								878.91		878.91
0114597	07/13/23	Outst	0001718	Literacy Works	V0184231	07/13/23	P0013934	300.00		300.00
								300.00		300.00
0114598	07/13/23	Outst	0001289	Menards	V0184087	06/30/23	B0004692	59.96		59.96
								59.96		59.96
0114599	07/13/23	Outst	0182207	Alliant Insurance Servic	V0184217	07/13/23	P0013902	27,300.00		27,300.00
					V0184218	07/13/23	P0013903	4,834.00		4,834.00
								32,134.00		32,134.00
0114600	07/13/23	Outst	0194501	Michael Kautz Carpets &	V0184110	06/30/23	B0005371	965.00		965.00
								965.00		965.00
0114601	07/13/23	Outst	0214058	Mid-States Organized Cri	V0184222	07/13/23	P0013917	100.00		100.00
								100.00		100.00
0114602	07/13/23	Outst	0209110	Nikon Instruments Inc.	V0184124	06/30/23	P0013422	5,602.50		5,602.50
								5,602.50		5,602.50
0114603	07/13/23	Outst	0002406	Paisans Pizza	V0184033	06/30/23		969.99		969.99
					V0184140	06/30/23	P0013894	61.73		61.73
					V0184146	06/30/23	P0013885	61.73		61.73
					V0184147	06/30/23	P0013886	61.73		61.73
					V0184148	06/30/23	P0013887	61.73		61.73
					V0184149	06/30/23	P0013888	61.73		61.73
					V0184150	06/30/23	P0013889	61.73		61.73
								1,340.37		1,340.37

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0114604	07/13/23	Outst	0194892	Park District of La Gran	V0184233	07/13/23	P0013935	400.00		400.00
								400.00		400.00
0114605	07/13/23	Outst	0001133	Pitney Bowes Inc	V0184044	06/30/23		150.00		150.00
								150.00		150.00
0114606	07/13/23	Outst	0199416	Promo Direct	V0184118	06/30/23	B0005293	2,233.78		2,233.78
								2,233.78		2,233.78
0114607	07/13/23	Outst	0200163	Rave Wireless, Inc.	V0184215	07/13/23	P0013900	8,827.50		8,827.50
								8,827.50		8,827.50
0114608	07/13/23	Outst	0001835	Ray O'Herron Co. of Oakb	V0184096	06/30/23	B0005247	297.20		297.20
								297.20		297.20
0114609	07/13/23	Outst	0001006	Town of Cicero	V0184079	06/30/23	B0004681	740.00		740.00
								740.00		740.00
0114610	07/13/23	Outst	0002594	Training Concepts, Inc.	V0184224	07/13/23	P0013925	440.00		440.00
					V0184234	07/13/23	P0013936	250.00		250.00
								690.00		690.00
0114611	07/13/23	Outst	0219424	TriMark Marlinn LLC	V0184112	06/30/23		948.88		948.88
								948.88		948.88
0114612	07/13/23	Outst	0164582	TruTech Tools, LTD.	V0184119	06/30/23	P0013195	902.47		902.47
								902.47		902.47
0114626	07/13/23	Outst	0002805	Pitney Bowes Inc	V0184244	07/13/23	B0005422	138.21		138.21
								138.21		138.21
0114627	07/13/23	Outst	0166312	Wells Fargo Equipment F	V0184245	07/13/23	B0005426	1,248.00		1,248.00
								1,248.00		1,248.00
0114628	07/19/23	Outst	0209888	Vallene Becketel	V0184390	07/19/23	P0013908	700.00		700.00
								700.00		700.00

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0114666	07/20/23	Outst	0156097	ACI Payments, Inc.	V0184400	06/30/23		3,275.67		3,275.67
								3,275.67		3,275.67
0114667	07/20/23	Void	0209696	All In Volleyball Inc. N						
0114668	07/20/23	Outst	0205367	Amalgamated Bank of Chic	V0184261	06/30/23		475.00		475.00
								475.00		475.00
0114669	07/20/23	Outst	0198416	Ava R. Carter	V0184263	07/17/23		800.00		800.00
								800.00		800.00
0114670	07/20/23	Outst	0192108	Ms. Laurie Cashman	V0184242	07/13/23		15.00		15.00
								15.00		15.00
0114671	07/20/23	Outst	0205805	CF Ruffled Feathers Arci	V0184284	07/18/23		500.00		500.00
								500.00		500.00
0114672	07/20/23	Outst	0218294	Raul Chavez	V0182950	06/29/23		1,161.62		1,161.62
								1,161.62		1,161.62
0114673	07/20/23	Outst	0001644	Government Finance Offic	V0184262	06/30/23		760.00		760.00
								760.00		760.00
0114674	07/20/23	Outst	0194366	Kelby K. Gray	V0184264	07/17/23		800.00		800.00
								800.00		800.00
0114675	07/20/23	Outst	0001078	Joliet Junior College	V0184260	07/17/23		10,000.00		10,000.00
								10,000.00		10,000.00
0114676	07/20/23	Outst	0193312	Kyra Leigh	V0184275	07/18/23		600.00		600.00
								600.00		600.00
0114677	07/20/23	Outst	0220130	Blake M. Martinez	V0184274	07/18/23		325.00		325.00
								325.00		325.00
0114678	07/20/23	Outst	0003232	Ms. Lisa A. Mathelier	V0182976	07/03/23		50.00		50.00
								50.00		50.00

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0114679	07/20/23	Outst	0209539	Thaddeus Moody	V0184285	07/18/23		3,500.00		3,500.00
								3,500.00		3,500.00
0114680	07/20/23	Outst	0002913	Dr. Dennis M. Pearson	V0184051	07/12/23		595.00		595.00
								595.00		595.00
0114681	07/20/23	Outst	0188076	Ms Aurelia E. Ramirez	V0184241	06/30/23		55.94		55.94
								55.94		55.94
0114682	07/20/23	Outst	0220104	Carlie Rummel	V0184273	07/18/23		450.00		450.00
								450.00		450.00
0114683	07/20/23	Outst	0208166	Salerno's Pizzeria & Spo	V0184281	07/18/23		215.94		215.94
								215.94		215.94
0114684	07/20/23	Outst	0211945	Yesennia Tiscareno	V0182989	06/30/23		307.00		307.00
								307.00		307.00
0114685	07/26/23	Outst	0205866	Party People Entertainme	V0184534	07/26/23	P0013948	3,800.00		3,800.00
								3,800.00		3,800.00
0114686	07/27/23	Outst	0219340	Antionique A. Auston	V0184429	06/30/23		30.00		30.00
								30.00		30.00
0114687	07/27/23	Outst	0215514	Nariah C. Clay	V0184426	06/30/23		70.00		70.00
								70.00		70.00
0114688	07/27/23	Outst	0219291	Sydney M. Donaldson	V0184423	06/30/23		40.00		40.00
								40.00		40.00
0114689	07/27/23	Outst	0219529	Laniya D. Early	V0184428	06/30/23		30.00		30.00
								30.00		30.00
0114690	07/27/23	Outst	0000922	Ms. Cheryl J. Huff	V0184393	07/20/23		23.99		23.99
								23.99		23.99
0114691	07/27/23	Outst	0001061	ICCTA	V0184415	07/25/23		5,269.00		5,269.00
								5,269.00		5,269.00

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0114692	07/27/23	Outst	0188062	Angela Javier Banderas	V0184049	06/30/23		107.00		107.00
								107.00		107.00
0114693	07/27/23	Outst	0217841	Brynne L. Katcher	V0184424	06/30/23		60.00		60.00
								60.00		60.00
0114694	07/27/23	Void	0003157	Mrs. Toula D. Kelikian						
0114695	07/27/23	Outst	0193312	Kyra Leigh	V0184417	07/25/23		612.50		612.50
								612.50		612.50
0114696	07/27/23	Outst	0153487	Franklin X. Maldonado	V0184060	06/30/23		307.00		307.00
								307.00		307.00
0114697	07/27/23	Outst	0220130	Blake M. Martinez	V0184418	07/25/23		320.00		320.00
								320.00		320.00
0114698	07/27/23	Void	0207766	Massachusetts Mutual Lif						
0114699	07/27/23	Outst	0003232	Ms. Lisa A. Mathelier	V0184409	07/24/23		39.94		39.94
								39.94		39.94
0114700	07/27/23	Outst	0209166	Matheus Milani Santos	V0182938	06/29/23		750.00		750.00
								750.00		750.00
0114701	07/27/23	Outst	0216567	Sophia G. Rummel	V0184427	06/30/23		70.00		70.00
								70.00		70.00
0114702	07/27/23	Outst	0192553	Michael Rose	V0184406	07/24/23		857.05		857.05
								857.05		857.05
0114703	07/27/23	Outst	0220104	Carlie Rummel	V0184416	07/25/23		612.50		612.50
								612.50		612.50
0114704	07/27/23	Outst	0219314	Alexandra L. Stewart	V0184425	06/30/23		60.00		60.00
								60.00		60.00
0114705	07/27/23	Outst	0207512	Sara Y. Suarez	V0184080	06/30/23		600.00		600.00
								600.00		600.00

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								600.00		600.00
0114707	07/31/23	Outst	0177469	Bright Start College Sav	V0184644	07/31/23		100.00		100.00
								100.00		100.00
0114708	07/31/23	Outst	0001371	Colonial Life & Accident	V0184648	07/31/23		12.00		12.00
								12.00		12.00
0114709	07/31/23	Outst	0101061	Morton College Faculty	V0184646	07/31/23		4.17		4.17
								4.17		4.17
0114710	07/31/23	Outst	0001563	State Disbursement Unit	V0184656	07/31/23		50.00		50.00
					V0184657	07/31/23		961.71		961.71
								1,011.71		1,011.71
0114711	07/31/23	Outst	0218573	Strategic Solutions Serv	V0184655	07/31/23		100.00		100.00
								100.00		100.00
0114712	07/31/23	Outst	0219750	A Beep, LLC	V0184464	06/30/23	P0013938	439.97		439.97
								439.97		439.97
0114713	07/31/23	Outst	0219063	Accurate Biometrics, Inc	V0184021	06/30/23		2,925.00		2,925.00
								2,925.00		2,925.00
0114714	07/31/23	Outst	0206735	All Pro Truck Driving Sc	V0184530	06/30/23		13,600.00		13,600.00
								13,600.00		13,600.00
0114715	07/31/23	Outst	0182207	Alliant Insurance Servic	V0184515	07/25/23	B0005471	10,526.00		10,526.00
					V0184516	07/25/23	B0005471	82,732.00		82,732.00
					V0184635	07/27/23	B0005493	12,500.00		12,500.00
								105,758.00		105,758.00
0114716	07/31/23	Outst	0000981	American Library Associa	V0184583	07/26/23	P0013942	870.00		870.00
								870.00		870.00
0114717	07/31/23	Outst	0219646	Articulate Global, LLC	V0184535	06/30/23	P0013836	2,097.00		2,097.00
								2,097.00		2,097.00
0114718	07/31/23	Outst	0001401	AZ Commercial	V0184509	07/25/23	B0005450	255.51		255.51

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					V0184510	07/25/23	B0005450	14.99		14.99
								270.50		270.50
0114719	07/31/23	Outst	0219686	Aztec Software, LLC	V0184459	06/30/23	P0013779	3,501.56		3,501.56
					V0184460	06/30/23	P0013780	2,151.00		2,151.00
								5,652.56		5,652.56
0114720	07/31/23	Outst	0211963	Beat the Streets Chicago	V0184605	06/30/23		2,000.00		2,000.00
								2,000.00		2,000.00
0114721	07/31/23	Outst	0214691	Bee Liner Lean Services	V0184267	06/30/23		46,650.00		46,650.00
					V0184547	07/26/23	B0005439	3,000.00		3,000.00
								49,650.00		49,650.00
0114722	07/31/23	Outst	0001923	CARLI	V0184566	07/26/23	P0013998	3,803.78		3,803.78
					V0184585	07/26/23	P0013944	13,171.00		13,171.00
					V0184614	07/27/23	P0014027	1,000.00		1,000.00
								17,974.78		17,974.78
0114723	07/31/23	Outst	0152735	Cengage Learning/Gale	V0184578	07/26/23	P0013990	300.00		300.00
								300.00		300.00
0114724	07/31/23	Outst	0191577	Center for Research Libr	V0184576	07/26/23	P0013988	2,184.00		2,184.00
								2,184.00		2,184.00
0114725	07/31/23	Outst	0001195	Cintas Corporation	V0184520	07/25/23	B0005419	258.24		258.24
					V0184611	07/27/23	B0005419	258.24		258.24
								516.48		516.48
0114726	07/31/23	Outst	0001604	College Source, Inc.	V0184582	07/26/23	P0013939	5,780.53		5,780.53
								5,780.53		5,780.53
0114727	07/31/23	Outst	0001752	Comcast	V0184505	07/25/23	B0005393	6.30		6.30
					V0184506	07/25/23	B0005429	78.79		78.79
					V0184602	07/26/23	B0005393	304.85		304.85
								389.94		389.94
0114728	07/31/23	Outst	0001013	ComEd	V0184454	06/30/23	B0004716	13,619.78		13,619.78
					V0184496	07/25/23	B0005462	11,917.31		11,917.31
								25,537.09		25,537.09

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0114729	07/31/23	Outst	0001013	ComEd	V0184453	06/30/23	B0004746	166.80		166.80
					V0184495	07/25/23	B0005463	83.44		83.44
								250.24		250.24
0114730	07/31/23	Outst	0205020	DiaMedical USA Equipment	V0184468	06/30/23	P0013500	795.00		795.00
					V0184469	06/30/23	P0013500	15,199.95		15,199.95
								15,994.95		15,994.95
0114731	07/31/23	Outst	0001508	EBSCO	V0184574	07/26/23	P0013987	602.15-		-602.15
					V0184575	07/26/23	P0013987	1,106.47		1,106.47
								504.32		504.32
0114732	07/31/23	Outst	0002185	Ellucian Inc.	V0184556	07/26/23	P0013933	82,345.00		82,345.00
					V0184557	07/26/23	P0013933	18,445.00		18,445.00
					V0184558	07/26/23	P0013933	234,428.00		234,428.00
								335,218.00		335,218.00
0114733	07/31/23	Outst	0217792	FedEx	V0184498	07/25/23	B0005479	18.00		18.00
					V0184636	07/27/23	B0005479	13.86		13.86
								31.86		31.86
0114734	07/31/23	Outst	0001033	Fisher Scientific Compan	V0184666	07/31/23	P0013991	129.20		129.20
					V0184668	07/31/23	P0013910	239.29		239.29
								368.49		368.49
0114735	07/31/23	Outst	0001034	Flinn Scientific Inc	V0184619	07/27/23	P0013922	378.00		378.00
								378.00		378.00
0114736	07/31/23	Outst	0173594	Forward Space LLC	V0184440	06/30/23	B0005191	5,569.48		5,569.48
					V0184441	06/30/23	B0005161	17,448.98		17,448.98
								23,018.46		23,018.46
0114737	07/31/23	Outst	0213808	Gimnee Promos LLC	V0184508	06/30/23		490.18		490.18
								490.18		490.18
0114738	07/31/23	Outst	0001386	Grand Stage Company	V0184283	06/30/23		46.50		46.50
								46.50		46.50
0114739	07/31/23	Outst	0210378	Hinckley Springs	V0184659	07/31/23	B0005458	52.93		52.93

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								52.93		52.93
0114740	07/31/23	Outst	0001381	Home Depot/GECP	V0184503	07/25/23	B0005466	252.02		252.02
					V0184504	07/25/23	B0005466	290.31		290.31
								542.33		542.33
0114741	07/31/23	Outst	0001061	ICCTA	V0184412	06/30/23		132.00		132.00
								132.00		132.00
0114742	07/31/23	Outst	0167569	IHLS	V0184579	07/26/23	P0013992	701.88		701.88
								701.88		701.88
0114743	07/31/23	Outst	0001068	ILLCO, Inc.	V0184518	07/25/23	B0005380	583.50		583.50
					V0184542	07/26/23	B0005380	78.83		78.83
					V0184549	07/26/23	B0005380	136.24		136.24
					V0184550	07/26/23	B0005380	267.00		267.00
					V0184634	07/27/23	B0005380	44.97-		-44.97
								1,020.60		1,020.60
0114744	07/31/23	Outst	0218193	Illinois Counties Risk M	V0184581	07/26/23	P0013995	173,497.00		173,497.00
								173,497.00		173,497.00
0114745	07/31/23	Outst	0220194	InterpreNet, Ltd	V0184564	07/26/23	P0014012	1,235.00		1,235.00
								1,235.00		1,235.00
0114746	07/31/23	Outst	0002445	ITHAKA	V0184587	07/26/23	P0013950	875.00		875.00
								875.00		875.00
0114747	07/31/23	Outst	0197706	Johnson Controls Securit	V0184499	07/25/23	B0005476	317.27		317.27
								317.27		317.27
0114748	07/31/23	Outst	0001080	Keen Edge Co	V0184541	07/26/23	B0005381	26.78		26.78
								26.78		26.78
0114749	07/31/23	Outst	0209373	Meraki Kreativ LLC	V0184615	07/27/23	P0014029	212.25		212.25
								212.25		212.25
0114750	07/31/23	Outst	0194501	Michael Kautz Carpets &	V0184546	07/26/23	B0005446	4,405.00		4,405.00
								4,405.00		4,405.00

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0114751	07/31/23	Outst	0001541	Midwest Office Interiors	V0184452	06/30/23	B0005344	19,662.93		19,662.93
								19,662.93		19,662.93
0114752	07/31/23	Outst	0219386	Nazarii Mykhailenko	V0184473	06/30/23	P0013663	170.00		170.00
					V0184592	07/26/23	P0013906	510.00		510.00
								680.00		680.00
0114753	07/31/23	Outst	0001871	NACE	V0184559	07/26/23	P0013911	69.00		69.00
								69.00		69.00
0114754	07/31/23	Outst	0201589	NCCR Metals, Inc	V0184537	06/30/23	P0013858	796.51		796.51
					V0184538	06/30/23	P0013859	819.54		819.54
					V0184539	06/30/23	P0013860	756.76		756.76
								2,372.81		2,372.81
0114755	07/31/23	Outst	0208924	Nicor Gas	V0184442	06/30/23	B0004712	1,661.69		1,661.69
								1,661.69		1,661.69
0114756	07/31/23	Outst	0001118	NILRC	V0184521	07/25/23	B0005449	2,360.22		2,360.22
					V0184522	07/25/23	B0005449	5,125.33		5,125.33
					V0184523	07/25/23	B0005449	2,029.86		2,029.86
					V0184524	07/25/23	B0005449	3,622.30		3,622.30
					V0184525	07/25/23	B0005449	55.48		55.48
					V0184526	07/25/23	B0005449	3,342.07		3,342.07
					V0184584	07/26/23	P0013943	1,187.00		1,187.00
								17,722.26		17,722.26
0114757	07/31/23	Outst	0206004	OverDrive, Inc.	V0184588	07/26/23	P0013951	892.86		892.86
					V0184589	07/26/23	P0013951	1,662.50		1,662.50
								2,555.36		2,555.36
0114758	07/31/23	Outst	0002406	Paisans Pizza	V0184553	07/26/23	P0014004	139.21		139.21
					V0184554	07/26/23	P0014004	238.00		238.00
					V0184567	07/26/23	P0013999	61.73		61.73
					V0184568	07/26/23	P0014000	61.73		61.73
					V0184569	07/26/23	P0014003	630.42		630.42
					V0184606	06/30/23		332.65		332.65
					V0184626	07/27/23	P0014035	241.92		241.92
								1,705.66		1,705.66
0114759	07/31/23	Outst	0217317	Panera, LLC	V0184599	07/26/23	P0014014	267.19		267.19
					V0184612	07/27/23	P0014002	96.71		96.71

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								363.90		363.90
0114760	07/31/23	Outst	0001128	Pasco Scientific	V0184639	07/27/23	P0013968	580.00		580.00
					V0184640	07/27/23	P0013969	328.00		328.00
								908.00		908.00
0114761	07/31/23	Outst	0196739	Police Law Institute	V0184421	06/30/23		1,140.00		1,140.00
								1,140.00		1,140.00
0114762	07/31/23	Outst	0191643	Positive Promotions, Inc	V0184458	06/30/23	P0013718	999.37		999.37
					V0184462	06/30/23	P0013530	994.23		994.23
								1,993.60		1,993.60
0114763	07/31/23	Outst	0199416	Promo Direct	V0184461	06/30/23	P0013787	999.90		999.90
								999.90		999.90
0114764	07/31/23	Outst	0001143	Sargent Welch	V0184643	07/27/23	P0013921	227.88		227.88
					V0184669	07/31/23	P0013921	199.90		199.90
								427.78		427.78
0114765	07/31/23	Outst	0000965	Sigma-Aldrich Inc	V0184637	07/27/23	P0013953	76.26		76.26
					V0184638	07/27/23	P0013953	135.72		135.72
								211.98		211.98
0114766	07/31/23	Outst	0158956	Sound Incorporated	V0184470	06/30/23	P0013883	280.00		280.00
								280.00		280.00
0114767	07/31/23	Outst	0001514	Specialty Floors Inc	V0184627	07/27/23	P0014040	2,280.00		2,280.00
								2,280.00		2,280.00
0114768	07/31/23	Outst	0196236	Thomas Scientific	V0184641	07/27/23	P0013919	63.88		63.88
								63.88		63.88
0114769	07/31/23	Outst	0214009	TraceSecurity, LLC	V0184565	07/26/23	P0014013	7,805.00		7,805.00
								7,805.00		7,805.00
0114770	07/31/23	Outst	0187642	Trane U.S. Inc	V0184517	07/25/23	B0005472	157.51		157.51
								157.51		157.51

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0114771	07/31/23	Outst	0164582	TruTech Tools, LTD.	V0184463	06/30/23	P0013495	974.51		974.51
								974.51		974.51
0114772	07/31/23	Outst	0177074	Turnitin, LLC	V0184586	07/26/23	P0013949	14,500.00		14,500.00
								14,500.00		14,500.00
0114773	07/31/23	Outst	0219113	Ty's One Stop Custom Sho	V0184369	06/30/23		340.00		340.00
								340.00		340.00
0114774	07/31/23	Outst	0200282	Victor M. Albanil Beltra	V0184660	07/31/23	P0014042	402.00		402.00
					V0184661	07/31/23	P0014041	340.00		340.00
								742.00		742.00
0114775	07/31/23	Outst	0200205	Visible Body	V0184562	07/26/23	P0014016	1,429.78		1,429.78
								1,429.78		1,429.78
0114776	07/31/23	Outst	0206041	Welding Industrial Suppl	V0184536	06/30/23	P0013897	558.92		558.92
								558.92		558.92
0114777	07/31/23	Outst	0001406	Wex Bank	V0184455	06/30/23	B0005281	132.74		132.74
					V0184456	06/30/23	B0005269	610.01		610.01
					V0184457	06/30/23	B0004731	171.77		171.77
					V0184493	07/25/23	B0005467	691.42		691.42
								1,605.94		1,605.94
E0021563	07/05/23	Outst	0024766	Miriam V. Andablo	V0182956	07/03/23		4,500.00		4,500.00
								4,500.00		4,500.00
E0021564	07/05/23	Outst	0200111	Moises Avelar	V0182698	06/27/23		107.00		107.00
								107.00		107.00
E0021565	07/05/23	Outst	0133528	Sandra Avila	V0182623	06/21/23		107.00		107.00
								107.00		107.00
E0021566	07/05/23	Outst	0214784	Jeffrey Bambule	V0182960	07/03/23		6,000.00		6,000.00
								6,000.00		6,000.00
E0021567	07/05/23	Outst	0164347	Jacky Barrientos	V0182694	06/27/23		107.00		107.00
								107.00		107.00

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E0021568	07/05/23	Outst	0209537	Joao V. Braganca Rosito	V0182937	06/29/23		750.00		750.00
								750.00		750.00
E0021569	07/05/23	Outst	0214098	Ms. Marisol Campos Garci	V0182709	06/27/23		425.00		425.00
								425.00		425.00
E0021570	07/05/23	Outst	0203813	Isis D. Chism	V0182689	06/27/23		307.00		307.00
								307.00		307.00
E0021571	07/05/23	Outst	0162406	Mrs. Irina V. Cline	V0182968	06/30/23		229.08		229.08
					V0182969	07/01/23		19.95		19.95
								249.03		249.03
E0021572	07/05/23	Outst	0208811	Stephen Dowjotas	V0182955	07/03/23		4,250.00		4,250.00
								4,250.00		4,250.00
E0021573	07/05/23	Outst	0208192	Dinayily Escorbores	V0182682	06/27/23		307.00		307.00
								307.00		307.00
E0021574	07/05/23	Outst	0000931	Mr. Juan M. Franco	V0182959	07/03/23		4,000.00		4,000.00
								4,000.00		4,000.00
E0021575	07/05/23	Outst	0209596	Ms. Anayeli Fuentes	V0182970	06/30/23		14.86		14.86
								14.86		14.86
E0021576	07/05/23	Outst	0209721	Martello B. Gillespie	V0182947	06/29/23		750.00		750.00
								750.00		750.00
E0021577	07/05/23	Outst	0209357	Teofilo A. Gouvea, SR	V0182936	06/29/23		750.00		750.00
								750.00		750.00
E0021578	07/05/23	Outst	0181335	Jessica Bianca B. Guerra	V0182693	06/27/23		307.00		307.00
								307.00		307.00
E0021579	07/05/23	Outst	0000021	Ms Linda Koutny	V0182707	06/27/23		425.00		425.00
								425.00		425.00

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E0021580	07/05/23	Outst	0208600	Pedro Martines	V0182939	06/29/23		750.00		750.00
								750.00		750.00
E0021581	07/05/23	Outst	0017224	Ms Gabriela Mata	V0182712	06/28/23		119.99		119.99
					V0182742	06/28/23		179.28		179.28
								299.27		299.27
E0021582	07/05/23	Outst	0205638	Ava Maria C. Mccarthy	V0182702	06/27/23		107.00		107.00
								107.00		107.00
E0021583	07/05/23	Outst	0206101	Kevin W. McManaman	V0182958	07/03/23		5,000.00		5,000.00
								5,000.00		5,000.00
E0021584	07/05/23	Outst	0183627	Agime Memed	V0182622	06/21/23		307.00		307.00
								307.00		307.00
E0021585	07/05/23	Outst	0197664	Ms. Claudia Mosqueda	V0182704	06/27/23		500.00		500.00
					V0182926	06/29/23		200.00		200.00
								700.00		700.00
E0021586	07/05/23	Outst	0199309	Jason Nichols	V0182961	07/03/23		15,000.00		15,000.00
								15,000.00		15,000.00
E0021587	07/05/23	Outst	0203274	Eric Nieto	V0182940	06/29/23		750.00		750.00
								750.00		750.00
E0021588	07/05/23	Outst	0215107	Giovana Nogueirada Silva	V0182591	06/21/23		350.00		350.00
								350.00		350.00
E0021589	07/05/23	Outst	0152147	Alejandro Pedraza	V0182944	06/29/23		750.00		750.00
								750.00		750.00
E0021590	07/05/23	Outst	0182901	Joel Quezada, JR	V0182951	06/30/23		4,500.00		4,500.00
								4,500.00		4,500.00
E0021591	07/05/23	Outst	0196045	Jennifer Ramirez	V0182620	06/21/23		307.00		307.00
								307.00		307.00

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E0021592	07/05/23	Outst	0197567	Luz Robles	V0182621	06/21/23		307.00		307.00
								307.00		307.00
E0021593	07/05/23	Outst	0176424	Angel Romo	V0182945	06/29/23		750.00		750.00
								750.00		750.00
E0021594	07/05/23	Outst	0209695	Jonathan Rush	V0182957	07/03/23		8,000.00		8,000.00
								8,000.00		8,000.00
E0021595	07/05/23	Outst	0025321	Maribel Salto	V0182687	06/27/23		107.00		107.00
								107.00		107.00
E0021596	07/05/23	Outst	0178165	Odariz M. Sanchez	V0182699	06/27/23		107.00		107.00
								107.00		107.00
E0021597	07/05/23	Outst	0172945	Ms. Perla A. Santoyo	V0182954	06/30/23		425.00		425.00
								425.00		425.00
E0021598	07/05/23	Outst	0044546	Oliver Solis	V0182941	06/29/23		750.00		750.00
								750.00		750.00
E0021599	07/05/23	Outst	0160304	Mrs. Melissa M. Stanukin	V0182967	06/30/23		17.49		17.49
								17.49		17.49
E0021600	07/05/23	Outst	0201915	Kelly Sullivan	V0182697	06/27/23		107.00		107.00
								107.00		107.00
E0021601	07/05/23	Outst	0005802	Ms. Juhelia T. Thompson	V0182637	06/22/23		302.28		302.28
								302.28		302.28
E0021602	07/05/23	Outst	0188384	Karen Valdez	V0182695	06/27/23		107.00		107.00
								107.00		107.00
E0021603	07/05/23	Outst	0000808	Ms. Marisol Velazquez	V0182943	06/29/23		141.25		141.25
					V0182965	06/30/23		500.00		500.00
								641.25		641.25
E0021604	07/05/23	Outst	0158266	Mr. Christopher J. Wido	V0182952	07/03/23		4,250.00		4,250.00

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								4,250.00		4,250.00
E0021605	07/05/23	Outst	0190102	Ms. Brandie N. Windham	V0182648	06/26/23		89.99		89.99
								89.99		89.99
E0021606	07/12/23	Outst	0176222	Aldara Alvarez	V0182991	06/30/23		374.00		374.00
								374.00		374.00
E0021607	07/12/23	Outst	0162406	Mrs. Irina V. Cline	V0184037	07/10/23		80.81		80.81
								80.81		80.81
E0021608	07/12/23	Outst	0209400	Dayanara C. Diaz	V0182711	06/28/23		297.77		297.77
								297.77		297.77
E0021609	07/12/23	Outst	0175945	Daisy Faz	V0182962	07/03/23		300.00		300.00
								300.00		300.00
E0021610	07/12/23	Outst	0213490	Aaron Patawaran	V0184029	06/30/23		4,000.00		4,000.00
								4,000.00		4,000.00
E0021611	07/12/23	Void	0176638	Monica Sanchez-Torres						
E0021612	07/12/23	Outst	0044546	Oliver Solis	V0182758	06/28/23		187.00		187.00
								187.00		187.00
E0021613	07/13/23	Outst	0001422	CCCTU-Cope Fund	V0184164	07/13/23		108.00		108.00
								108.00		108.00
E0021614	07/13/23	Outst	0001374	College & University Cre	V0184166	07/13/23		200.00		200.00
								200.00		200.00
E0021615	07/13/23	Outst	0191845	Metropolitan Alliance of	V0184168	07/13/23		132.00		132.00
								132.00		132.00
E0021616	07/13/23	Outst	0001372	Morton College Teachers	V0184169	07/13/23		2,663.03		2,663.03
					V0184170	07/13/23		1,687.13		1,687.13
								4,350.16		4,350.16
E0021617	07/13/23	Outst	0209135	Omni Financial Group, In	V0184171	07/13/23		11,946.51		11,946.51

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								11,946.51		11,946.51
E0021618	07/13/23	Outst	0001513	SEIU Local 73 Cope	V0184172	07/13/23		35.00		35.00
								35.00		35.00
E0021619	07/13/23	Outst	0001373	Service Employees Intl U	V0184173	07/13/23		350.09		350.09
								350.09		350.09
E0021622	07/13/23	Outst	0182919	Mr. Ryan Denson	V0184202	07/13/23	B0005402	2,800.00		2,800.00
								2,800.00		2,800.00
E0021623	07/13/23	Outst	0190089	3OE Solutions	V0184201	07/13/23	B0005418	4,333.00		4,333.00
								4,333.00		4,333.00
E0021624	07/13/23	Outst	0001466	5 Star Interpreting	V0184159	06/30/23	P0013895	2,800.75		2,800.75
								2,800.75		2,800.75
E0021625	07/13/23	Outst	0190802	All-Types Elevators Inc	V0184098	06/30/23	B0005071	569.60		569.60
								569.60		569.60
E0021626	07/13/23	Outst	0188188	Amazon Capital Services	V0182980	06/30/23		1,858.93		1,858.93
					V0184073	06/30/23	B0005336	2,022.03		2,022.03
					V0184100	06/30/23	B0005274	89.91-		-89.91
					V0184120	06/30/23	P0013893	168.20		168.20
					V0184131	06/30/23	P0013742	742.44		742.44
					V0184134	06/30/23	P0013842	162.37		162.37
					V0184136	06/30/23	P0013890	65.98		65.98
					V0184137	06/30/23	P0013855	169.90		169.90
					V0184138	06/30/23	P0013861	159.00		159.00
					V0184139	06/30/23	B0004968	912.40		912.40
					V0184151	06/30/23	P0013850	138.23		138.23
					V0184152	06/30/23	P0013794	742.44		742.44
								7,052.01		7,052.01
E0021627	07/13/23	Outst	0156646	ATI Nursing Education	V0184126	06/30/23	P0013892	2,418.00		2,418.00
								2,418.00		2,418.00
E0021628	07/13/23	Outst	0001272	Batteries Plus LLC	V0184099	06/30/23	B0004657	198.72		198.72
								198.72		198.72
E0021629	07/13/23	Outst	0194510	Blades of Glory Inc	V0184088	06/30/23	B0004673	700.00		700.00

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					V0184089	06/30/23	B0004673	700.00		700.00
					V0184090	06/30/23	B0004673	700.00		700.00
					V0184091	06/30/23	B0004673	700.00		700.00
					V0184092	06/30/23	B0004673	700.00		700.00
								3,500.00		3,500.00
E0021630	07/13/23	Outst	0212469	Blue Outdoor LLC	V0184103	06/30/23	B0005306	4,370.00		4,370.00
								4,370.00		4,370.00
E0021631	07/13/23	Outst	0213459	Bohm Consulting LLC	V0184102	06/30/23	B0005152	3,666.00		3,666.00
								3,666.00		3,666.00
E0021632	07/13/23	Outst	0201853	Club Automation, LLC	V0184228	07/13/23	B0005424	1,192.55		1,192.55
								1,192.55		1,192.55
E0021633	07/13/23	Outst	0161721	Crestline Specialties In	V0184130	06/30/23	P0013639	967.48		967.48
								967.48		967.48
E0021634	07/13/23	Outst	0209578	DisposAll Waste Services	V0184093	06/30/23	B0005305	491.31		491.31
					V0184187	07/13/23	B0005414	477.41		477.41
								968.72		968.72
E0021635	07/13/23	Outst	0219437	Farmer's Fridge	V0184158	06/30/23	P0013898	4,700.00		4,700.00
								4,700.00		4,700.00
E0021636	07/13/23	Outst	0205565	Game One	V0184107	06/30/23	B0005041	3,989.47		3,989.47
								3,989.47		3,989.47
E0021637	07/13/23	Outst	0201760	Garvey's Office Products	V0184223	07/13/23	P0013918	513.76		513.76
								513.76		513.76
E0021638	07/13/23	Outst	0205972	Gas Plus DBA Buddy Bear	V0184083	06/30/23	B0004741	71.96		71.96
								71.96		71.96
E0021639	07/13/23	Outst	0213945	GTSimulators by Global T	V0184129	06/30/23	P0013701	4,671.00		4,671.00
								4,671.00		4,671.00
E0021640	07/13/23	Outst	0161549	Heartland Business Syste	V0184204	07/13/23	B0005398	13,540.13		13,540.13
								13,540.13		13,540.13

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E0021641	07/13/23	Outst	0001890	Konica Minolta Bus Solut	V0182765	06/28/23	B0005055	12.40		12.40
					V0184195	07/13/23	B0005416	102.00		102.00
					V0184196	07/13/23	B0005416	102.00		102.00
					V0184197	07/13/23	B0005416	102.00		102.00
					V0184199	07/13/23	B0005416	102.00		102.00
								420.40		420.40
E0021642	07/13/23	Outst	0002233	Konica Minolta Premier F	V0184188	07/13/23	B0005417	1,960.36		1,960.36
					V0184189	07/13/23	B0005417	451.00		451.00
					V0184193	07/13/23	B0005417	125.17		125.17
					V0184194	07/13/23	B0005417	2,897.00		2,897.00
								5,433.53		5,433.53
E0021643	07/13/23	Outst	0001559	Krueger International In	V0184082	06/30/23	B0005192	5,402.70		5,402.70
								5,402.70		5,402.70
E0021644	07/13/23	Outst	0209062	Latinologues Inc	V0184095	07/12/23	B0005413	2,500.00		2,500.00
								2,500.00		2,500.00
E0021645	07/13/23	Outst	0217171	Los Designs, LLC	V0184047	06/30/23		600.00		600.00
					V0184048	06/30/23		780.00		780.00
					V0184160	06/30/23	P0013881	600.00		600.00
								1,980.00		1,980.00
E0021646	07/13/23	Outst	0217543	NobleTec, LLC	V0184097	06/30/23	B0005296	8,966.00		8,966.00
								8,966.00		8,966.00
E0021647	07/13/23	Outst	0001122	Office Depot Business So	V0184084	06/30/23	B0004686	189.92		189.92
					V0184085	06/30/23	B0004686	61.98		61.98
					V0184086	06/30/23	B0004686	63.48		63.48
								315.38		315.38
E0021648	07/13/23	Outst	0219663	Paragon Micro Inc	V0184125	06/30/23	P0013805	21,876.80		21,876.80
								21,876.80		21,876.80
E0021649	07/13/23	Outst	0001967	Shaw Media	V0184104	06/30/23	B0004661	1,199.00		1,199.00
					V0184108	06/30/23		90.30		90.30
								1,289.30		1,289.30
E0021650	07/13/23	Outst	0208071	Signature Transportation	V0184214	07/13/23	P0013930	1,847.50		1,847.50

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								1,847.50		1,847.50
E0021651	07/13/23	Outst	0193721	TimeClock Plus, LLC	V0184109	06/30/23	B0005370	10,375.51		10,375.51
					V0184117	06/30/23	B0004727	2,325.60		2,325.60
								12,701.11		12,701.11
E0021652	07/13/23	Outst	0001485	Citibank, N.A.	V0184141	06/30/23	P0013928	106.35		106.35
					V0184142	06/30/23	P0013875	338.78		338.78
					V0184143	06/30/23	P0013876	215.76		215.76
					V0184144	06/30/23	P0013931	175.40		175.40
					V0184236	06/30/23	P0013867	125.51		125.51
					V0184237	06/30/23	P0013868	114.78		114.78
					V0184238	07/13/23	P0013932	777.91		777.91
								1,854.49		1,854.49
E0021653	07/13/23	Outst	0001161	State Univ Retirement Sy	V0184176	07/13/23		84,859.89		84,859.89
								84,859.89		84,859.89
E0021654	07/19/23	Outst	0188213	Old National Bank	V0184077	06/30/23		649.00		649.00
					V0184184	06/30/23		252.53		252.53
					V0184185	06/30/23		99.00		99.00
					V0184373	06/30/23	P0013884	897.00		897.00
					V0184374	06/30/23	P0013786	40.00		40.00
					V0184375	06/30/23	B0004818	150.00		150.00
					V0184376	06/30/23	B0004835	4.88		4.88
					V0184377	06/30/23	B0005346	50.40		50.40
					V0184378	06/30/23	B0004813	199.00		199.00
					V0184379	06/30/23	P0013800	94.54		94.54
					V0184380	06/30/23	B0004813	135.00		135.00
					V0184381	06/30/23	P0013856	103.48		103.48
					V0184382	06/30/23	P0013696	18,233.82		18,233.82
					V0184383	06/30/23	P0013927	764.50		764.50
					V0184384	06/30/23	P0013792	9,000.00		9,000.00
					V0184385	06/30/23	B0004813	75.00		75.00
					V0184386	06/30/23	P0013862	839.98		839.98
					V0184387	07/19/23	P0013997	2,090.00		2,090.00
					V0184388	07/19/23	P0013904	5,950.00		5,950.00
					V0184365	06/30/23		756.00		756.00
								40,384.13		40,384.13
E0021682	07/19/23	Outst	0214784	Jeffrey Bambule	V0184286	07/18/23		274.48		274.48
								274.48		274.48
E0021683	07/19/23	Outst	0208632	Gianine R. Boado	V0184289	06/30/23		70.00		70.00
								70.00		70.00

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E0021684	07/19/23	Outst	0214098	Ms. Marisol Campos Garci	V0184045	07/12/23		57.92		57.92
								57.92		57.92
E0021685	07/19/23	Outst	0159466	Ms. Isabel Cervantes	V0184256	07/13/23		65.61		65.61
								65.61		65.61
E0021686	07/19/23	Outst	0162406	Mrs. Irina V. Cline	V0184367	07/18/23		268.21		268.21
								268.21		268.21
E0021687	07/19/23	Outst	0215230	Taajwar A. Davis	V0184290	06/30/23		60.00		60.00
								60.00		60.00
E0021688	07/19/23	Outst	0212368	J. Gary Dennis	V0184276	07/18/23		500.00		500.00
								500.00		500.00
E0021689	07/19/23	Outst	0210057	Colin Denny	V0184277	07/18/23		1,750.00		1,750.00
								1,750.00		1,750.00
E0021690	07/19/23	Outst	0195818	Clarisa Gomez	V0184265	07/17/23		800.00		800.00
								800.00		800.00
E0021691	07/19/23	Outst	0209357	Teofilo A. Gouvea, SR	V0184288	06/30/23		70.00		70.00
								70.00		70.00
E0021692	07/19/23	Outst	0165694	Dr. Sara E. Helmus	V0184052	07/12/23		819.00		819.00
								819.00		819.00
E0021693	07/19/23	Outst	0061134	Mrs. Jennifer R. Iniquez	V0184287	07/18/23		109.35		109.35
								109.35		109.35
E0021694	07/19/23	Outst	0208631	Leia B. James	V0184291	06/30/23		60.00		60.00
								60.00		60.00
E0021695	07/19/23	Outst	0156123	Mrs. Nancy N. Jeffries	V0184056	07/12/23		62.50		62.50
								62.50		62.50
E0021696	07/19/23	Outst	0000004	Mr. Micheal A. Kott	V0184278	07/18/23		500.00		500.00

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								500.00		500.00
E0021697	07/19/23	Outst	0157638	Ms. Alejandra Le	V0184114	07/12/23		86.62		86.62
								86.62		86.62
E0021698	07/19/23	Outst	0162050	Ms Prairie L. Markussen	V0184253	06/30/23		139.00		139.00
					V0184255	06/30/23		249.00		249.00
								388.00		388.00
E0021699	07/19/23	Outst	0002697	Dr. Keith McLaughlin	V0184259	07/17/23		3,860.48		3,860.48
					V0184271	06/30/23		144.08		144.08
								4,004.56		4,004.56
E0021700	07/19/23	Outst	0206101	Kevin W. McManaman	V0184280	07/18/23		250.00		250.00
								250.00		250.00
E0021701	07/19/23	Outst	0193752	Evelyn R. Rosales	V0184081	06/30/23		300.00		300.00
								300.00		300.00
E0021702	07/19/23	Outst	0176638	Monica Sanchez-Torres	V0182660	06/27/23		88.96		88.96
								88.96		88.96
E0021703	07/19/23	Outst	0209456	Mia A. Simpson	V0184292	06/30/23		60.00		60.00
								60.00		60.00
E0021704	07/19/23	Outst	0005802	Ms. Juhelia T. Thompson	V0184258	06/30/23		658.92		658.92
								658.92		658.92
E0021705	07/19/23	Outst	0190102	Ms. Brandie N. Windham	V0180080	03/22/23		37.69		37.69
								37.69		37.69
E0021706	07/20/23	Outst	0212408	Jesse A. Galeana	V0184394	06/30/23		1,833.00		1,833.00
					V0184395	07/20/23		3,667.00		3,667.00
								5,500.00		5,500.00
E0021707	07/20/23	Outst	0204642	George Martinez	V0184399	06/30/23		688.00		688.00
								688.00		688.00
E0021708	07/20/23	Outst	0199432	Ivan M. Tejeda	V0184398	06/30/23		600.00		600.00

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								600.00		600.00
E0021711	07/26/23	Outst	0209905	Teresa L. Alderman	V0184431	07/25/23		114.33		114.33
								114.33		114.33
E0021712	07/26/23	Outst	0214784	Jeffrey Bambule	V0184433	07/25/23		510.13		510.13
								510.13		510.13
E0021713	07/26/23	Outst	0200047	Ms. Carissa Davis	V0184032	06/30/23		784.39		784.39
					V0184034	06/30/23		237.00		237.00
					V0184035	07/10/23		489.54		489.54
					V0184036	07/10/23		300.00		300.00
								1,810.93		1,810.93
E0021714	07/26/23	Outst	0212368	J. Gary Dennis	V0184419	07/25/23		66.43		66.43
								66.43		66.43
E0021715	07/26/23	Outst	0209596	Ms. Anayeli Fuentes	V0184413	07/24/23		77.97		77.97
								77.97		77.97
E0021716	07/26/23	Outst	0105355	Ms. Alexa E. Herrera	V0184404	07/20/23		93.75		93.75
								93.75		93.75
E0021717	07/26/23	Outst	0000841	Mrs. Michelle C. Herrera	V0184391	07/19/23		25.00		25.00
								25.00		25.00
E0021718	07/26/23	Outst	0169153	Ms. Amy L. Kinney	V0184410	07/24/23		90.09		90.09
								90.09		90.09
E0021719	07/26/23	Outst	0000004	Mr. Micheal A. Kott	V0184397	07/20/23		437.47		437.47
								437.47		437.47
E0021720	07/26/23	Outst	0002697	Dr. Keith McLaughlin	V0184573	07/26/23		126.49		126.49
								126.49		126.49
E0021721	07/26/23	Outst	0206101	Kevin W. McManaman	V0184430	07/25/23		130.89		130.89
								130.89		130.89
E0021722	07/26/23	Outst	0199309	Jason Nichols	V0184279	07/18/23		8,000.00		8,000.00

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								8,000.00		8,000.00
E0021723	07/26/23	Outst	0000953	Ms. Liliana Raygoza	V0184414	07/24/23		28.75		28.75
								28.75		28.75
E0021724	07/26/23	Outst	0160304	Mrs. Melissa M. Stanukin	V0184407	07/24/23		31.12		31.12
								31.12		31.12
E0021725	07/26/23	Outst	0201801	Michael R. Traversa	V0165264	08/09/22		6,000.00		6,000.00
								6,000.00		6,000.00
E0021726	07/26/23	Outst	0190102	Ms. Brandie N. Windham	V0184408	07/24/23		1,100.00		1,100.00
								1,100.00		1,100.00
E0021727	07/31/23	Outst	0001422	CCCTU-Cope Fund	V0184645	07/31/23		108.00		108.00
								108.00		108.00
E0021728	07/31/23	Outst	0001374	College & University Cre	V0184647	07/31/23		200.00		200.00
								200.00		200.00
E0021729	07/31/23	Outst	0191845	Metropolitan Alliance of	V0184649	07/31/23		132.00		132.00
								132.00		132.00
E0021730	07/31/23	Outst	0001372	Morton College Teachers	V0184650	07/31/23		2,663.03		2,663.03
					V0184651	07/31/23		1,712.14		1,712.14
								4,375.17		4,375.17
E0021731	07/31/23	Outst	0209135	Omni Financial Group, In	V0184652	07/31/23		11,570.04		11,570.04
								11,570.04		11,570.04
E0021732	07/31/23	Outst	0001513	SEIU Local 73 Cope	V0184653	07/31/23		35.00		35.00
								35.00		35.00
E0021733	07/31/23	Outst	0001373	Service Employees Intl U	V0184654	07/31/23		350.09		350.09
								350.09		350.09
E0021734	07/31/23	Outst	0001161	State Univ Retirement Sy	V0184658	07/31/23		84,310.86		84,310.86
								84,310.86		84,310.86

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
E0021735	07/31/23	Outst	0182919	Mr. Ryan Denson	V0184476	07/25/23	B0005402	2,800.00		2,800.00
								2,800.00		2,800.00
E0021736	07/31/23	Outst	0001466	5 Star Interpreting	V0184563	07/26/23	P0014009	7,371.25		7,371.25
					V0184366	06/30/23		5,537.50		5,537.50
								12,908.75		12,908.75
E0021737	07/31/23	Outst	0209709	Accurate Employment Scre	V0184437	06/30/23	B0005295	3,371.10		3,371.10
								3,371.10		3,371.10
E0021738	07/31/23	Outst	0188188	Amazon Capital Services	V0184479	07/25/23	B0005442	256.49		256.49
					V0184480	07/25/23	B0005437	540.87		540.87
					V0184481	07/25/23	B0005453	39.85		39.85
					V0184482	07/25/23	B0005405	95.98		95.98
					V0184483	07/25/23	B0005406	165.83		165.83
					V0184484	07/25/23	B0005473	94.95		94.95
					V0184485	07/25/23	B0005442	89.98		89.98
					V0184486	07/25/23	B0005435	305.82		305.82
					V0184487	07/25/23	B0005443	210.97		210.97
					V0184488	07/25/23	B0005480	67.74		67.74
					V0184489	07/25/23	B0005480	576.38		576.38
					V0184490	07/25/23	B0005454	30.29		30.29
					V0184491	07/25/23	B0005454	48.44		48.44
					V0184528	06/30/23		79.46-		-79.46
					V0184540	07/26/23	B0005435	594.81		594.81
					V0184560	07/26/23	P0013960	298.61		298.61
					V0184580	07/26/23	P0013994	779.00		779.00
					V0184594	07/26/23	P0013940	85.67-		-85.67
					V0184595	07/26/23	P0013940	162.16		162.16
					V0184596	07/26/23	P0013958	595.43		595.43
					V0184597	07/26/23	P0014015	759.83		759.83
					V0184622	07/27/23	P0013993	76.88		76.88
								5,625.18		5,625.18
E0021739	07/31/23	Outst	0169207	Arbor Scientific	V0184621	07/27/23	P0013923	611.66		611.66
								611.66		611.66
E0021740	07/31/23	Outst	0001490	Arc One Electric	V0184402	06/30/23		2,861.40		2,861.40
					V0184403	06/30/23		1,633.70		1,633.70
								4,495.10		4,495.10
E0021741	07/31/23	Outst	0196421	Balloons by Tommy	V0184600	07/26/23	P0013956	603.00		603.00
								603.00		603.00

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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
E0021742	07/31/23	Outst	0219389	Brookshandyman & Assembl	V0184555	07/26/23	P0013961	75.00		75.00
					V0184590	07/26/23	P0013966	500.00		500.00
							575.00		575.00	
E0021743	07/31/23	Outst	0001593	CDW Government LLC	V0184633	06/30/23	B0005137	4,437.15		4,437.15
							4,437.15		4,437.15	
E0021744	07/31/23	Outst	0211877	City Wide Facility Solut	V0184662	07/31/23	P0014043	3,984.75		3,984.75
							3,984.75		3,984.75	
E0021745	07/31/23	Outst	0201853	Club Automation, LLC	V0184663	07/31/23	P0014034	2,210.00		2,210.00
							2,210.00		2,210.00	
E0021746	07/31/23	Outst	0209459	Cornerstone Government A	V0184497	07/25/23	B0005457	14,000.00		14,000.00
							14,000.00		14,000.00	
E0021747	07/31/23	Outst	0212349	Del's Moving Inc	V0184570	07/26/23	P0013985	950.00		950.00
							950.00		950.00	
E0021748	07/31/23	Outst	0208992	Direct Energy Business	V0184432	06/30/23		2,825.31		2,825.31
							2,825.31		2,825.31	
E0021749	07/31/23	Outst	0209578	DisposAll Waste Services	V0184477	07/25/23	B0005414	594.60		594.60
					V0184551	07/26/23	B0005414	291.75		291.75
					V0184552	07/26/23	B0005414	392.53		392.53
							1,278.88		1,278.88	
E0021750	07/31/23	Outst	0198694	ePromos Promotional Prod	V0184443	06/30/23	B0005459	1,826.02		1,826.02
					V0184444	06/30/23	B0005459	299.22		299.22
					V0184445	06/30/23	B0005459	472.22		472.22
					V0184446	06/30/23	B0005459	457.42		457.42
					V0184447	06/30/23	B0005459	337.47		337.47
					V0184448	06/30/23	B0005459	462.38		462.38
					V0184449	06/30/23	B0005459	767.94		767.94
					V0184450	06/30/23	B0005459	1,145.90		1,145.90
					V0184598	07/26/23	P0013914	804.82		804.82
					V0184613	07/27/23	P0013912	438.87		438.87
							7,012.26		7,012.26	
E0021751	07/31/23	Outst	0218528	ezCater, Inc	V0184465	06/30/23	P0013879	1,591.20		1,591.20
					V0184466	06/30/23	P0013880	295.67		295.67

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
					V0184467	06/30/23	P0013870	319.85		319.85
					V0184548	07/26/23	B0005415	392.14		392.14
					V0184591	07/26/23	P0013957	335.58		335.58
					V0184601	07/26/23	P0013965	362.51		362.51
								3,296.95		3,296.95
E0021752	07/31/23	Outst	0212859	Floods Royal Flush Inc	V0184492	07/25/23	B0005482	1,450.00		1,450.00
								1,450.00		1,450.00
E0021753	07/31/23	Outst	0196370	Follett Higher Education	V0184246	06/30/23		2,208.95		2,208.95
					V0184494	06/30/23		3,501.00		3,501.00
								5,709.95		5,709.95
E0021754	07/31/23	Outst	0202852	Freepoint Energy Solutio	V0184436	06/30/23	B0005339	15,990.47		15,990.47
					V0184475	07/25/23	B0005484	13,991.66		13,991.66
								29,982.13		29,982.13
E0021755	07/31/23	Outst	0205565	Game One	V0184502	07/25/23	B0005447	831.60		831.60
					V0184623	07/27/23	B0005460	2,454.37		2,454.37
					V0184624	07/27/23	B0005460	2,152.50		2,152.50
					V0184625	07/27/23	B0005460	1,114.31		1,114.31
					V0184435	06/30/23		1,880.55		1,880.55
								8,433.33		8,433.33
E0021756	07/31/23	Outst	0161549	Heartland Business Syste	V0184272	06/30/23		337.50		337.50
					V0184577	07/26/23	P0013989	112.50		112.50
								450.00		450.00
E0021757	07/31/23	Outst	0213750	JourneyEd.com, Inc	V0184642	07/27/23	P0013924	1,100.00		1,100.00
								1,100.00		1,100.00
E0021758	07/31/23	Outst	0001890	Konica Minolta Bus Solut	V0184438	06/30/23	B0005055	1,249.52		1,249.52
					V0184439	06/30/23	B0005055	5.39		5.39
					V0184608	06/30/23	B0005055	59.51		59.51
					V0184609	06/30/23	B0005055	285.14		285.14
					V0184610	07/27/23	B0005416	570.27		570.27
					V0184632	06/30/23	B0005055	0.91		-0.91
								2,168.92		2,168.92
E0021759	07/31/23	Outst	0002233	Konica Minolta Premier F	V0184511	07/25/23	B0005417	777.63		777.63
					V0184512	07/25/23	B0005417	332.61		332.61
					V0184513	07/25/23	B0005417	654.91		654.91

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
					V0184514	07/25/23	B0005417	193.47		193.47
								1,958.62		1,958.62
E0021760	07/31/23	Outst	0188162	Lake County Press	V0184519	07/25/23	B0005452	188.00		188.00
								188.00		188.00
E0021761	07/31/23	Outst	0209949	Latimer Levay Fyock Llc	V0184368	06/30/23		118.00		118.00
								118.00		118.00
E0021762	07/31/23	Outst	0209062	Latinologues Inc	V0184529	07/25/23	B0005413	2,500.00		2,500.00
								2,500.00		2,500.00
E0021763	07/31/23	Outst	0217171	Los Designs, LLC	V0184616	07/27/23	P0014030	600.00		600.00
								600.00		600.00
E0021764	07/31/23	Outst	0217543	NobleTec, LLC	V0184478	07/25/23	B0005440	9,032.00		9,032.00
								9,032.00		9,032.00
E0021765	07/31/23	Outst	0001122	Office Depot Business So	V0184471	06/30/23	P0013108	45.59		-45.59
					V0184472	06/30/23	P0013108	114.54		114.54
								68.95		68.95
E0021766	07/31/23	Outst	0214536	The Poetry Center	V0184474	06/30/23	P0013675	340.00		340.00
					V0184593	07/26/23	P0013907	1,020.00		1,020.00
								1,360.00		1,360.00
E0021767	07/31/23	Outst	0201778	Quality Logo Products, I	V0184561	07/26/23	P0013946	205.05		205.05
								205.05		205.05
E0021768	07/31/23	Outst	0196722	Sense Media LLC	V0184617	07/27/23	P0014031	456.25		456.25
								456.25		456.25
E0021769	07/31/23	Outst	0157227	Staples Advantage	V0184451	06/30/23	B0005223	29.49		29.49
								29.49		29.49
E0021770	07/31/23	Outst	0001165	Swank Motion Pictures In	V0184618	07/27/23	P0014005	884.75		884.75
								884.75		884.75

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
E0021771	07/31/23	Outst	0002095	TruGreen LP	V0184543	07/26/23	B0005394	399.37		399.37
					V0184544	07/26/23	B0005394	758.28		758.28
								1,157.65		1,157.65
								=====	=====	=====
								1,853,346.89		1,853,346.89

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,853,346.89	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,853,346.89
			----- 1,853,346.89	----- 1,853,346.89

**Morton College
Over 10K Report
July 2023**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
ALL Construction Group	7/13/2023	0114563	EXEMPT	\$24,790.00	Emergency Masonry Repairs
All Pro Truck Driving School LLC	7/31/2023	0114714	July-22	\$13,600.00	instructional fees
Alliant Insurance Services, Inc	7/13/2023	0114599	May-23	\$27,300.00	Cyber insurance FY24
Alliant Insurance Services, Inc	7/13/2023	0114599	May-23	\$4,834.00	Treasurer Bond FY24
Alliant Insurance Services, Inc	7/31/2023	0114715	May-23	\$10,526.00	Studnet Access Premium
Alliant Insurance Services, Inc	7/31/2023	0114715	May-23	\$82,732.00	Student Accident Premium
Alliant Insurance Services, Inc	7/31/2023	0114715	May-23	\$12,500.00	July Quarterly Payment
Apple, Inc.	7/13/2023	0114564	May-23	\$35,520.00	iPad 10PK
Bee Liner Lean Services	7/31/2023	0114721	October-22	\$46,650.00	Replace 7 gymnasium doors
Blue Cross Blue Shield of Illinois	7/13/2023	0114547	EXEMPT	\$17,826.54	June23: Life Insurance
Briggs Paving	7/13/2023	0114575	June-23	\$24,980.00	Sealcoat
CARLI	7/31/2023	0114722	June-23	\$13,171.00	CARLI membership renewal
ComEd	7/31/2023	0114728	EXEMPT	\$13,619.78	Electricity Delivery June
ComEd	7/31/2023	0114728	EXEMPT	\$11,917.31	Light Delivery
Cornerstone Government Affairs, Inc.	7/31/2023	E0021746	May-23	\$14,000.00	Consulting Services
DiaMedical USA Equipment LLC	7/31/2023	0114730	EXEMPT	\$15,199.95	GERI Manikin light tone
Ellucian Inc.	7/31/2023	0114732	June-23	\$82,345.00	Ellucian Annual Maintenan
Ellucian Inc.	7/31/2023	0114732	June-23	\$18,445.00	Ellucian Experience Premi
Ellucian Inc.	7/31/2023	0114732	June-23	\$234,428.00	ElluSubscription Software
Follett Higher Education Group, LLC	7/13/2023	0114586	EXEMPT	\$11,176.70	Financial Aid book
Forward Space LLC	7/31/2023	0114736	Febuaray 2022	\$17,448.98	Tutoring Center Furniture
Freepoint Energy Solutions, LLC.	7/31/2023	E0021754	November-20	\$15,990.47	Energy Services
Freepoint Energy Solutions, LLC.	7/31/2023	E0021754	November-20	\$13,991.66	Energy Services
Heartland Business Systems, LLC	7/13/2023	E0021640	EXEMPT	\$13,540.13	Mitel Support Agreement
Illinois Counties Risk Management Trust	7/31/2023	0114744	May-23	\$173,497.00	23-24 Property/Liability
Illinois Public Risk Fund	7/13/2023	0114594	May-23	\$60,266.00	Annual WC Insurance
Jason Nichols	7/5/2023	E0021586	EXEMPT	\$15,000.00	Head WBB Coach Stipend
Joliet Junior College	7/20/2023	0114675	EXEMPT	\$10,000.00	IGEN Membership FY24
Midwest Office Interiors	7/31/2023	0114751	EXEMPT	\$19,662.93	Office Furniture
Old National Bank	7/19/2023	E0021654	EXEMPT	\$18,233.82	56" Stainless top
Paragon Micro Inc	7/13/2023	E0021648	EXEMPT	\$21,876.80	HP ProOne 440 G9 Wolf Pro
TimeClock Plus, LLC	7/13/2023	E0021651	EXEMPT	\$10,375.51	Annual License Fee
Turnitin, LLC	7/31/2023	0114772	EXEMPT	\$14,500.00	FB Studio License
Total Paid				1,119,944.58	



From: [Mireya Perez](#)
To: [Board Materials](#)
Cc: [Keith McLaughlin](#)
Subject: Board action - Monthly Budget Report June 2023
Date: Tuesday, August 15, 2023 11:21:53 AM
Attachments: [MC- JUNE 2023 MONTHLY BUDGET REPORT.pdf](#)

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING JUNE 2023 BE RECEIVED AND APPROVED AS SUBMITTED.

Rationale: [Please refer to attached Monthly Budget Report.]

Attachments: Monthly Budget Report

Thank you,



Mireya Perez, CPA
Chief Financial Officer/Treasurer
P: (708) 656-8000, Ext. 2289
E: mireya.perez@morton.edu
www.morton.edu

Summer Hours: May 26, 2023 – August 11, 2023
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED

Morton Community College
FY23 Budget Report
Month Ending June 30, 2023



MORTON COLLEGE

Morton Community College
Budget Report Summary
June 30, 2023

100%

Funds	Actual	Budget	%	Budget Remaining
<u>Education Fund</u>				
Revenue	\$ 30,330,550	\$ 30,138,668	100.6%	\$ (191,882)
Expenditures	(25,805,886)	(30,138,668)	85.6%	(4,332,782)
Net	\$ 4,524,664	\$ -		\$ (4,524,664)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 3,196,421	\$ 3,170,275	100.8%	\$ (26,146)
Expenditures	(2,484,932)	(3,170,275)	78.4%	(685,343)
Net	\$ 711,489	\$ -		\$ (711,489)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 12,516,556	\$ 25,782,169	48.5%	\$ 13,265,613
Expenditures	(15,962,263)	(25,782,169)	61.9%	(9,819,906)
Net	\$ (3,445,707)	\$ -		\$ 3,445,707
<u>Audit Fund</u>				
Revenue	\$ 76,511	\$ 77,355	98.9%	\$ 844
Expenditures	(9,700)	(87,300)	11.1%	(77,600)
Net	\$ 66,811	\$ (9,945)		\$ (76,756)
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ 846,484	\$ 847,810	99.8%	\$ 1,326
Expenditures	(749,216)	(924,500)	81.0%	(175,284)
Net	\$ 97,268	\$ (76,690)		\$ (173,958)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 793,677	\$ 682,710	116.3%	\$ (110,967)
Expenditures	(605,363)	(641,575)	94.4%	(36,212)
Net	\$ 188,314	\$ 41,135		\$ (147,179)
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 66,612	\$ 5,853,967	1.1%	\$ 5,787,355
Expenditures	(2,738,919)	(5,853,967)	46.8%	(3,115,048)
Net	\$ (2,672,307)	\$ -		\$ 2,672,307
<u>Auxiliary Services</u>				
Revenue	\$ 34,320	\$ 100,000	34%	\$ 65,680
Expenditures	(88,701)	(100,000)	89%	(11,299)
Net	\$ (54,381)	\$ -		
<u>All Funds</u>				
Revenue	\$ 47,861,131	\$ 66,652,954	71.8%	\$ 18,791,823
Expenditures	(48,444,980)	(66,698,454)	72.6%	\$ (18,253,474)
Net	\$ (583,849)	\$ (45,500)		\$ 538,349

EDUCATION FUND REVENUE
June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 8,048,672	\$ 8,030,388	100.2%	\$ (18,284)
Total Local Government	<u>\$ 8,048,672</u>	<u>\$ 8,030,388</u>		<u>\$ (18,284)</u>
CORPORATE PERSONAL PROPERTY TAXES	\$ 3,217,731	\$ 1,950,000	165.0%	\$ (1,267,731)
SURS HEALTH - ON BEHALF PAYMENTS	\$ -	\$ -	0.0%	\$ -
STATE GOVERNMENT				
ICCB credit hour grants	\$ 2,553,397	\$ 2,553,397	100.0%	\$ -
ICCB equalization grants	4,342,690	4,342,690	100.0%	-
CTE formula grant	258,695	185,995	139.1%	(72,700)
Total State Government	<u>\$ 7,154,782</u>	<u>\$ 7,082,082</u>		<u>\$ (72,700)</u>
STUDENT TUITION AND FEES				
Tuition	\$ 9,564,568	\$ 10,563,595	90.5%	\$ 999,027
Fees	1,507,387	2,150,903	70.1%	643,516
Total Tuition and Fees	<u>\$ 11,071,955</u>	<u>\$ 12,714,498</u>		<u>\$ 1,642,543</u>
MISCELLANEOUS				
Sales and service fees	\$ 19,734	\$ 271,700	7.3%	\$ 251,966
Investment revenue	817,675	60,000	1362.8%	(757,675)
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	<u>\$ 837,409</u>	<u>\$ 361,700</u>		<u>\$ (475,709)</u>
Total Revenue	<u>\$ 30,330,549</u>	<u>\$ 30,138,668</u>	<u>100.6%</u>	<u>\$ (191,881)</u>
Transfers in	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>
Total Revenue and Transfers in	<u>\$ 30,330,549</u>	<u>\$ 30,138,668</u>	<u>100.6%</u>	<u>\$ (191,881)</u>

EDUCATION FUND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 9,359,387	\$ 9,014,438	103.8%	\$ (344,949)
Employee benefits	769,186	885,141	86.9%	115,955
Contractual services	202,247	343,450	58.9%	141,203
Material and supplies	424,736	737,899	57.6%	313,163
Conferences and meetings	37,940	70,950	53.5%	33,010
Total Instruction	<u>10,793,496</u>	<u>11,051,878</u>	<u>97.7%</u>	<u>258,382</u>
Academic Support				
Salaries	1,205,900	1,356,614	88.9%	150,714
Employee benefits	150,882	204,681	73.7%	53,799
Contractual services	220,282	388,000	56.8%	167,718
Material and supplies	231,828	339,280	68.3%	107,452
Conferences and meetings	21,672	30,100	72.0%	8,428
Fixed charges	102,087	90,000	113.4%	-12,087
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	<u>1,932,651</u>	<u>2,409,675</u>	<u>80.2%</u>	<u>477,024</u>
Student Services				
Salaries	2,227,120	2,402,059	92.7%	174,939
Employee benefits	286,568	301,147	95.2%	14,579
Contractual services	166,044	273,400	60.7%	107,356
Material and supplies	82,848	160,238	51.7%	77,390
Conferences and meetings	98,051	112,250	87.4%	14,199
Fixed charges	19,940	21,500	92.7%	1,560
Total Student Services	<u>2,880,571</u>	<u>3,270,594</u>	<u>88.1%</u>	<u>390,023</u>
Public Service/Continuing Education				
Salaries	176,880	160,646	110.1%	(16,234)
Employee benefits	17,897	22,127	80.9%	4,230
Contractual services	119,173	122,500	97.3%	3,327
Material and supplies	15,028	27,200	55.3%	12,172
Conferences and meetings	9,122	10,350	88.1%	1,228
Other tuition/fee waiver	11,079	5,000	221.6%	-6,079
Total Public Service/Continuing Education	<u>349,179</u>	<u>347,823</u>	<u>100.4%</u>	<u>-1,356</u>
Auxiliary Services				
Salaries	283,808	300,589	94.4%	16,781
Employee benefits	45,602	54,788	83.2%	9,186
Contractual services	641,015	641,300	100.0%	285
Material and supplies	561,836	567,000	99.1%	5,164
Conferences and meetings	342,671	351,800	97.4%	9,129
Fixed charges	31,355	31,900	98.3%	545
Total Auxiliary Services	<u>1,906,287</u>	<u>1,947,377</u>	<u>97.9%</u>	<u>41,090</u>

EDUCATION FUND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Institutional Support				
Salaries	\$ 2,674,042	\$ 2,928,518	91.3%	\$ 254,476
Employee benefits	437,685	599,752	73.0%	162,067
Contractual services	1,472,168	1,811,439	81.3%	339,271
Material and supplies	575,306	867,350	66.3%	292,044
Conferences and meetings	181,792	238,761	76.1%	56,969
Fixed charges	-	1,500	0.0%	1,500
Other	111,662	140,000	79.8%	28,338
Total Institutional Support	<u>5,452,655</u>	<u>6,587,320</u>	<u>82.8%</u>	<u>1,134,665</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	2,491,047	1,529,000	162.9%	(962,047)
Total Scholarships, Student Grants & Waivers	<u>2,491,047</u>	<u>1,529,000</u>	<u>162.9%</u>	<u>(962,047)</u>
Contingencies	-	50,000	0.0%	50,000
Total Expenditures	<u>\$ 25,805,886</u>	<u>\$ 27,193,667</u>	<u>94.9%</u>	<u>\$ 1,387,781</u>
Transfers out	-	3,000,000	0.0%	3,000,000
Total Expenditures and Transfers out	<u>\$25,805,886</u>	<u>\$ 30,193,667</u>	<u>85.5%</u>	<u>\$ 4,387,781</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 1,539,408	\$ 1,561,275	98.6%	\$ 21,867
CORPORATE PERSONAL PROPERTY TAXES				
	1,000,000	1,000,000	100.0%	0
STATE GOVERNMENT				
ICCB equalization grants	650,000	650,000	100.0%	-
STUDENT FEES				
Fees	(256.94)	-	0.0%	257
Total Student Fees	(256.94)	0	0.0%	257
MISCELLANEOUS				
Sales and service fees	250	5,000	5.0%	4,750
Facilities	6,470	14,000	46.2%	7,530
Investment revenue	550	10,000	5.5%	9,450
Total Miscellaneous	7,270.00	29,000	25.1%	21,730
Transfers in	-	-	-	-
Total Revenue	\$ 3,196,421	\$ 2,590,275	123.4%	\$ 43,854
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$1,383,524	\$1,386,021	99.8%	\$2,497
Employee benefits	158,343	159,254	99.4%	911
Contractual services	350,073	528,000	66.3%	177,927
Material and supplies	101,348	220,500	46.0%	119,152
Conferences and meetings	1,650	6,500	25.4%	4,850
Utilities	456,994	810,000	56.4%	353,006
Capital outlay	33,000	50,000	66.0%	17,000
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	2,484,932	3,170,275	78.4%	685,343
Total Expenditures	\$ 2,484,932	\$ 3,170,275	78.4%	\$ 685,343

RESTRICTED PURPOSE FUND REVENUE
June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB	1,000,511	\$1,062,592	94.2%	62,081
ISBE grant revenue- other	264,701	264,701	100.0%	-
Other Sources	90,527	3,760,421	2.4%	3,669,894
Total State Government	<u>1,355,739.00</u>	<u>5,087,714</u>	<u>26.6%</u>	<u>3,731,975</u>
FEDERAL GOVERNMENT				
ICCB	-	616,433	0.0%	616,433
Department of education	11,087,186	19,313,956	57.4%	8,226,770
Other	73,631	544,065	0.0%	470,434
Total Federal Government	<u>11,160,817</u>	<u>20,474,454</u>	<u>54.5%</u>	<u>8,697,204</u>
Total Revenue	<u>\$ 12,516,556</u>	<u>\$ 25,562,168</u>	<u>49.0%</u>	<u>\$ 12,429,179</u>

RESTRICTED PURPOSE FUND EXPENDITURES

June 30, 2023

EXPENDITURES	Actual	Budget	%	Budget Remaining
By Program:				
Instruction				
Salaries	\$ 1,287,442	\$ 1,654,906	77.8%	\$ 367,464
Employee benefits	208,971	2,242,598	9.3%	2,033,627
Contractual services	95,756	177,194	54.0%	81,438
Material and supplies	312,225	367,750	84.9%	55,525
Conferences and meetings	7,343	9,250	79.4%	1,907
Other Fixed Charges	79,059	68,871	114.8%	(10,188)
Student grants and scholarships	147,412	206,974	71.2%	59,562
Total Instruction	2,138,208	4,727,543	45.2%	2,589,335
Academic Support				
Salaries	10,006	21,950	0.0%	11,944
Employee benefits	-	250,000	0.0%	250,000
Material and supplies	-	1,675	0.0%	1,675
Conferences and meetings	1,806	2,000	0.0%	194
Other Fixed Charges	945	2,050	0.0%	1,105
Total Academic Support	12,757	277,675	4.6%	264,918
Student Services				
Salaries	569,300	813,853	70.0%	244,553
Employee benefits	118,203	605,886	19.5%	487,683
Other Contract Services	117,231	388,945	30.1%	271,714
Material and supplies	509,075	836,215	60.9%	327,140
Conferences and meetings	79,197	135,402	58.5%	56,205
Fixed charges	100	-	0.0%	(100)
Total Student Services	1,393,106	2,780,301	50.1%	1,387,195
Public Service/Continuing Education				
Salaries	204,392	201,709	101.3%	-2,683
Employee benefits	46,862	134,400	34.9%	87,538
Contractual services	2,548	3,000	84.9%	452
Material and supplies	3,655	4,262	85.8%	607
Conferences and meetings	11,281	19,330	58.4%	8,049
Total Public Service/Continuing Education	268,738	362,701	74.1%	93,963

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
Auxiliary Services				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	<u>-</u>	<u>125,000</u>	<u>0.0%</u>	<u>125,000</u>
Operations and Maintenance of Plant				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	<u>-</u>	<u>450,000</u>	<u>0.0%</u>	<u>450,000</u>
Institutional Support				
Salaries	17,478	17,000	102.8%	(478)
Employee benefits	2,498	400,000	0.6%	397,502
Contractual services	209,892	216,942	96.8%	7,050
Materials and supplies	1,535,049	2,163,957	70.9%	628,908
Other Fixed Charges	100,000	100,000	100.0%	-
Capital Outlay	2,256,508	2,394,121	94.3%	137,613
Student grants and waivers	126,424	126,500	99.9%	76
Total Institutional Support	<u>4,247,849</u>	<u>5,418,520</u>	<u>78.4%</u>	<u>1,170,671</u>
Scholarships, Student Grants & Waivers				
Salaries	110,555	131,529	84.1%	20,974
Student grants and scholarships	7,791,046	11,498,898	67.8%	3,707,852
<u>Total Scholarships, Student Grants & Waivers</u>	<u>7,901,601</u>	<u>11,630,427</u>	<u>67.9%</u>	<u>3,728,826</u>
Total Expenditures	<u>\$ 15,962,259</u>	<u>\$ 25,772,167</u>	<u>61.9%</u>	<u>\$ 9,809,908</u>

AUDIT FUND REVENUE AND EXPENDITURES
June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 76,511	\$ 77,305	99.0%	\$ 794
<u>MISCELLANEOUS</u>				
Investment revenue	19	50	38.0%	31
<u>Total Revenue</u>	\$ 76,530	\$ 77,355	98.9%	\$ 825
<u>Transfers in</u>	-	-	0.0%	-
<u>Total Revenue and Transfers in</u>	\$ 76,530	\$ 77,355	98.9%	\$ 825
<u>EXPENDITURES</u>				
<u>By Program:</u>				
<u>Institutional Support</u>				
Contractual services	9,700	87,300	11.1%	77,600
<u>Total Expenditures</u>	\$ 9,700	\$ 87,300	11.1%	\$ 77,600

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 846,352	\$ 847,710	99.8%	\$ 1,358
MISCELLANEOUS				
Investment revenue	132	100	132.0%	(32)
Total Revenue	\$ 846,484	\$ 847,810	99.8%	\$ 1,326
<u>EXPENDITURES</u>				
<u>By Program:</u>				
Instruction				
Employee benefits	140,302	135,000	103.9%	(5,302)
Total Instruction	140,302	135,000	103.9%	(5,302)
Academic Support				
Employee benefits	16,935	16,500	102.6%	(435)
Student Services				
Employee benefits	31,984	24,500	130.5%	(7,484)
Total Academic Support	31,984	24,500	130.5%	(7,484)
Public Service/Continuing Education				
Employee benefits	3,495	8,000	43.7%	4,505
Auxiliary Services				
Employee benefits	3,858	4,500	85.7%	642
Operations and Maintenance of Plant				
Salaries	-	70,000	0.0%	70,000
Employee benefits	20,203	21,000	96.2%	797
Total Operations and Maintenance of Plant	20,203	91,000	22.2%	70,797
Institutional Support				
Employee benefits	70,936	70,000	101.3%	-936
Contractual services	165,918	220,000	75.4%	54,082
Other Fixed Charges	295,587	355,000	83.3%	59,413
Total Institutional Support	532,441	645,000	82.5%	112,559
Total Expenditures	\$ 749,218	\$ 924,500	81.0%	\$ 175,282

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 793,564	\$ 682,610	116.3%	\$ (110,954)
<u>MISCELLANEOUS</u>				
Investment revenue	113	100	113.0%	(13)
Total Revenue	793,677	682,710	116.3%	(110,967)
<u>EXPENDITURES</u>				
By Program:				
Institutional Support				
Fixed charges	605,363	641,575	94.4%	36,212
<u>TRANSFERS OUT</u>				
	-	-	0.0%	-
Total Expenditures	\$ 605,363	\$ 641,575	94.4%	\$ 36,212

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

June 30, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
STATE GOVERNMENT				
Capital Development Board	-	2,853,967	0.0%	2,853,967
Total	<u>-</u>	<u>2,853,967</u>	<u>0.0%</u>	<u>2,853,967</u>
OTHER SOURCES				
Bonds		-	0.0%	-
Investment Interest	66,612	-	0.0%	(66,612)
Total	<u>66,612</u>	<u>-</u>	<u>0.0%</u>	<u>(66,612)</u>
TRANSFERS IN				
	\$ -	\$ 3,000,000	0.0%	\$ 3,000,000
Total Revenue and Transfers in	<u>\$ 66,612</u>	<u>\$ 5,853,967</u>	<u>1.1%</u>	<u>\$ 5,787,355</u>

EXPENDITURES

By Program:

Operations and Maintenance of Plant				
Contractual services	100,000	1,965,500	5.1%	1,865,500
Capital outlay	2,638,919	3,888,467	67.9%	1,249,548
Total Operation and Maintenance of Plant	<u>2,738,919</u>	<u>5,853,967</u>	<u>46.8%</u>	<u>3,115,048</u>
Total Expenditures	<u>\$ 2,738,919</u>	<u>\$ 5,853,967</u>	<u>46.8%</u>	<u>\$ 3,115,048</u>

AUXILIARY SERVICES

June 30, 2023

REVENUE

OTHER SOURCES

Sales	34,320	100,000	34.3%	65,680
Total Revenue and Transfers in	<u>34,320</u>	<u>100,000</u>	<u>34.3%</u>	<u>65,680</u>

EXPENDITURES

Materials & Supplies	88,701	100,000	88.7%	11,299
Total Expenditures	<u>88,701</u>	<u>100,000</u>	<u>88.7%</u>	<u>11,299</u>

From: Mireya Perez

Sent: Wednesday, August 16, 2023 8:26 AM

To: Board Materials <board.materials@morton.edu>

Cc: Keith McLaughlin <Keith.McLaughlin@morton.edu>

Subject: Board action - Monthly Budget Report for Month End July 2023

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING JULY 2023 BE RECEIVED AND APPROVED AS SUBMITTED.

Rationale: [Please refer to attached Monthly Budget Report.]

Attachments: Monthly Budget Report

Morton Community College
FY24 Budget Report
Month Ending July 31, 2023



MORTON COLLEGE

**Morton Community College
Budget Report Summary
July 31, 2023**

8%

Funds	Actual	Budget	%	Budget Remaining
<u>Education Fund</u>				
Revenue	\$ 3,987,828	\$ 31,529,250	12.6%	\$ 27,541,422
Expenditures	(1,564,642)	(31,529,250)	5.0%	(29,964,608)
Net	\$ 2,423,186	\$ -		\$ (2,423,186)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ -	\$ 3,300,631	0.0%	\$ 3,300,631
Expenditures	(211,791)	(3,300,631)	6.4%	(3,088,840)
Net	\$ (211,791)	\$ -		\$ 211,791
<u>Restricted Purpose Fund</u>				
Revenue	\$ -	\$ 24,431,552	0.0%	\$ 24,431,552
Expenditures	(273,136)	(24,431,552)	1.1%	(24,158,416)
Net	\$ (273,136)	\$ -		\$ 273,136
<u>Audit Fund</u>				
Revenue	\$ -	\$ 95,900	0.0%	\$ 95,900
Expenditures	(5,000)	(95,900)	5.2%	(90,900)
Net	\$ (5,000)	\$ -		\$ 5,000
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ -	\$ 890,500	0.0%	\$ 890,500
Expenditures	(357,258)	(890,500)	40.1%	(533,242)
Net	\$ (357,258)	\$ -		\$ 357,258
<u>General Bond Obligation Fund</u>				
Revenue	\$ -	\$ 640,950	0.0%	\$ 640,950
Expenditures	-	(640,950)	0.0%	(640,950)
Net	\$ -	\$ -		\$ -
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 66,612	\$ 4,588,967	1.5%	\$ 4,522,355
Expenditures	(2,738,919)	(4,588,967)	59.7%	(1,850,048)
Net	\$ (2,672,307)	\$ -		\$ 2,672,307
<u>All Funds</u>				
Revenue	\$ 4,054,440	\$ 65,477,750	6.2%	\$ 61,423,310
Expenditures	(5,150,746)	(65,477,750)	7.9%	\$ (60,327,004)
Net	\$ (1,096,306)	\$ -		\$ 1,096,306

EDUCATION FUND REVENUE
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 8,392,145	0.0%	\$ 8,392,145
Total Local Government	<u>\$ -</u>	<u>\$ 8,392,145</u>		<u>\$ 8,392,145</u>
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	-	225,000	0.0%	225,000
Total State Government	<u>\$ -</u>	<u>\$ 7,121,087</u>		<u>\$ 7,121,087</u>
STUDENT TUITION AND FEES				
Tuition	\$ 3,220,150	\$ 11,330,112	28.4%	\$ 8,109,962
Fees	760,256	1,909,712	39.8%	1,149,456
Total Tuition and Fees	<u>\$ 3,980,406</u>	<u>\$ 13,239,824</u>		<u>\$ 9,259,418</u>
MISCELLANEOUS				
Sales and service fees	\$ 7,422	\$ 215,700	3.4%	\$ 208,278
Investment revenue	-	600,000	0.0%	600,000
Nongovernmental gifts & scholarships	-	1,500	0.0%	1,500
Total Other Sources	<u>\$ 7,422</u>	<u>\$ 817,200</u>		<u>\$ 809,778</u>
Total Revenue	<u>\$ 3,987,828</u>	<u>\$ 31,520,256</u>	<u>12.7%</u>	\$ 27,532,428
Transfers in	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>
Total Revenue and Transfers in	<u>\$ 3,987,828</u>	<u>\$ 31,520,256</u>	12.7%	<u>\$ 27,532,428</u>

EDUCATION FUND EXPENDITURES

July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 193,525	\$ 9,362,019	2.1%	\$ 9,168,494
Employee benefits	86,877	1,007,348	8.6%	920,471
Contractual services	22,239	457,000	4.9%	434,761
Material and supplies	23,083	815,650	2.8%	792,567
Conferences and meetings	3,476	75,450	4.6%	71,974
Total Instruction	<u>329,200</u>	<u>11,717,467</u>	<u>2.8%</u>	<u>11,388,267</u>
Academic Support				
Salaries	55,114	1,313,722	4.2%	1,258,608
Employee benefits	13,098	210,838	6.2%	197,740
Contractual services	60,500	393,000	15.4%	332,500
Material and supplies	18,412	341,280	5.4%	322,868
Conferences and meetings	575	40,850	1.4%	40,275
Fixed charges	7,392	100,000	7.4%	92,608
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	<u>155,091</u>	<u>2,400,690</u>	<u>6.5%</u>	<u>2,245,599</u>
Student Services				
Salaries	140,440	2,783,711	5.0%	2,643,271
Employee benefits	33,467	369,844	9.0%	336,377
Contractual services	17,963	362,000	5.0%	344,037
Material and supplies	23,905	227,690	10.5%	203,785
Conferences and meetings	3,096	130,500	2.4%	127,404
Fixed charges	-	26,500	0.0%	26,500
Total Student Services	<u>218,871</u>	<u>3,900,245</u>	<u>5.6%</u>	<u>3,681,374</u>
Public Service/Continuing Education				
Salaries	38,240	209,471	18.3%	171,231
Employee benefits	4,020	31,235	12.9%	27,215
Contractual services	7,230	130,000	5.6%	122,770
Material and supplies	393	21,700	1.8%	21,307
Conferences and meetings	2,478	20,350	12.2%	17,872
Other tuition/fee waiver	-	10,000	0.0%	10,000
Total Public Service/Continuing Education	<u>52,361</u>	<u>422,756</u>	<u>12.4%</u>	<u>370,395</u>
Auxiliary Services				
Salaries	3,141	185,133	1.7%	181,992
Employee benefits	4,489	51,199	8.8%	46,710
Contractual services	79,181	530,000	14.9%	450,819
Material and supplies	8,573	545,000	1.6%	536,427
Conferences and meetings	4,726	285,000	1.7%	280,274
Fixed charges	-	35,000	0.0%	35,000
Total Auxiliary Services	<u>100,110</u>	<u>1,631,332</u>	<u>6.1%</u>	<u>1,531,222</u>

EDUCATION FUND EXPENDITURES
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
 Institutional Support				
Salaries	\$ 78,652	\$ 2,755,185	2.9%	\$ 2,676,533
Employee benefits	26,463	592,240	4.5%	565,777
Contractual services	447,755	1,834,500	24.4%	1,386,745
Material and supplies	28,822	795,550	3.6%	766,728
Conferences and meetings	13,345	233,400	5.7%	220,055
Fixed charges	-	1,500	0.0%	1,500
Other	947	140,000	0.7%	139,053
Total Institutional Support	<u>595,984</u>	<u>6,352,375</u>	<u>9.4%</u>	<u>5,756,391</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	113,021	2,000,000	5.7%	1,886,979
Total Scholarships, Student Grants & Waivers	<u>113,021</u>	<u>2,000,000</u>	<u>5.7%</u>	<u>1,886,979</u>
Contingencies	-	1,300,000	0.0%	1,300,000
Total Expenditures	<u>\$ 1,564,638</u>	<u>\$ 29,724,865</u>	<u>5.3%</u>	<u>\$ 28,160,227</u>
Transfers out	-	1,735,000	0.0%	1,735,000
Total Expenditures and Transfers out	<u>\$1,564,638</u>	<u>\$ 31,459,865</u>	<u>5.0%</u>	<u>\$ 29,895,227</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES

July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 1,621,631	0.0%	\$ 1,621,631
CORPORATE PERSONAL PROPERTY TAXES				
	-	1,000,000	0.0%	1,000,000
STATE GOVERNMENT				
ICCB equalization grants	-	450,000	0.0%	450,000
MISCELLANEOUS				
Sales and service fees	250	5,000	5.0%	4,750
Facilities	6,470	14,000	46.2%	7,530
Investment revenue	550	10,000	5.5%	9,450
Total Miscellaneous	<u>7,270.00</u>	<u>29,000</u>	<u>25.1%</u>	<u>21,730</u>
Transfers in	-	-	-	-
Total Revenue	<u>\$ 7,270</u>	<u>\$ 2,650,631</u>	<u>0.3%</u>	<u>\$ 2,643,361</u>
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$106,508	\$1,455,919	7.3%	\$1,349,411
Employee benefits	18,747	211,711	8.9%	192,964
Contractual services	32,310	698,000	4.6%	665,690
Material and supplies	2,963	163,500	1.8%	160,537
Conferences and meetings	-	6,500	0.0%	6,500
Utilities	51,263	622,000	8.2%	570,737
Capital outlay	-	0	0.0%	-
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	<u>211,791</u>	<u>3,167,630</u>	<u>6.7%</u>	<u>2,955,839</u>
Total Expenditures	<u>\$ 211,791</u>	<u>\$ 3,167,630</u>	<u>6.7%</u>	<u>\$ 2,955,839</u>

RESTRICTED PURPOSE FUND REVENUE
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB	-	\$1,359,710	0.0%	1,359,710
ISBE grant revenue- other	-	261,362	0.0%	261,362
Other Sources	-	9,101,976	0.0%	9,101,976
Total State Government	<u>-</u>	<u>10,723,048</u>	<u>0.0%</u>	<u>10,723,048</u>
FEDERAL GOVERNMENT				
ICCB	-	418,245	0.0%	418,245
Department of education	-	12,846,093	0.0%	12,846,093
Other	-	548,135	0.0%	548,135
Total Federal Government	<u>-</u>	<u>13,812,473</u>	<u>0.0%</u>	<u>13,394,228</u>
<u>Total Revenue</u>	<u>\$ -</u>	<u>\$ 24,535,521</u>	<u>0.0%</u>	<u>\$ 24,117,276</u>

RESTRICTED PURPOSE FUND EXPENDITURES
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 74,524	\$ 1,555,264	4.8%	\$ 1,480,740
Employee benefits	16,374	5,248,775	0.3%	5,232,401
Contractual services	5,900	120,899	4.9%	114,999
Material and supplies	1,829	280,751	0.7%	278,922
Conferences and meetings	857	41,250	2.1%	40,393
Student grants and scholarships	1,052	324,724	0.3%	323,672
Total Instruction	<u>100,536</u>	<u>7,571,663</u>	<u>1.3%</u>	<u>7,471,127</u>
Academic Support				
Salaries	-	17,500	0.0%	17,500
Employee benefits	-	600,000	0.0%	600,000
Material and supplies	-	2,000	0.0%	2,000
Conferences and meetings	-	2,000	0.0%	2,000
Other Fixed Charges	-	1,720	0.0%	1,720
Total Academic Support	<u>-</u>	<u>623,220</u>	<u>0.0%</u>	<u>623,220</u>
Student Services				
Salaries	15,483	542,878	2.9%	527,395
Employee benefits	25,070	1,130,892	2.2%	1,105,822
Other Contract Services	6,858	292,255	2.3%	285,397
Material and supplies	595	872,724	0.1%	872,129
Conferences and meetings	4,142	95,586	4.3%	91,444
Fixed charges	-	100	0.0%	100
Total Student Services	<u>52,148</u>	<u>2,934,435</u>	<u>1.8%</u>	<u>2,882,287</u>
Public Service/Continuing Education				
Salaries	18,496	206,814	8.9%	188,318
Employee benefits	4,809	276,200	1.7%	271,391
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
<u>Total Public Service/Continuing Education</u>	<u>23,305</u>	<u>519,362</u>	<u>4.5%</u>	<u>496,057</u>

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES

July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
Auxiliary Services				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	<u>-</u>	<u>125,000</u>	<u>0.0%</u>	<u>125,000</u>
Operations and Maintenance of Plant				
Employee benefits	-	750,000	0.0%	450,000
Total Operation and Maintenance of Plant	<u>-</u>	<u>450,000</u>	<u>0.0%</u>	<u>450,000</u>
Institutional Support				
Salaries	-	-	0.0%	-
Employee benefits	8	1,300,000	0.0%	1,299,992
Contractual services	-	10,000	0.0%	10,000
Materials and supplies	64,220	396,517	16.2%	332,297
Other Fixed Charges	-	0	0.0%	-
Capital Outlay	-	0	0.0%	-
Student grants and waivers	-	0	0.0%	-
Total Institutional Support	<u>64,228</u>	<u>1,706,517</u>	<u>3.8%</u>	<u>1,642,289</u>
Scholarships, Student Grants & Waivers				
Salaries	3,244	123,003	2.6%	119,759
Student grants and scholarships	29,676	10,182,321	0.3%	10,152,645
<u>Total Scholarships, Student Grants & Waivers</u>	<u>32,920</u>	<u>10,305,324</u>	<u>0.3%</u>	<u>10,272,404</u>
<u>Total Expenditures</u>	<u>\$ 273,137</u>	<u>\$ 24,235,521</u>	<u>1.1%</u>	<u>\$ 23,962,384</u>

AUDIT FUND REVENUE AND EXPENDITURES
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ -	\$ 81,027	0.0%	\$ 81,027
<u>MISCELLANEOUS</u>				
Investment revenue	-	50	0.0%	50
<u>Total Revenue</u>	\$ -	\$ 81,077	0.0%	\$ 81,077
<u>Transfers in</u>	-	15,000	0.0%	15,000
<u>Total Revenue and Transfers in</u>	\$ -	\$ 96,077	0.0%	\$ 96,077
<u>EXPENDITURES</u>				
<u>By Program:</u>				
<u>Institutional Support</u>				
Contractual services	5,000	95,900	5.2%	90,900
<u>Total Expenditures</u>	\$ 5,000	\$ 95,900	5.2%	\$ 90,900

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 890,400	0.0%	\$ 890,400
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	\$ -	\$ 890,500	0.0%	\$ 890,500
EXPENDITURES				
<u>By Program:</u>				
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				
Employee benefits	-	21,000	0.0%	21,000
Total Operations and Maintenance of Plant	-	21,000	0.0%	21,000
Institutional Support				
Employee benefits	-	70,000	0.0%	70,000
Contractual services	-	206,000	0.0%	206,000
Other Fixed Charges	357,258	405,000	88.2%	47,742
Total Institutional Support	357,258	681,000	52.5%	323,742
Total Expenditures	\$ 357,258	\$ 890,500	40.1%	\$ 533,242

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ -	\$ 654,469	0.0%	\$ 654,469
<u>MISCELLANEOUS</u>				
Investment revenue	-	100	0.0%	100
Total Revenue	-	654,569	0.0%	654,569
<u>EXPENDITURES</u>				
By Program:				
<u>Institutional Support</u>				
Fixed charges	-	640,950	0.0%	640,950
<u>TRANSFERS OUT</u>	-	-	0.0%	-
Total Expenditures	\$ -	\$ 640,950	0.0%	\$ 640,950

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

July 31, 2023

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
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	-	-	0.0%	-
TRANSFERS IN				
	\$ -	\$ 1,735,000	0.0%	\$ 1,735,000
<u>Total Revenue and Transfers in</u>				
	\$ -	\$ 4,588,967	0.0%	\$ 4,588,967
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services	-	500,000	0.0%	500,000
Capital outlay	-	7,353,967	0.0%	7,353,967
Total Operation and Maintenance of Plant	-	7,853,967	0.0%	7,853,967
Total Expenditures				
	\$ -	\$ 7,853,967	0.0%	\$ 7,853,967

From: [Mireya Perez](#)
To: [Board Materials](#)
Subject: Board action - Treasurer's Report June 2023
Date: Monday, August 14, 2023 1:42:50 PM
Attachments: [TR 6.30.23.pdf](#)

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR JUNE 2023 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thank you,



Mireya Perez, CPA
Chief Financial Officer/Treasurer
P: (708) 656-8000, Ext. 2289
E: mireya.perez@morton.edu
www.morton.edu

Summer Hours: May 26, 2023 – August 11, 2023
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED

Morton College Treasurer's Report

Month Ending: June 30, 2023

<i>Institution</i>	<i>Purchased</i>	<i>Principal</i>	<i>Rate</i>	<i>Type</i>	<i>Maturity</i>
<i>The Illinois Funds, Springfield</i>	1-May-06	\$11,629,366.25	0.0100%	TIF Prime Fund	30-Jun-23
	Sum	<u>\$11,629,366.25</u>			
<i>Grand Total</i>		\$ 11,629,366.25			

From: [Mireya Perez](#)
To: [Board Materials](#)
Subject: Board action - Treasurer's Report July 2023
Date: Monday, August 14, 2023 1:43:31 PM
Attachments: [TR 7.31.23.pdf](#)

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR JULY 2023 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thank you,



Mireya Perez, CPA
Chief Financial Officer/Treasurer
P: (708) 656-8000, Ext. 2289
E: mireya.perez@morton.edu
www.morton.edu

Summer Hours: May 26, 2023 – August 11, 2023
Monday – Thursday 7:45am to 4:30pm / Friday CLOSED

Morton College Treasurer's Report

Month Ending: July 31, 2023

Institution	Purchased	Principal	Rate	Type	Maturity
<i>The Illinois Funds, Springfield</i>	1-May-06	\$11,101,503.62	0.0100%	TIF Prime Fund	31-Jul-23
	Sum	<u>\$11,101,503.62</u>			
Grand Total		\$ 11,101,503.62			

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVES THE OVERLOAD EMPLOYMENT REPORT FOR SUMMER SEMESTER 2023 IN THE AMOUNT OF \$638,050.06 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

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

COST ANALYSIS: \$638,050.06 pending additional class cancellations and/or additions, which would subsequently be submitted for approval.

ATTACHMENTS: Full-Time Faculty Overload Employment Report – Summer 2023

2023 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Assignment Paid Amount	Additional Specials 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	\$4,302.00		3	LEC	6/12/2023	8/3/2023	9
0000770	Abrahamson, Maura	PHI-125-NR	Wrld Religions in Global Conte	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	5
0000770	Abrahamson, Maura		Department Chair	1		\$1,434.00		OVL	6/16/2023	8/31/2023	
				7	\$8,604.00	\$1,434.00					
0192221	Andrade, Jorge	BIO-102-1C	Introduction to Biology	6	\$7,710.00		4	LEC/LAB	6/12/2023	8/2/2023	20
0192221	Andrade, Jorge	BIO-102-21	Introduction to Biology	6	\$7,710.00		4	LEC/LAB	6/12/2023	7/31/2023	11
0192221	Andrade, Jorge		Lab Prep	2	\$2,570.00			OVL	6/21/2023	8/31/2023	
				14	\$17,990.00						
0200290	Ashraf, Asiyya	BIO-202-NR	Environmental Biology	3	\$3,855.00		3	LEC	6/12/2023	8/3/2023	8
0200290	Ashraf, Asiyya	BIO-212-1E	Microbiology	6	\$7,710.00		4	LEC/LAB	6/13/2023	8/3/2023	13
0200290	Ashraf, Asiyya	BIO-212-2L	Microbiology	6	\$7,710.00		4	LEC/LAB	6/13/2023	8/1/2023	6
0200290	Ashraf, Asiyya		Lab Prep	2	\$2,570.00			OVL	6/16/2023	8/31/2023	
				17	\$21,845.00						
0197414	Balek, Lou	CIS-165-NR	Fundamentals of Information SE	5	\$6,685.00		3	LEC/LAB	6/12/2023	8/3/2023	5
0197414	Balek, Lou	CIS-299-NR	Special Topics in CIS	3	\$4,011.00		3	LEC	6/12/2023	8/3/2023	
				5	\$10,696.00						
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	1	\$1,383.00		8	LAB	5/30/2023	7/26/2023	6
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	2.50	\$3,457.50		8	LEC	5/30/2023	7/26/2023	6
0200240	Cardona, Alicia	NUR-201-G1	LPN to ADN Transition Bridge	6	\$8,298.00			CLN	6/1/2023	7/20/2023	6
				9.50	\$13,138.50						
0000924	Casey, Craig	EGR-120-1B	Statics	3	\$4,149.00		3	LEC	6/13/2023	8/3/2023	10
0000924	Casey, Craig	EGR-121-1E	Dynamics	3	\$4,149.00		3	LEC	6/13/2023	8/1/2023	9
0000924	Casey, Craig	PHS-103-NR	Physical Science I	5	\$6,915.00		4	LEC/LAB	6/12/2023	8/3/2023	8
0000924	Casey, Craig	PHY-101-NR	General Physics I	7	\$9,681.00		5	LEC/LAB	5/31/2023	6/28/2023	20
0000924	Casey, Craig	PHY-102-NR	General Physics II	7	\$9,681.00		5	LEC/LAB	7/3/2023	7/31/2023	12
0000924	Casey, Craig	PHY-105-H1	Physics I	7	\$9,681.00		5	LEC/LAB	6/13/2023	8/1/2023	14
0000924	Casey, Craig		Lab Prep	2	\$2,766.00			OVL	6/1/2023	8/1/2023	
0000924	Casey, Craig		Department Chair	1		\$1,383.00		OVL	6/5/2023	8/3/2023	
				35	\$47,022.00	\$1,383.00					
0000829	Casey, Robert	MAT-110-1E	College Trig	3	\$4,149.00		3	LEC	6/13/2023	8/1/2023	13
0000829	Casey, Robert	MAT-203-1H	Calculus III	4	\$5,532.00		4	LEC	6/13/2023	8/3/2023	9
				7	\$9,681.00						
0215007	Chesters, Samantha	ENG-102-1E	Rhetoric II	3	\$4,011.00		3	LEC	6/12/2023	8/2/2023	13
0215007	Chesters, Samantha	ENG-102-NR1	Rhetoric II	3	\$4,011.00		3	LEC	6/12/2023	8/3/2023	24
				6	\$8,022.00						
0000794	Crockett, Janet	CHM-205-1D	Organic Chemistry I	9	\$12,447.00		5	LEC/LAB	6/13/2023	8/3/2023	6
0000794	Crockett, Janet		Lab Prep	2	\$2,766.00			OVL	6/16/2023	8/31/2023	
				11	\$15,213.00						
0000917	Dominguez, Carlos	MAT-124-NR	Finite Mathematics	4	\$5,532.00		4	LEC	6/12/2023	8/3/2023	7
0000917	Dominguez, Carlos	MAT-141-NR	Statistics	4	\$5,532.00		4	LEC	6/12/2023	8/3/2023	29
0000917	Dominguez, Carlos		Special Project	2		\$2,766.00		OVL	6/21/2023	8/3/2023	
				10	\$11,064.00	\$2,766.00					
0195025	Edgar, Jason	SPE-101-1D	Principles of Public Speaking	3	\$4,149.00		3	LEC	6/12/2023	7/31/2023	13
0195025	Edgar, Jason	SPE-101-NR	Principles of Public Speaking	3	\$4,149.00		3	LEC	6/12/2023	8/3/2023	23
				6	\$8,298.00						

2023 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Assignment Paid Amount	Additional Specials Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
0000828	Fabiyi, Edith	OMT-131-NR	Introduction to Windows	1	\$1,383.00		1	LEC	5/30/2023	6/3/2023	9
0000828	Fabiyi, Edith	OMT-210-NR	Word Processing Fundamentals	1	\$1,383.00		1	LEC	6/5/2023	6/10/2023	5
				2	\$2,766.00						
0219905	Finke, Ashley		Special Project	3	\$4,149.00			OVL	7/3/2023	8/3/2023	
				3	\$4,149.00						
0000935	Gatyas, Kenton	HIS-103-NR	Early Western Civilization	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	20
0000935	Gatyas, Kenton	HIS-105-1F	American History to 1865	3	\$4,302.00		3	LEC	6/12/2023	7/31/2023	6
0000935	Gatyas, Kenton	PHI-126-NR	Introduction to Ethics	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	25
0000935	Gatyas, Kenton	PHI-201-NR	Philosophy	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	7
0000935	Gatyas, Kenton	POL-201-NR	US Natl Government	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	13
				15	\$21,510.00						
0000724	Gilligan, Brian	BUS-102-11	Managerial Accounting	3	\$4,149.00		3	LEC	6/12/2023	7/31/2023	10
0000724	Gilligan, Brian		Department Chair	1		\$1,383.00		OVL	6/16/2023	8/31/2023	
				4	\$4,149.00	\$1,383.00					
0040272	Gilmartin, Beth	PHT-101-NR	Medical Terminology/Clinicians	2	\$2,570.00		2	LEC	6/12/2023	8/3/2023	11
				2	\$2,570.00						
0157185	Grady, Myeisha	SPE-101-2K	Principles of Public Speaking	3	\$3,855.00		3	LEC	6/13/2023	8/3/2023	15
0157185	Grady, Myeisha	SPE-101-EC	Principles of Public Speaking	3	\$3,855.00		3	LEC	6/13/2023	8/1/2023	7
0157185	Grady, Myeisha	SPE-101-H1	Principles of Public Speaking	3	\$3,855.00		3	LEC	6/13/2023	8/3/2023	13
0157185	Grady, Myeisha	SPE-101-NR2	Principles of Public Speaking	3	\$3,855.00		3	LEC	6/12/2023	8/3/2023	24
0157185	Grady, Myeisha	SPE-101-NR3	Principles of Public Speaking	3	\$3,855.00		3	LEC	6/12/2023	8/3/2023	14
				15	\$19,275.00						
0189759	Green, Amy	NUR-201-G1	LPN to ADN Transition Bridge	0.50	\$691.50		8	LAB	5/30/2023	7/26/2023	6
0189759	Green, Amy	NUR-201-G1	LPN to ADN Transition Bridge	1.25	\$1,728.75		8	LEC	5/30/2023	7/26/2023	6
0189759	Green, Amy		Department Chair	1		\$1,383.00		OVL	6/16/2023	8/3/2023	
				2.75	\$2,420.25	\$1,383.00					
0000805	Halmon, Jamie	PEC-171-NR	Physical Fitness	2	\$2,766.00		1	LAB	6/12/2023	8/3/2023	9
0000805	Halmon, Jamie	PEH-101-NR	PERS-COMM HEALTH	3	\$4,149.00		3	LEC	6/12/2023	8/3/2023	24
				5	\$6,915.00						
0165694	Helmus, Sara	CHM-106-1E	General Chemistry II	7	\$9,681.00		5	LEC/LAB	6/12/2023	8/3/2023	15
0165694	Helmus, Sara		Lab Prep	2	\$2,766.00			OVL	6/16/2023	8/31/2023	
0165694	Helmus, Sara		Special Project	10		\$13,830.00		OVL	6/21/2023	8/31/2023	
				19	\$12,447.00	\$13,830.00					
0053966	Hernandez, Erin	NUR-105-H1	Basic Nursing Assistant	2.50	\$3,212.50			LAB	6/6/2023	7/25/2023	9
				2.50	\$3,212.50						
0002912	Imburgia, Joseph	PSY-101-1B	Intro to Psychology	3	\$4,302.00		3	LEC	6/12/2023	7/31/2023	25
				3	\$4,302.00						
0060105	Jonas, David	HVA-201-11	Commercial Refrigeration	6	\$8,022.00		3	LEC/LAB	6/12/2023	7/31/2023	8
0060105	Jonas, David	HVA-203-11	Commercial AC & Refrig	5	\$6,685.00		3	LEC/LAB	6/13/2023	8/3/2023	9
				11	\$14,707.00						
0003157	Kelikian, Toula	NUR-201-G1	LPN to ADN Transition Bridge	0.50	\$717.00		8	LAB	5/30/2023	7/26/2023	6
0003157	Kelikian, Toula	NUR-201-G1	LPN to ADN Transition Bridge	1.25	\$1,792.50		8	LEC	5/30/2023	7/26/2023	6
				1.75	\$2,509.50						
0162050	Markussen, Prairie		Special Project	1		\$1,337.00		OVL	6/21/2023	8/31/2023	
				1		\$1,337.00					

2023 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Assignment Paid Amount	Additional Specials Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
0002467	Montgomery, Jered	HUM-150-1C	Humanities Through the Arts	3	\$3,855.00		3	LEC	6/13/2023	8/3/2023	13
0002467	Montgomery, Jered	HUM-150-EC	Humanities Through the Arts	3	\$3,855.00		3	LEC	6/14/2023	8/2/2023	24
0002467	Montgomery, Jered	MUS-100-1C	Music Appreciation	3	\$3,855.00		3	LEC	6/13/2023	8/3/2023	8
0002467	Montgomery, Jered	MUS-100-NR	Music Appreciation	3	\$3,855.00		3	LEC	6/12/2023	8/3/2023	27
0002467	Montgomery, Jered	MUS-108-1F	World Music Survey	3	\$3,855.00		3	LEC	6/12/2023	8/2/2023	15
0002467	Montgomery, Jered	MUS-108-EC	World Music Survey	3	\$3,855.00		3	LEC	6/12/2023	7/31/2023	7
0002467	Montgomery, Jered	MUS-108-NR	World Music Survey	3	\$3,855.00		3	LEC	6/12/2023	8/3/2023	24
0002467	Montgomery, Jered	MUS-143-1R	Private Applied Brass Non-Majo	0	\$0.00		1	LEC	6/15/2023	8/3/2023	2
				21	\$26,985.00						
0192112	Mulvey, Irene	NUR-105-EC	Basic Nursing Assistant Traini	2.50	\$3,457.50		7	LAB	5/25/2023	7/25/2023	11
0192112	Mulvey, Irene	NUR-105-EC	Basic Nursing Assistant Traini	5	\$6,915.00		7	LEC	5/25/2023	7/25/2023	11
0192112	Mulvey, Irene	NUR-105-H1	Basic Nursing Assistant Traini	5	\$6,915.00		7	LEC	5/25/2023	7/25/2023	9
				12.50	\$17,287.50						
0000747	Paez, Elizabeth	MAT-080-E1	Mathematics Fundamentals	0	\$0.00		3	X-listed	6/12/2023	8/3/2023	2
0000747	Paez, Elizabeth	MAT-093-E1	Intensive Elementary Algebra	4	\$5,532.00		4	LEC	6/12/2023	8/3/2023	1
0000747	Paez, Elizabeth	MAT-097-CR1	Intermediate Algebra Support	3	\$4,149.00		3	LEC	6/12/2023	8/1/2023	6
0000747	Paez, Elizabeth	MAT-098-E1	Statistics Support	0	\$0.00		3	X-listed	6/12/2023	7/31/2023	2
0000747	Paez, Elizabeth	MAT-105-CR1	College Algebra	4	\$5,532.00		4	LEC	6/12/2023	8/1/2023	6
				11	\$15,213.00						
0002913	Pearson, Dennis		Lab Prep	2	\$2,766.00			OVL	6/12/2023	8/3/2023	
0002913	Pearson, Dennis		BIO Open Lab	11.40	\$15,766.20			OVL	6/12/2023	8/3/2023	
				13.40	\$18,532.20						
0000820	Pencheva, Tsonka		Special Project	12.87		\$17,799.21		OVL	6/2/2023	8/31/2023	
				12.87		\$17,799.21					
0177526	Pierce, Tom	ENG-088-1B	Basic Composition	3	\$4,302.00		3	LEC	6/12/2023	7/31/2023	7
0177526	Pierce, Tom	ENG-088-2E	Basic Composition	3	\$4,302.00		3	LEC	6/13/2023	8/1/2023	9
0177526	Pierce, Tom	ENG-101-1E	Rhetoric I	3	\$4,302.00		3	LEC	6/12/2023	8/2/2023	21
				9	\$12,906.00						
0194866	Ploszaj, Randi		Special Project	1		\$1,285.00		OVL	6/21/2023	8/3/2023	
				1		\$1,285.00					
0160605	Primm, Rebecca		Special Project	5		\$6,915.00		OVL	6/1/2023	8/31/2023	
0160605	Primm, Rebecca		Department Chair	1		\$1,383.00	2	OVL	6/16/2023	8/31/2023	
				6		\$8,298.00					
0195558	Pulaski, Andrew	PLS-203-1G	Bankruptcy Law	3	\$4,302.00		3	LEC	7/5/2023	8/3/2023	7
0195558	Pulaski, Andrew	PLS-204-1C	Family Law	3	\$4,302.00		3	LEC/LAB	7/6/2023	8/3/2023	2
0195558	Pulaski, Andrew		Department Chair	1		\$1,434.00		OVL	6/5/2023	8/3/2023	
				7	\$8,604.00	\$1,434.00					
0215046	Riemer, Nathan	SOC-100-H1	Intro to Sociology	3	\$3,855.00		3	LEC	6/14/2023	8/2/2023	11
0215046	Riemer, Nathan	SOC-100-NR	Intro to Sociology	3	\$3,855.00		3	LEC	6/12/2023	8/3/2023	33
				6	\$7,710.00						
0056628	Roman, Daniel	ART-101-1C	2-D Fundamentals	0	\$0.00		3	Xlisted	6/13/2023	8/3/2023	2
0056628	Roman, Daniel	ART-103-1C	Drawing I	6	\$8,298.00		3	LAB	6/13/2023	8/3/2023	7
0056628	Roman, Daniel	ART-104-1G	Drawing II	6	\$8,298.00		3	LAB	6/13/2023	8/3/2023	4
0056628	Roman, Daniel	ART-105-1G	Painting I	0	\$0.00		3	X-listed	6/13/2023	8/3/2023	2
0056628	Roman, Daniel	ART-126-11	Art History World Survey li:re	3	\$4,149.00		3	LEC	6/13/2023	8/3/2023	10

2023 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Assignment Paid Amount	Additional Specials Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
				15	\$20,745.00						
0165693	Romero Yuste, Maria	HUM-154-NR	Latin American Culture	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	32
0165693	Romero Yuste, Maria	HUM-154-NR1	Latin American Culture	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	20
0165693	Romero Yuste, Maria	SPN-130-NR	Spanish for Heritage Speakers	4	\$5,736.00		4	LEC	6/12/2023	8/3/2023	13
				10	\$14,340.00						
0197705	Russo, Trisha	MAT-102-NR	General Education Mathematics	4	\$5,140.00		4	LEC	6/12/2023	8/3/2023	10
0197705	Russo, Trisha	MAT-105-NR	College Algebra	4	\$5,140.00		4	LEC	6/12/2023	8/3/2023	19
0197705	Russo, Trisha		Special Project	8		\$10,280.00		OVL	6/20/2023	8/3/2023	
				16	\$10,280.00	\$10,280.00					
0197693	Sanchez, Alejandro	MAT-105-1L	College Algebra	4	\$5,140.00		4	LEC	6/12/2023	7/31/2023	6
				4	\$5,140.00						
0000907	Sanchez, Luis	CAD-103-1L	Sheet Metal and Weldments	5	\$6,915.00		3	LEC/LAB	6/12/2023	7/31/2023	7
0000907	Sanchez, Luis	CAD-215-12	3D Modeling	5	\$6,915.00		3	LEC/LAB	6/13/2023	8/3/2023	7
				5	\$13,830.00						
0002668	Sedaie, Behrooz	ECO-101-1E	Principles of Economics I	3	\$4,302.00		3	LEC	6/13/2023	8/1/2023	12
				3	\$4,302.00						
0000731	Seo, Kymberly	BIO-100-NR	Introducing Biology	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	17
0000731	Seo, Kymberly		Open BIO Lab	7.20	\$10,324.80			OVL	6/12/2023	8/31/2023	
0000731	Seo, Kymberly		Lab Prep	2	\$2,868.00			OVL	6/16/2023	8/31/2023	
				12.20	\$17,494.80						
0003089	Sleeth, Bradley	GEL-101-H1	Physical Geology	6	\$8,022.00		4	LEC/LAB	6/12/2023	8/2/2023	8
0003089	Sleeth, Bradley	PHS-101-EC	Astronomy	3	\$4,011.00		3	LEC	6/12/2023	7/31/2023	24
0003089	Sleeth, Bradley	PHS-101-NR	Astronomy	3	\$4,011.00		3	LEC	6/12/2023	8/3/2023	23
0003089	Sleeth, Bradley		Lab Prep	2	\$2,674.00			OVL	6/1/2023	8/3/2023	
				14	\$18,718.00						
0000943	Spaniol, Scott	MAT-201-NR	Calculus I	5	\$6,915.00		5	LEC	6/12/2023	8/3/2023	19
0000943	Spaniol, Scott	MAT-202-NR	Calculus II	5	\$6,915.00		5	LEC	6/12/2023	8/3/2023	17
0000943	Spaniol, Scott		Department Chair	1		\$1,383.00		OVL	6/6/2023	8/3/2023	
				11	\$13,830.00	\$1,383.00					
0000761	Styer, Audrey	CPS-111-NR	Business Computer Systems	5	\$7,170.00		3	LEC/LAB	6/12/2023	8/3/2023	19
0000761	Styer, Audrey	CPS-111-NR1	Business Computer Systems	5	\$7,170.00		3	LEC/LAB	6/12/2023	8/3/2023	20
0000761	Styer, Audrey		Special Project	1.40		\$2,007.60		OVL	6/21/2023	8/3/2023	
				11.40	\$14,340.00	\$2,007.60					
0000897	Sykora, Donald	ATM-102-1G	Fuel Sys and Emission Controls	5	\$6,915.00		3	LEC/LAB	6/12/2023	8/2/2023	7
0000897	Sykora, Donald	ATM-122-1C	Automotive Air Conditioning	5	\$6,915.00		3	LEC/LAB	6/12/2023	8/2/2023	15
				10	\$13,830.00						
0005802	Thompson, Juhelia	PSY-101-EC	Intro to Psychology	3	\$4,011.00		3	LEC	6/12/2023	8/2/2023	25
0005802	Thompson, Juhelia	PSY-101-NR	Intro to Psychology	3	\$4,011.00		3	LEC	6/12/2023	8/3/2023	31
0005802	Thompson, Juhelia	PSY-215-NR	Life Span: Survey of Human Dev	3	\$4,011.00		3	LEC	6/12/2023	8/3/2023	29
				9	\$12,033.00						
0194864	Tomchek, Ryan	MAT-141-1H	Statistics	4	\$5,348.00		4	LEC	6/12/2023	8/1/2023	13
				4	\$5,348.00						
0000868	Walley, Cynthia	CIS-121-NR	Data Base Management	5	\$6,915.00		3	LEC/LAB	6/12/2023	8/3/2023	5
0000868	Walley, Cynthia	CIS-220-NR	Systems Analysis	5	\$6,915.00		3	LEC/LAB	6/12/2023	8/3/2023	6
				10	\$13,830.00						

2023 Summer Overload Overall Report

Faculty ID	Person Full Name	Section Name	Section Title	Faculty Assignment Load	Assignment Paid Amount	Additional Specials Projects, etc.	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date	Enrollment
0200289	Young, Amanda	WEL-101-NR	Welding and Cutting Safety	1	\$1,337.00		1	LEC	6/12/2023	8/3/2023	6
				1	\$1,337.00						
0000813	Zukauskas, Karolis	ENG-088-NR	Basic Composition	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	14
0000813	Zukauskas, Karolis	ENG-102-NR	Rhetoric II	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	24
0000813	Zukauskas, Karolis	HUM-153-NR	Survey of Film History	3	\$4,302.00		3	LEC	6/12/2023	8/3/2023	8
				9	\$12,906.00						
				Total	\$572,047.25	\$66,002.81					
					Grand Total	\$638,050.06					

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

PROPOSED ACTION: THAT THE BOARD APPROVES THE ADJUNCT FACULTY ASSIGNMENT/EMPLOYMENT REPORT FOR SUMMER SEMESTER 2023 AT A TOTAL AMOUNT OF \$136,708.34 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: \$136,708.34 Adjunct Faculty Report for SUMMER 2023

ATTACHMENTS: Adjunct Faculty Employment Report – SUMMER 2023

2023 Summer Adjunct Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Faculty Assignment Load	Assignment Paid Amount	Section Minimum Credits	Assignment Instructional Method	Section Start Date	Section End Date
0217885	Barnett, Ryan	BIO-203-3C	Anatomy & Physiology I	13	3	\$2,964.99	4	LEC	6/12/2023	8/2/2023
0210193	Booe, Laura	NUR-105-EC	Basic Nursing Assistant Traini	12	3	\$2,939.79	7	CLN	6/26/2023	7/24/2023
0204227	Bostic, Josephine	NUR-105-EC	Basic Nursing Assistant Traini	12	3	\$2,939.79	7	CLN	7/1/2023	7/22/2023
0156441	Campbell, Dana	CHM-105-1B	General Chemistry I	24	7	\$7,545.86	5	LEC/LAB	6/12/2023	7/31/2023
0007800	Corral, Iris	ECE-105-1J	Health & Nutrition for Child	7	3	\$3,233.94	3	LEC	6/13/2023	8/3/2023
0007800	Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	10	3	\$3,233.94	3	LEC	6/12/2023	8/3/2023
0187385	Cortinas-Fouilloux, Gustavo	MUS-137-1R	Private Applied Percussion N-M	2	0	\$0.00	1	LEC	6/15/2023	8/3/2023
0003179	Eshafi, Nouri	ECE-202-1J	Math for Early Childhood	5	3	\$3,314.76	3	LEC	6/13/2023	8/2/2023
0003210	Farina, Peter	BIO-203-1C	Anatomy & Physiology I	19	3	\$3,233.94	4	LEC	6/13/2023	8/1/2023
0162452	Foltz, Chris		Special Project		3	\$3,233.94		OVL	6/1/2023	8/3/2023
0000938	Gan, Xiaoling	CPS-200-NR	C++ Programming	5	5	\$5,128.50	3	LEC/LAB	6/12/2023	8/3/2023
0003110	Halm, James	SOC-100-1G	Intro to Sociology	13	3	\$3,397.65	3	LEC	6/12/2023	8/2/2023
0003118	Hayward, James	CIS-159-NR	Adobe Photoshop	8	5	\$4,899.65	3	LEC/LAB	6/12/2023	8/3/2023
0000841	Herrera, Michelle	CSS-100-EC	College Study Seminar	7	3	\$2,939.79	3	LEC	6/13/2023	8/1/2023
0106675	Khalifeh, Khalaf	BIO-203-21	Anatomy & Physiology I	20	3	\$3,232.86	4	LEC	6/12/2023	8/2/2023
0200721	Kilheeneey, Heather	CHM-100-1B	Fundamentals of Chemistry	15	6	\$5,879.58	4	LEC/LAB	6/12/2023	8/2/2023
0210208	Kloss, Robert	ENG-086-1E	Reading & Writing III	5	3	\$2,822.13	3	LEC	6/12/2023	7/31/2023
0000004	Kott, Micheal	HUM-153-H1	Survey of Film History	6	3	\$2,822.13	3	LEC	6/12/2023	7/31/2023
0003176	Leven, Robert	BIO-204-2L	Anatomy & Physiology II	11	3	\$3,397.65	4	LEC	6/13/2023	8/3/2023
0002037	LoPresti, Joseph	ART-120-NR	Art Appreciation	31	3	\$3,397.65	3	LEC	6/12/2023	8/3/2023
0215013	Marcello, Frank	BUS-230-11	Business Law and Contracts	6	3	\$2,964.99	3	LEC	6/12/2023	7/31/2023
0167581	Martinez Jr, Salvador	ENG-101-22	Rhetoric I	6	3	\$3,233.94	3	LEC	6/13/2023	8/3/2023
0167581	Martinez Jr, Salvador	ENG-102-22	Rhetoric II	10	3	\$3,233.94	3	LEC	6/12/2023	7/31/2023
0062924	Montiel, Octavio	MUS-130-1R	Private Applied Piano Music Ma	1	0	\$0.00	2	LEC	6/15/2023	8/3/2023
0062924	Montiel, Octavio	MUS-161-1R	Private Applied Piano Non-Majo	2	0	\$0.00	1	LEC	6/15/2023	8/3/2023
0076708	Moreno, Berta	BUS-111-21	Principles of Business	5	3	\$3,077.10	3	LEC	6/13/2023	8/3/2023
0215004	Pillai, Minnu	NUR-105-H1	Basic Nursing Assistant Training	9	3	\$2,822.13	7	CLN	7/1/2023	7/22/2023
0215248	Pinto, Lincoln	BUS-111-1B	Principles of Business	6	3	\$2,822.13	3	LEC	6/12/2023	7/31/2023
0180195	Pipikios, Iwona	CHM-100-2K	Fundamentals of Chemistry	7	6	\$5,644.26	4	LEC/LAB	6/13/2023	8/3/2023
0000797	Ruiz, Ruben	OMT-216-NR	Spreadsheet Software Fundament	6	1	\$1,077.98	1	LEC	6/20/2023	6/24/2023
0000797	Ruiz, Ruben	OMT-218-NR	Database Software Fundamentals	5	1	\$1,077.98	1	LEC	7/10/2023	7/15/2023
0003149	Sassetti, James	LAW-299-1J	Traffic Enforcement	5	3	\$3,233.94	3	LEC	6/15/2023	8/3/2023
0192448	Schmidt, Michael	ENG-084-1F	Reading & Writing II	6	3	\$3,077.10	3	LEC	6/12/2023	7/31/2023
0189751	Selvaggio, Nicole	ENG-101-NR	Rhetoric I	24	3	\$3,077.10	3	LEC	6/12/2023	8/3/2023
0194372	Skov, Erik	MUS-134-1R	Private Applied Guitar Music M	3	0	\$0.00	2	LEC	6/15/2023	8/3/2023
0194372	Skov, Erik	MUS-135-1R	Private Applied Guitar Non-Maj	2	0	\$0.00	1	LEC	6/15/2023	8/3/2023
0003141	Stevens, Jane		Special Project		1.5	\$1,616.97		OVL	6/21/2023	8/25/2023
0190101	Sulack, Alexandra	MUS-132-1R	Private Applied Voice Music Ma	1	0	\$0.00	2	LEC	6/15/2023	8/3/2023
0189488	Swint, Ashley	BUS-107-NR	Principles of Marketing	8	3	\$3,077.10	3	LEC	6/12/2023	8/3/2023

PROPOSED ACTION: THAT THE BOARD APPROVES THE DIFFERENTIAL PAY REPORT FOR FACULTY IN THE AMOUNT OF \$1,108.83 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: \$1,108.83 – Full-Time & Part-Time Faculty

ATTACHMENT: DIFFERENTIAL/CBA PAY STIPEND REPORT –
SUMMER 2023

2023 Summer Instructor's Differential Pay Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Students Over	Rate	Differential Pay	Assignment Instructional Method	Start Date	End Date	Credits
0000805	Halmon, Jamie	PEH-101-NR	PERS-COMM HEALTH	25	1	1383	\$124.47	LEC	6/12/2023	8/3/2023	3
0002467	Montgomery, Jered	MUS-100-NR	Music Appreciation	27	2	1285	\$231.30	LEC	6/12/2023	8/3/2023	3
0215004	Pillai, Minnu	NUR-105-H1	Basic Nursing Assistant Traini	9	1	940.67	\$84.66	CLN	7/1/2023	7/22/2023	7
0003089	Sleeth, Bradley	PHS-101-NR	Astronomy	31	3	1337	\$360.99	LEC	6/12/2023	8/3/2023	3
0000761	Styer, Audrey	CPS-111-NR1	Business Computer Systems	21	1	1434	\$215.10	LEC/LAB	6/12/2023	8/3/2023	3
0156444	Talwar, Sundeep	PEH-103-NR	Nutrition	25	1	1025.70	\$92.31	LEC	6/12/2023	8/3/2023	3
Total							\$1,108.83				

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

PROPOSED ACTION: THAT THE BOARD APPROVES THE COMPENSATION REPORT FOR ADJUNCT FACULTY MEMBERS TEACHING ENGLISH 101,102, 086, 088, 071, 076, 151 AND 152 FOR SUMMER SEMESTER 2023 IN THE AMOUNT OF \$1,236.71 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: \$1,236.71– 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 2023

English 10% Adjunct Stipend Report - Summer 2023

Faculty ID	Adjunct Full Name	CRS ID#	Section Title	Course Stipend	10% Stipend	Total Summed Up	Section Start Date	Section End Date
0210208	Kloss, Robert	ENG-086-1E	Reading & Writing III	\$ 2,822.13	\$ 282.21	\$ 282.21	6/12/2023	7/31/2023
0167581	Martinez Jr, Salvador	ENG-101-22	Rhetoric I	\$ 3,233.94	\$ 323.39	\$ 646.79	6/13/2023	8/3/2023
0167581	Martinez Jr, Salvador	ENG-102-22	Rhetoric II	\$ 3,233.94	\$ 323.39		6/13/2023	7/31/2023
0189751	Selvaggio, Nicole	ENG-101-NR	Rhetoric I	\$ 3,077.10	\$ 307.71	\$ 307.71	6/12/2023	8/3/2023
Grand Total					\$ 1,236.71	\$ 1,236.71		

PROPOSED ACTION: THE BOARD APPROVES THE ADJUNCT FACULTY CONSULTATION HOURS REPORT FOR THE SUMMER SEMESTER 2023 IN THE AMOUNT OF \$4,108.82 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: \$4,108.82 – Per Board-Union Agreement, Section 4.5, Adjunct Faculty Members who teach a minimum of three (3) credit hours shall be paid one half-hour (30 minutes) total (not per course) for each week of the semester in which they teach.

ATTACHMENTS: Consultation Hours Report for Adjunct Faculty Members – SUMMER 2023

2023 Summer Consultation Hours Stipend Report

Faculty ID	Person Full Name	Section Name	Section Title	Consultation ECH	Credits	Assignment Paid Amount	Rate	Consultation Stipend	Start Date	End Date
217885	Barnett, Ryan	BIO-203-3C	Anatomy & Physiology I	0.12	4	\$2,964.99	\$ 988.33	\$118.60	6/12/2023	8/2/2023
156441	Campbell, Dana	CHM-105-1B	General Chemistry I	0.12	5	\$7,545.86	\$ 1,077.98	\$129.36	6/12/2023	7/31/2023
7800	Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/12/2023	8/3/2023
3179	Eshafi, Nouri	ECE-202-1J	Math for Early Childhood	0.12	3	\$3,314.76	\$ 1,104.92	\$132.59	6/13/2023	8/2/2023
3210	Farina, Peter	BIO-203-1C	Anatomy & Physiology I	0.12	4	\$3,233.94	\$ 1,077.98	\$129.36	6/13/2023	8/1/2023
938	Gan, Xiaoling	CPS-200-NR	C++ Programming	0.12	3	\$5,128.50	\$ 1,025.70	\$123.08	6/12/2023	8/3/2023
3110	Halm, James	SOC-100-1G	Intro to Sociology	0.12	3	\$3,397.65	\$ 1,132.55	\$135.91	6/12/2023	8/2/2023
3118	Hayward, James	CIS-159-NR	Adobe Photoshop	0.12	3	\$4,899.65	\$ 979.93	\$117.59	6/12/2023	8/3/2023
841	Herrera, Michelle	CSS-100-EC	College Study Seminar	0.12	3	\$2,939.79	\$ 979.93	\$117.59	6/13/2023	8/1/2023
106675	Khalifeh, Khalaf	BIO-203-21	Anatomy & Physiology I	0.12	4	\$3,232.86	\$ 1,077.62	\$129.31	6/12/2023	8/2/2023
200721	Kilheeneey, Heather	CHM-100-1B	Fundamentals of Chemistry	0.12	4	\$5,879.58	\$ 979.93	\$117.59	6/12/2023	8/2/2023
210208	Kloss, Robert	ENG-086-1E	Reading & Writing III	0.12	3	\$2,822.13	\$ 940.71	\$112.89	6/12/2023	7/31/2023
4	Kott, Micheal	HUM-153-H1	Survey of Film History	0.12	3	\$2,822.13	\$ 940.71	\$112.89	6/12/2023	7/31/2023
3176	Leven, Robert	BIO-204-2L	Anatomy & Physiology II	0.12	4	\$3,397.65	\$ 1,132.55	\$135.91	6/13/2023	8/3/2023
2037	LoPresti, Joseph	ART-120-NR	Art Appreciation	0.12	3	\$3,397.65	\$ 1,132.55	\$135.91	6/12/2023	8/3/2023
215013	Marcello, Frank	BUS-230-11	Business Law and Contracts	0.12	3	\$2,964.99	\$ 988.33	\$118.60	6/12/2023	7/31/2023
167581	Martinez Jr, Salvador	ENG-102-22	Rhetoric II	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/12/2023	7/31/2023
76708	Moreno, Berta	BUS-111-21	Principles of Business	0.12	3	\$3,077.10	\$ 1,025.70	\$123.08	6/13/2023	8/3/2023
215248	Pinto, Lincoln	BUS-111-1B	Principles of Business	0.12	3	\$2,822.13	\$ 940.71	\$112.89	6/12/2023	7/31/2023
180195	Pipikios, Iwona	CHM-100-2K	Fundamentals of Chemistry	0.12	4	\$5,644.26	\$ 940.71	\$112.89	6/13/2023	8/3/2023
3149	Sassetti, James	LAW-299-1J	Traffic Enforcement	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/15/2023	8/3/2023
192448	Schmidt, Michael	ENG-084-1F	Reading & Writing II	0.12	3	\$3,077.10	\$ 1,025.70	\$123.08	6/12/2023	7/31/2023
189751	Selvaggio, Nicole	ENG-101-NR	Rhetoric I	0.12	3	\$3,077.10	\$ 1,025.70	\$123.08	6/12/2023	8/3/2023
194372	Skov, Erik	MUS-134-1R	Private Applied Guitar Music M	0.12	2	\$0.00	\$ 1,025.70	\$123.08	6/15/2023	8/3/2023
194372	Skov, Erik	MUS-135-1R	Private Applied Guitar Non-Maj	0.12	1	\$0.00	\$ 1,025.70	\$123.08	6/15/2023	8/3/2023
189488	Swint, Ashley	BUS-107-NR	Principles of Marketing	0.12	3	\$3,077.10	\$ 1,025.70	\$123.08	6/12/2023	8/3/2023
156444	Talwar, Sundeep	PEH-103-NR	Nutrition	0.12	3	\$3,077.10	\$ 1,025.70	\$123.08	6/12/2023	8/3/2023
159232	Thelemaque, Cristina	BIO-204-1C	Anatomy & Physiology II	0.12	4	\$3,397.65	\$ 1,132.55	\$135.91	6/12/2023	8/2/2023
160493	Traver, David	PHI-126-1C	Introduction to Ethics	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/12/2023	8/2/2023
3107	Vacek, Sarah	ECE-200-11	Play & Guidance of Children	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/12/2023	7/31/2023
209956	Viar, David	WEL-141-1L	Gas Tungsten Arc Welding I	0.12	3	\$3,762.84	\$ 940.71	\$112.89	6/13/2023	8/3/2023
152888	Voight, William	LAW-102-1C	Intro to Criminology	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/12/2023	8/3/2023
3086	Zick, Jennifer	ECE-101-NR	Observ & Assessment / Children	0.12	3	\$3,233.94	\$ 1,077.98	\$129.36	6/12/2023	8/3/2023

Total \$4,108.82

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

PROPOSED ACTION:

To approve payment for the institution's Higher Learning Commission membership dues for the 2023-24 academic year.

RATIONALE:

Morton College membership fees to the institutions accreditor, the Higher Learning Commission (HLC) for the 2023-2024 academic year. Membership dues are based on student enrollment.

Membership dues support the institutions accreditation processes and provides personalized service to the college. The dues also include the costs of evaluations that occur during the Standard and Open Pathways, ensuring that members do not face large expenses in Years 4 and 10 of their accreditation cycles.

COST ANALYSIS: \$6,153.50

ATTACHMENTS: Quote.



Invoice Number: D17455
Invoice Date: 6/26/2023
Your Account Number: 1127
Terms: Net 30

Bill To:

Morton College
Dr. Keith McLaughlin
Provost
3801 S. Central Avenue
Cicero IL 60804

Quantity	Description	Price	Total
2,005	FY'23-24 FTE DUES	\$0.70	\$1,403.50
1	FY'23-24 Base DUES	\$4,750.00	\$4,750.00

TOTAL INVOICE: \$6,153.50

*****NEW REMIT TO ADDRESS*****

THE HIGHER LEARNING COMMISSION
P.O. Box 735331
Chicago, IL 60673-5331

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

For Inquiries Contact Us At:
finance@hlcommission.org
or
312-881-8119

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

Proposed Action: That the Board approve a membership with: College and University Professional Association for Human Resources for \$1,395.00 effective July 1, 2023 – June 30, 2024, as submitted.

Rationale: [Required by Board Policy #2.9].

Cost Analysis: \$1,395.00

Attached: Invoice



**College and University Professional
Association for Human Resources**

INVOICE

For Annual Membership
July 1, 2023 - June 30, 2024

Murneka Davis
Director of HR
Morton College
3801 South Central Avenue
Cicero, IL 60804-4398

Invoice: 46835-2024
Invoice Date: 8/1/2023
Due Date: 06/30/2023

The person above is the membership contact and is responsible for ensuring membership dues are paid. Learn more or change the contact person at www.cupahr.org/membershipcontact.

Description	Amount Due
Membership Dues for Morton College	\$1,395.00

To pay online, visit www.cupahr.org/paydues and sign in using the dues payment username and password listed below.

Dues Payment Username: 46835
Dues Payment Password: CUPADues46835 (case sensitive)

To pay by check, make check payable to **CUPA-HR** and mail to:
CUPA-HR
P.O. Box 306257
Nashville, TN 37230-6257

This membership currently serves 6 people on the membership roster; however, the roster can have an unlimited number of people.

Questions? Contact CUPA-HR at **877-287-2474** or memberservice@cupahr.org.

*CUPA-HR membership dues are not deductible for federal income tax purposes but may be deductible as a general business expense. CUPA-HR's **W-9** Form can be found online at www.cupahr.org/W9.*

CUPA-HR FEIN: 59-0976133

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

PROPOSED ACTION: That the Board Approve to renew Morton's annual membership with HERC, Higher Education Recruitment Consortium.

RATIONALE

This membership allows the Morton's HR recruitment team to reach diverse candidate pools to applicants that post to HERC. Morton can post open positions to HERC job boards. HERC provides training surrounding workplace inclusion. HERC allows members of the HR department to network with higher education peers.

COST ANALYSIS:

\$3,600.00 annual membership.



Invoice

Date 5/10/2023
Invoice # INV-TC-1066-358
Terms Due on receipt
Due Date 7/1/2023
Please Make Payments To: HERC/Tides Center
 Tides Center
 Attn: Accounts Receivable
 P.O. Box 889385
 Los Angeles CA 90088-9385

Memo

Project

HERC/Tides Center
 Tides Center
 Attn: Accounts Receivable
 P.O. Box 889385
 Los Angeles CA 90088-9385
 United States

Bill To

Murkena Davis, Director of HR
 Morton College
 3801 S Central Ave
 Cicero IL 60804
 United States

Quantity	Description	Rate	Amount
1	2023/24 Greater Chicago Midwest HERC Membership NEW RATE SCHEDULE: Tier II @ \$4,500/ year Discount adjustment for this year 20% included in price. DATES OF SERVICE: July 1, 2023 - June 30, 2024 PAYMENT BY CHECK/ACH PREFERRED. EMAIL SANDRA@HERCJOBS.ORG FOR ACH INFORMATION ***Paid after August 1, 2023 incurs 3% surcharge***	3,600.00	3,600.00
		Total	\$3,600.00

PROPOSED ACTION:

THAT THE BOARD APPROVE THE LICENSE FEE FOR THE AGREEMENT BETWEEN MORTON COLLEGE AND ACUE.

RATIONALE:

\$50,000 to ACUE to provide Health Careers Faculty/Staff professional development opportunities to include: designing an effective course, establishing a productive, learning environment , using active learning strategies, promoting higher order thinking, and assessing to inform instruction and promote learning to assist in meeting program accreditation requirements.

- Instructors who earn a certification in ACUE's Effective Teaching Practices Framework are proven to boost persistence and completion for students, improve faculty confidence and engagement, and ACUE's focus on implementation and results helps institutions meet their strategic goals.
- We are powerful and intentional - based in efficacy, pedagogy, and research, quickly applicable in class: ACUE's courses, pathways, and certifications engage faculty with practical teaching strategies rooted in research that they can use in their classrooms and online courses right away.
- ACUE has worked with over 450 higher education institutions since our founding. We have a deep understanding of how building a learning culture can help you drive improved student outcomes and meet your institutional goals.
- Proven Impact: Our partner institutions can validate that having instructors certified in ACUE's Effective Teaching Practices Framework truly moves the needle and leads to better outcomes for students and colleges. Students learn more, raise their grades, and persist at higher levels, and institutions meet their retention goals and drive revenue.

*The funding source will be coming from the PATH Grant.

COST ANALYSIS:

\$50,000

ATTACHMENT:

ACUE SUBSCRIPTION ORDER FORM
ACUE INVOICE
MORTON PARTNETSHIP- WHY ACUE

ACUE
745 Fifth Avenue #500
New York, NY 10151
Tel. 866.628.ACUE
accounting@acue.org



ACUE | Student Success
Through Exceptional
Teaching

Invoice 1925
7/7/2023

Bill To

Morton College
3801 S. Central Avenue
Cicero IL 60804
United States

Due Date: 8/6/2023

Terms	Due Date	PO #	Partnership Director
Net 30	8/6/2023		Michael Hellard

Qty	Item	Rate	Amount
1	Platform Subscription: Level 1	\$50,000.00	\$50,000.00

Subtotal	\$50,000.00
Payments/Credits	(\$0.00)
Tax Total (0%)	\$0.00
Amount Due	\$50,000.00

Thank you for your business!

Electronic payments are strongly preferred. Payment instructions are as follows:

Name: ACUE
Routing: 021-000-021
Account: 700-358-679
Type: Checking

ORDER FORM NUMBER 1

This Order Form #1 is entered into as of 7/3/2023 (the "Order #1 Effective Date") and is governed by the Master Services Agreement (the "Agreement") between EdCERT, LLC dba Association of College and University Educators, ("ACUE") and Morton College dated 7/3/2023. In the event of a conflict between the terms of this Order #1 and the Agreement, the terms of this Order #1 shall prevail.

Order Summary	
Partner	Morton College
Product(s)	Platform Subscription, Level 1
Purchased Learning Credits	5 See Program Terms and Conditions for options regarding usage of Learning Credits.
Complimentary Offerings	Partnership Portal Course-taker Impact Analytics
ACUE Services and Deliverables	During the License Term, ACUE will provide the services and deliverables described below. See Program Terms and Conditions for service level descriptions, terms and conditions. <ul style="list-style-type: none"> • Deliver a rollout plan that establishes planned usage of Learning Credits; • Designate a Regional Customer Success Director to be the primary contact; • Provision access to Partnership Portal; • Deploy Dedicated Cohort(s) on LMS; • Staff Course Facilitator(s) for Dedicated Cohorts; • Enroll course-takers into Dedicated Cohorts; • Award digital badges and/or certificates; • Administer helpdesk technical support; • Provide scoring and feedback for reflections; and • Produce Course-taker Impact Analytics reporting.
Partner Responsibilities	Partner acknowledges the responsibilities described below align with ACUE success factors and serve to maximize likelihood of program success against stated goals. <ul style="list-style-type: none"> • Appoint an Executive Sponsor to champion the program; • Appoint a Campus Lead to be the primary day-to-day owner of the program; • Collaborate with ACUE to develop a rollout plan; • Understand and adhere to scheduling guidelines; and • Lead course-taker recruiting aligned with established best practices.
License Term	Commencing on Order #1 Effective Date and ending one year thereafter. The Term is subject to Partner's payment obligations and termination provisions of the MSA.
License Fees	\$50,000 due as specified in Payment Terms

Payment Terms	<p>Partner shall pay ACUE the License Fees listed above as follows:</p> <p style="text-align: center;">Year 1: \$50,000 invoiced on signing, due net 30</p> <p>Partner agrees to pay all applicable taxes associated with Fees due under this Order Form. If Partner is exempt from taxes, Partner shall deliver to ACUE an exemption certificate on signing. ACUE will invoice Partner at least thirty (30) days prior to an invoice due date.</p>
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This Order Form #1 is subject to the following Program Terms and Conditions:

- 1) Definitions: The following terms have the meaning set below:
 - a) **Access Period:** The duration of the ACUE Platform Subscription, aligned with the License Term, during which time ACUE renders the Services and Deliverables described in Order Summary
 - b) **Add-on Credits:** Learning Credits purchased during the License Term.
 - c) **Campus Lead:** The individual designated to lead the ACUE program day-to-day including (i) managing against rollout plan, (ii) serving as Partnership Portal administrator, (iii) implementing a recruiting plan aligned with best practices; and (iv) serving as primary point of contact for day-to-day work.
 - d) **Course Facilitator:** An expert in teaching and learning responsible to conduct course launches and guide course-taker implementation and completion.
 - e) **Customer Success Director:** Primary point of contact responsible for ensuring program success through relationship management, project management and a deep knowledge of ACUE offerings.
 - f) **Dedicated Cohort:** ACUE courses where enrollment is comprised exclusively of Partner-designated course-takers, and aligned with ACUE institutional scheduling and implementation guidelines.
 - g) **Effective Practice Framework:** A leading statement of the core competencies that every college and university educator needs to deliver great teaching, endorsed by the American Council on Education.
 - h) **Executive Sponsor:** A senior-level leader who champions program success at key touchpoints including: (i) by introducing ACUE campus-wide, (ii) motivating course-takers around course starts and mid-program, (iii) participating or supporting pinning ceremonies, (iv) appointing a Campus Lead for day-to-day operational needs and (v) aligning appropriate incentives with course-taker success.
 - i) **Course-taker Impact Analytics:** Periodic reporting geared towards administrators that include aggregated, anonymized data about learning, implementation, self-efficacy, engagement and completion.
 - j) **Full course:** 25-week courses, with requirements commensurate with a three-credit graduate-level course, aligned to the Effective Practice Framework, that prepare faculty with the comprehensive set of evidence-based skills to be effective in the classroom. Completing a Full course results in a certificate in effective college instruction, awarded in collaboration with the American Council on Education.
 - k) **Learning Credits:** credits that can be exchanged for ACUE courses and related services during the Access Period, as shown in the table below. The Course Catalog is included in Appendix A.

Table 1: Learning Credit Legend

ACUE Offering	Learning Credits	Usage Metric
Full Courses	5	Per Dedicated Cohort
True-up Courses	4	Per Dedicated Cohort
Microcredential Courses	2	Per Dedicated Cohort


Student Survey Center	1	For up to five Dedicated Cohorts
Add-on Concentration	1	For up to three Dedicated Cohorts

- l) **Microcredential course:** Multiple short-duration courses that prepare course-takers with evidence-based skills to be effective educators. Completing applicable microcredentials can stack to earn certificates in effective college instruction.
- m) **Partnership Portal:** a dedicated system to support course-taker recruitment, enrollment and communications.
- n) **Platform Subscription:** Access to ACUE human and technology resources to deliver professionally facilitated, online courses in effective instruction for faculty and staff and related services during the Access Period.
- o) **True-up Courses:** A course comprised of three (3) microcredentials, intended to support course-takers completing the full credential after completing one stackable Microcredential course.
- 2) **Terms and Conditions:** ACUE Services and Deliverables are subject to the following terms and conditions.
- a) **Dedicated Cohort Terms:**
- Courses may start throughout the Access Period aligned with Scheduling Guidelines
 - Up to 33 course-takers may participate in a Dedicated Cohort
 - Up to two (2) observers may join a course, who may not take courses for credit
 - Course End Dates may be extended by ACUE's discretion
 - After Course End Date, courses remain accessible in a read-only state for the remainder of the License Term or three (3) months, whichever is greater.
- b) **Scheduling Guidelines:**
- Courses must be scheduled at least 45 days in advance of the course start date
 - Course changes less than 45 days from course start date are subject to a \$2,000 fee
- c) **Student Survey Center terms:**
- Delivered as an add-on to each instance of a Dedicated Cohort
 - For Microcredentials: (i) surveys will remain open for the duration of the course, (ii) course-takers will receive individual reports provided at least 15 survey responses are received.
 - For Full courses: (i) surveys will remain open for two survey windows aligned with the end of the academic term, (ii) course-takers will receive individual reports provided at least 15 survey responses are received, and (iii) institutions will receive an aggregated report provided at least five course-takers receive responses and at least 100 total survey responses are received.
- d) Add-on Credits may be purchased at any time during the License Term for \$10,000 per credit. Usage of Add-on Credits aligns with the License Term.
- e) If one or more Learning Credits remain unused after an Access Period (each, a "Rollover Credit"), Partner will be entitled as a courtesy to rollover one (1) Learning Credit at no cost provided (i) Partner renews with no lapse in service and (ii) such Rollover Credit is used within three months.
- f) **Course-taker Impact Analytics terms:**
- Reports group courses by semester of launch
 - Full courses: one mid-course Progress and one Summary Report
 - Microcredential courses, one Summary Report

g) Partnership Portal Terms

- Usage of Partnership Portal aligns with Access Period
- Partners may designate up to three (3) portal administrators

The prices, terms and conditions contained in this Order Form are valid through July 31, 2023.

ACCEPTED ON BEHALF OF PARTNER	ACCEPTED ON BEHALF OF ACUE
Signature:  <small>Keith McLaughlin (Jul 6, 2023 16:17 EDT)</small>	Signature:
Name: Dr. Keith McLaughlin	Name:
Title: Interim President	Title:
Date: Jul 6, 2023	Date:

Appendix A
Course Catalog

Credential Courses, comprised of four (4) Stackable Microcredentials

Effective Teaching Practices, comprised of

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses

Effective Online Teaching Practices, comprised of

- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course
- Designing Learner-Centered and Equitable Courses

Stackable Microcredential Courses

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses
- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course

Microcredential Courses

- Fostering a Culture of Belonging

Add-on Concentration

- Career Guidance and Readiness



ILLINOIS COUNCIL
of Community College
PRESIDENTS

**DUES
INVOICE**

Morton College
Attn: Dr. Keith McLaughlin
3801 South Central Ave
Cicero, IL 60804

Date: 7/18/2023
Invoice #: 85229
Terms: Due upon Receipt

Description	Amount
FY24 Illinois Council of Community College Presidents (ICCCP) Dues	4,250.00
<p>Please make check payable to: Presidents Council and mail to: ICCCP c/o Stephanie Spann 401 E. Capitol Ave, Ste 200 Springfield, IL 62701-1711</p>	
Total	\$4,250.00

PROPOSED ACTION: THAT THE BOARD APPROVE CONTINUED MEMEBERSHIP IN THE STATE AUTHORIZATION RECIPROCITY AGREEMENT (SARA) FOR FY 24 AT A COST OF \$2000.

RATIONALE: [Required by Board Policy 2.10]

The National Council for State Authorization Reciprocity Agreements (NC-SARA) is a private nonprofit organization [501(c)(3)] that helps expand students' access to educational opportunities and ensure more efficient, consistent, and effective regulation of distance education programs.

MEMBERSHIP BENEFITS INCLUDE:

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

COST ANALYSIS: Membership Fee \$2000 – FY 24

ATTACHMENTS: None



**National Council for
State Authorization
Reciprocity Agreements**

MHEC • NEBHE • SREB • WICHE

Federal Tax ID#: 47-4382124

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

Billed To	Invoice Number	Invoice Total
Morton College	Invoice-08751	\$2,000.00
ATTN: Mireya Perez	Invoice Date	
	July 28, 2023	

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

Invoice Terms

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

Current Participation Period

August 3, 2023 - August 2, 2024

Payment is due by August 2, 2023

* This payment does not replace any required fees by your SARA state portal entity.

** A 25% late fee will be applied after August 2, 2023 unless noted.

Please print and remit this page with your payment.

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

The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE ANNUAL AGREEMENT FOR BLACKBOARD LEARNING SYSTEM INSTITUTIONAL LICENSE (BLACKBOARD COURSE DELIVERY) FOR UNLIMITED ACCOUNTS IN THE AMOUNT OF \$72,104.42 FOR FISCAL YEAR 2023-24 FROM BLACKBOARD, INC., A SOLE SOURCE VENDOR.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 805, Section 3-27.1 of the *Illinois Compiled Statutes*]

The Blackboard Learning System Institutional License allows Morton College to enroll an unlimited number of students in the College's Course Management System. This institutional license also allows Morton College to continue and maintain distant learning offerings.

COST ANALYSIS: \$72,104.42 total annual renewal (FY24)

ATTACHMENTS: Blackboard Contract

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Morton College
3801 South Central Avenue
Chicago, IL 60804-4300
USA

Date: 08/10/2023
Customer No: 303753
Document No: CSF000895464

Customer Primary Contact: Micheal Kott

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

<u>Qty</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>	<u>Price (USD)</u>
1	AS-HST-STO1TB-SAAS	Blackboard Additional SaaS Storage 1TB	09/13/2023	09/12/2024	6,181.35
3	CL-WC-ENT-STRG	Collaborate Storage (Enterprise - 1TB)	09/13/2023	09/12/2024	6,181.35
1	CL-WC-ENT-USERY	COLLABORATE ENTERPRISE USER LICENSE - 1 YEAR	09/13/2023	09/12/2024	14,858.94
1	SAAS2-LC-HE-P	Blackboard Learning Core Package - SaaS Plus	09/13/2023	09/12/2024	44,882.78
1	AS-LRN-SAAS2	- Blackboard Learn SaaS Plus			

Renewal Amount (USD) 72,104.42

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **09/13/2023**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 09/13/2023 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

Any utilization beyond licensed quantities allowed under your current contract with Blackboard may result in license fees charged in addition to the new period or contract renewal amount noted above. Please reach out to Blackboard to adjust your current license quantity if applicable.

Your invoice will be sent separately and will include the payment instructions and total amount due. You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due noted above and will be added, where applicable, when invoiced.

Please take the following actions prior to 09/13/2023:

1. Contact your Renewal Representative or operations@blackboard.com to request an invoice **OR** issue a purchase order, if required.
2. Provide updated billing information if inaccurate.
3. If you are exempt from paying sales tax, please remit a copy of your state tax exempt certificate with payment of your invoice or a copy to exemptcerts@blackboard.com.

Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **09/13/2023**:

- Email: operations@blackboard.com
- Fax: +1.312.236.7251

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

PROPOSED ACTION: THE BOARD APPROVES THE ANTHOLOGY MEMBERSHIP FOR 3 YEARS AT A FEE OF \$25,287.00 AS SUBMITTED.

RATIONALE: [Required by Board Policy 2.10]

- ACCESSIBLE COURSE EVALUATIONS FOR FACULTY, STUDENTS, AND STAFF.

COST ANALYSIS: \$25,287.00

ATTACHMENTS: INVOICE



This Anthology Order Form ("Order Form") by and between **Anthology Inc. of New York** ("Anthology") and **Morton College** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Anthology Master Agreement located at <https://www.anthology.com/agreements/msa> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Anthology to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Anthology Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute this Order Form on behalf of Customer or Anthology, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Period Number	Total
Period 1	\$9,375.00
Period 2	\$7,800.00
Period 3	\$8,112.00
Contract Total	\$25,287.00

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1		Course Evaluations (FTE/User Total: 3,850)	9/1/2023-8/31/2024	\$7,500.00
1		Anthology Course Evaluations Implementation		\$1,875.00
			Period 1 total	\$9,375.00

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1		Course Evaluations (FTE/User Total: 3,850)	9/1/2024-8/31/2025	\$7,800.00
			Period 2 total	\$7,800.00

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1		Course Evaluations (FTE/User Total: 3,850)	9/1/2025-8/31/2026	\$8,112.00
			Period 3 total	\$8,112.00

B. Terms

1. The initial term shall include all Periods included in the Software & Services Product and Pricing Summary above (the "Initial Term").
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Anthology, or Anthology provides Customer, with a written notice to the contrary sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 09/01/2023

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions


1. Applicable Statement Of Work (SOW) No. Q-148415 is attached and incorporated herein.

Sales Approved:
Initial:

Sales Approved:
Initial:

Morton College
Signature:

Name:
Title:
Date:

Anthology
Signature:

Name: Michael Pohorylo
Title: Deputy General Counsel
Date: 07/13/2023

Primary Contact Information	
Name	Title
3801 South Central Avenue Cicero, IL 60804	
Address	
Phone	Email

Billing Information	
Name	Title
Address	
Phone	Email

SECTION 1 - INTRODUCTION

This STATEMENT OF WORK ("SOW") identifies the scope of services, deliverables, and payment arrangements to be performed hereunder and is subject to the terms and conditions of the Order Form. The terms and conditions in this SOW shall be in addition to all terms contained in the Order Form, which shall continue in full force and effect. This SOW shall control over any conflicting terms, conditions, or pricing in the Order Form. This SOW will become effective as of the Effective Date indicated in the Order Form. Anthology shall have no obligation to perform services prior to such time. Capitalized terms not defined herein shall have the meaning assigned in the Agreement. Anthology and Customer may hereinafter be referred to individually as "Party" or collectively as "Parties".

SECTION 2 - ANTHOLOGY SOLUTIONS AND PROFESSIONAL SERVICES

I. Anthology Solutions

The products identified under this Section 2 (I) are collectively defined as "**Anthology Solutions**". Customer understands that the scope of the Anthology Services (as defined below) is limited to the Anthology Solutions specified in this SOW regardless of whether Customer has purchased or obtains any additional licenses for other Anthology products or services pursuant to the Agreement or otherwise.

II. Engagement Summary

This engagement will consist of the following services:

Anthology Course Evaluations Implementation - ANTH-PS-SE-CR-EVAL

The engagement summary above is an all-inclusive list of the services that will be provided pursuant to this SOW and will be referenced herein as the "**Anthology Services**". The Anthology Services may also be referenced singularly or in groups.

For the avoidance of doubt, no additional services will be provided pursuant to this SOW. In the event additional services are required, the Parties will execute a separate Statement of Work or Change Order, in accordance with the terms of Section 6 below, for the provision of such additional services.

SECTION 3 - PROJECT SCHEDULE

The period of performance for this engagement will commence as of the Effective Date and will continue until all Anthology Services are rendered or this SOW terminates in accordance with the terms of this SOW or the Agreement, as applicable.

Customer and Anthology will work together in good faith to determine a mutually agreed upon start date and establish a mutually agreeable project timeline ("**Project Timeline**"). Establishing the Project Timeline and meeting the delivery dates thereunder will be dependent upon the availability of Anthology and Customer resources.

SECTION 4 - PROJECT MANAGEMENT

The objective of the project management process is to support the completion of Deliverables (as defined below). Anthology will appoint a Project Manager ("**PM**") that will be responsible for the overall engagement and delivery of the Anthology Services and Deliverables. Anthology's PM will provide Customer with documentation, status reporting, and resource management with respect to the Anthology Services and Deliverables.

Customer shall identify and assign a resource to act as Customer's project manager ("**Customer PM**"). Customer PM shall act as the primary point of contact for the Anthology PM. The Customer PM shall: (i) have full authority to make all required decisions regarding project scope, timeline, and cost; (ii) be authorized to assign appropriate Customer personnel and resources and be responsible for such resources performance; (iii) be responsible for coordinating all meetings with Anthology, contractors or other third parties (as required); and (iv) provide Customer Deliverables, products, and information as required by Anthology.

SECTION 5 - SCOPE OF ANTHOLOGY SERVICES

The following actions (each an "**Action**" and collectively "**Actions**") and deliverables (each a "**Deliverable**" and collectively "**Deliverables**") will be rendered pursuant to this SOW for the purchased Anthology Service(s). Anthology and Customer's respective responsibilities for each Deliverable is subject to the description of the related Action as set forth below:

I. Phases and Descriptions

5.1.1 Anthology Course Evaluations Implementation - ANTH-PS-SE-CR-EVAL

Anthology's Solution Implementation Services provides expert configuration and launch support for Anthology point solutions.

This statement of work includes product implementation services specific to the purchased tool(s). Anthology will provide consultation services in a virtual setting; train-the-trainer consultation sessions are paired with content from on-demand video modules. These video modules should be used for campus project team members to gain familiarity with tool functionality and to understand configuration decisions and implications. Further, video module preparatory work allows the subsequent consultative conversations to be informed by knowledge of the feature(s) and to allow for easier configuration decision-making

	Anthology Deliverables/Actions	Customer Deliverables
Successful Start Configuration Workbook Handoff from Sales	Action - Review of Customer's Completion of Successful Start Configuration Workbook Deliverable - Questions/Clarifications for Successful Start Configuration Workbook Template; Authentication Verification Worksheet to IT Team	Action - Customer Completes the Workbook Deliverable - Completed Workbook; Clarification from Client on Questions on Workbook
Kickoff Call	Action - After review of Workbook, will schedule a kickoff call Deliverable - share agenda for meeting; PowerPoint from Kickoff Call	Action - Roles defined in Workbook should attend Kickoff call; Confirm with PM final members of customer team, IT's readiness, and target dates for Product implementation Deliverable - IT Team Submit Authentication Worksheet

	Anthology Deliverables/Actions	Customer Deliverables
SSO Setup	Action – Technical Team working with client for Single Sign-on (SSO)	Action – Customer provides IT resources to set up SSO Deliverable – Setup SSO
Site Spin Up	Action – Technical Team setting up site with client’s IT team; Enablement Team validates the Site Access Deliverable – Access to Site	
Data Strategy Requirements	Action – Data Strategy Team schedules call to review Data Requirements Guide with customer Deliverable – Send Data Requirements Guide	Action – Review Data Requirements Guide for consultation session with Data Strategist
Build Data Exchange	Action – schedule calls with Data Strategist to support customer completion of data file templates, testing, and validation process of files Deliverables – File Templates provided to customer for Solutions	Action – Customer works with data strategist to retrieve data to build data files Deliverable – customer builds, tests, and validates data exchange files
Functional Consulting Series	Action – schedule calls with customer; review site architecture and overview of steps and best practices to complete site development Deliverable – Consultant provides list and access to training materials	Action – upon review with the consultant of the successful configuration workbook, customer completes training materials and activities to configure the site Deliverable - customer competes activities and come prepared with questions to the consultant sessions
Site Readiness and Launch	Action - consultant reviews site for launch (and, as needed, post-launch) readiness	Action - Customer executes internal communication plan and schedules end user training
Adoption Services Transition	Action – consultant indicates customer readiness for Adoption Services support	Action – Customer attends transition call with Adoption Services

II. Testing and Validation

For engagements that require testing and validation of an Anthology Solution, testing and validation will be performed in accordance with a mutually agreed upon testing plan at the designated time in the Project Timeline. Customer must confirm to Anthology that the results of such testing demonstrate that the Anthology Solutions perform the actions specified in the mutually agreed upon Anthology Solution documentation, in all material respects. In the event Customer does not complete testing as agreed upon in the Project Timeline, the dates and costs associated with such Project Timeline may vary, thereby requiring the Parties to execute a separate Statement of Work or Change Order in accordance with Section 6 hereunder.

SECTION 6 – CHANGE ORDER PROCESS

Either Party may initiate a change request to this SOW by submitting the details of such change in writing to the other Party. The Party receiving the change order request shall respond to such proposal within five (5) business days. If the Parties are mutually agreeable to the proposed changes or any other changes to this SOW, they shall execute a change (“**Change Order**”). Customer acknowledges and agrees that any changes to the Deliverables, Anthology Solutions, Anthology Services, work to be performed, schedules, resources and / or assumptions in this SOW may affect the Project Timeline and the associated fees.

SECTION 7 - ASSUMPTIONS

I. General Assumptions

- Pricing estimates in this SOW will expire 30 days from the date this SOW is presented to Customer if this SOW is not executed by Customer before then.
- This SOW encompasses the entire scope of the Anthology Services to be provided to Customer by Anthology.
- Anthology will begin staffing and scheduling only after the Effective Date.
- Payment for any Anthology Solution license fees is not contingent on or related to payment or performance of the Anthology Services.
- Scheduling and Project Timeline estimates are dependent on Customer rendering decisions expeditiously as required throughout the project timeline.
- Customer will complete a review of all submitted draft work product within five (5) business days unless otherwise agreed to in writing.
- Customer shall assign a Customer PM as required to fulfil Customer responsibilities under this SOW.
- Customer is responsible for assigning subject matter experts (“**SME(s)**”) and system administrators to identify business rules, resolve process discrepancies and answer ad hoc questions. SME’s will be made available as needed throughout the period for performance of the engagement and will be responsible for soliciting input from additional Customer personnel as may be required.
- Customer will facilitate hardware and software configuration and environment(s), either managed or self-hosted, that can support the functional/technical services included in this SOW.
- All interfacing systems in the environment(s) designated for functional testing will be available.
- Except as expressly specified in writing, Customer will procure and provide all third-party products and services in a timely manner as required to complete the Anthology Services under this SOW. Anthology is not responsible for making changes to the configuration or data contained or used in third-party systems.

II. Customer Acknowledgement

Customer acknowledges and agrees that Anthology's ability to deliver the Anthology Services and render the Deliverables specified in this SOW is dependent upon Customer's full and timely cooperation, including but not limited to the availability of Customer skilled resources in accordance with a project "Staffing Plan", as well as the accuracy and completeness of any information Customer provides to Anthology (which may include but is not limited to relevant information regarding the organization, infrastructure, roles, processes, systems, data, and other elements of the Customer's operations). Customer shall facilitate and assume all responsibility for any interactions relating to projects or programs in order to manage external project dependencies, including but not limited to Customer personnel, Customer sub-contractors, third party vendor relationships and any third-party licenses. In the event Customer fails to perform any of the foregoing obligations, or if any assumptions specified in this SOW change as a result of inaccurate information provided by Customer or Customer's lack of cooperation, then the scope of services, Project Timeline and associated fees may change. In the event of the foregoing, Anthology shall notify Customer in writing and shall allow Customer up to five (5) business days to review such notice, subject to any additional delays or costs, and the Parties will enter into a Change Order in accordance with Section 6 hereinabove, and Anthology shall not be obligated to perform until such Change Order is mutually executed and shall not be in breach of its obligations contained in this SOW or in the Agreement for its inability to perform.

SECTION 8 - CUSTOMER RESPONSIBILITIES

Customer shall be responsible for the following as required for Anthology to perform the Anthology Services pursuant to this SOW:

I. Customer Resources:

- Customer will cooperate fully with Anthology to establish a Project Timeline, a Staffing Plan, and any other Customer Actions and Customer Deliverables required under this SOW.
- Customer will identify the Customer PM in accordance with the Staffing Plan to work with Anthology on all required activities identified in this SOW.
- Customer will identify SMEs and system administrators in accordance with the Staffing Plan to fulfil all Customer responsibilities related to this SOW. Such SME(s) and system administrator(s) will be available for the period of performance of this SOW.
- Customer will provide empowered decision-makers who can make determinations regarding project scope, priorities, execution, and resourcing/funding.
- Customer will manage its internal communications and information distribution processes to its campus locations.
- Customer will facilitate and assume all responsibility for any interactions with Customer or third-party projects or programs in order to manage external project dependencies, including Customer personnel, Customer sub-contractors, third party vendor relationships and any third party licenses. Anthology will reasonably cooperate with Customer and such third-party integration providers as necessary to perform the Professional Services and provide the Deliverables set forth herein.

II. Customer Systems / Sites:

- Customer will provide Anthology with remote and on-site access, as applicable, to all required systems, work locations, networks, legacy systems, and applications.
- Customer will maintain sufficient internet access, facilities and equipment and will provide Anthology with access to such internet, facilities and equipment as required by Anthology to render the Anthology Services.
- Customer will provide Anthology with access to the appropriate physical and technical environments in the timeframes confirmed with the Anthology PM to successfully render the Anthology Services listed in this SOW.

SECTION 9 – INVOICING, FEES, AND PAYMENT

a) Fixed Fees for Anthology Services

Year One Pricing Table

Services	Product Code	Fees
Anthology Course Evaluations Implementation	ANTH-PS-SE-CR-EVAL	\$1,875
Total		\$1,875

b) Invoicing Schedule

Services	Product Code	Invoicing
Anthology Course Evaluations Implementation	ANTH-PS-SE-CR-EVAL	Invoice on execution

*Travel and Expenses are not included in the Estimated T&M Fees or the Fixed Fees and will be invoiced as incurred in accordance with the Travel and Expense Policy referenced in the Agreement.

SECTION 10 – CANCELLATIONS

Customer acknowledges that Anthology allocates its resources to provide the Anthology Services to Customer. In the event Customer cancels any scheduled Anthology Services with less than fifteen (15) business days prior written notice to Anthology, and Anthology cannot reallocate its resources after making good faith efforts to do so, then Customer shall promptly pay Anthology the fees (based on the difference between the projected scheduled Anthology Services for Customer and the fees actually received) and any out-of-pocket expenses incurred by Anthology. Notwithstanding the foregoing, in the event of the termination by Customer of a fixed fee SOW for any reason, other than because of Anthology's uncured breach, Customer must pay Anthology the entire Fixed Fee as specified in the terminated SOW. Any termination or cancellation of a SOW shall have no effect on Customer's obligation to pay the applicable fees and out-of-pocket expenses actually incurred by Anthology for the Anthology Services rendered through the effective date of termination or cancellation.

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

PROPOSED ACTION: Approval of Contract with Loyola University Medical Center to provide oversight for Paramedic Program

RATIONALE

The new Paramedic program requires oversight from the Director of a health care system which supports students' clinical and ride time requirements. This contract would ful

COST ANALYSIS:

\$28,000 per year

**MORTON COLLEGE CONSULTANT AGREEMENT
CAREER AND TECHNICAL EDUCATION PARAMEDIC
MEDICAL DIRECTOR**

This agreement (the "Agreement") outlines the arrangement between Loyola University Medical Center ("LUMC") and Morton College ("CLIENT") (each individually, a "Party" and collectively, the "Parties").

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

The LUMC's principal place of business is located at 2160 S. First Avenue, Maywood, IL 60153.

CLIENT desires to engage services of LUMC's employed physician, Dr. Mark Cichon as a Consultant ("CONSULTANT") to perform consulting services. In consideration of the foregoing representations, CLIENT and LUMC 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 22nd day of August, 2023 and end on the 21st day of August 2024, unless terminated earlier upon thirty (30) days prior to written notice by either CLIENT or LUMC. All provisions of this Agreement shall apply to all services and all periods of time in which CONSULTANT renders services for or on behalf of CLIENT, regardless of the date on which the Agreement is executed. This contract will automatically renew upon its expiration date for four (4) additional one (1) year terms unless terminated by either party prior to the expiration date of the Agreement.

2. CONSULTANT

The express intention of the parties is that CONSULTANT is not an employee, agent, or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employee and employer between CONSULTANT and CLIENT or any employee or agent of CONSULTANT.

CONSULTANT is employed by Loyola University Medical Center. Loyola University Medical Center, an Illinois nonprofit corporation is the contracting party to this agreement.

3. LICENSING REQUIREMENTS

Both Parties will comply with all federal, state, and local business permits and licensing requirements necessary to conduct business. Both Parties agree to comply with all applicable federal, state and local laws and regulations.

4. TAX RESPONSIBILITIES

CLIENT shall not be liable to any taxes for services rendered by CONSULTANT.

5. INSURANCE

LUMC declares that LUMC has obtained professional liability insurance for CONSULTANT and that LUMC shall make all applicable premium payments, deductibles, and renewal payments for such insurance policies of LUMC which include coverage for CONSULTANT. CLIENT shall obtain professional liability insurance and general liability insurance on behalf of CLIENT.

6. PERFORMANCE OF SERVICES

The parties agree that CONSULTANT will perform the consulting services described in Exhibit A attached hereto. CONSULTANT reserves the sole right to control or direct the manner in which services are to be performed. CONSULTANT shall retain the right to perform similar services for other entities during the term of this Agreement. CONSULTANT 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

CONSULTANT shall perform the services required by this Agreement at the Morton College campus located at 3801 S. Central Avenue, Cicero, Illinois 60804, as needed and as mutually agreeable.

8. TERMS OF PAYMENT

In consideration for the services to be performed by CONSULTANT, LUMC shall be paid a total fee of \$90 per visit for the entire natural term of this Agreement. Said fee shall be payable in bi-weekly checks.

9. EXPENSES

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

10. INDEMNIFICATION

The Parties shall defend, indemnify, and hold the other party, its officers, employees,, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such Party, its directors officers, employees, or agents, under this Agreement but only in proportion to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such Party, its officers, employees, or agents.

11. CONFIDENTIALITY

For the entirety of this Agreement, LUMC and CONSULTANT may have access to and become acquainted with various trade secrets, consisting of management, financial, and operational materials, methods and processes, 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. LUMC and CONSULTANT acknowledges such information is secret and confidential (except as prohibited by law) and that the CLIENT disclosed the same to and LUMC and/or CONSULTANT so services can be provided per this Agreement. CONSULTANT shall not disclose any such secrets, directly or indirectly, or use them in any other way 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 and LUMC and/or CONSULTANT 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 services per this Agreement and any additional services CONSULTANT may provide to the CLIENT, and nothing contained herein precludes and LUMC and/or CONSULTANT 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 LUMC and/or CONSULTANT or those acting on behalf of LUMC and/or CONSULTANT, shall remain a part of the Property (herein defined).

12. SUBSIDIARY OR AFFILIATE OF CONTRACTOR

At any time upon the CLIENT's request and/or upon termination of the Agreement, CONSULTANT 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 CONSULTANT's activities relating to the Project (the "Property"). The Property is acknowledged by CONSULTANT to be the CLIENT's property, which is only entrusted to CONSULTANT on a temporary basis in its capacity as a provider of services to the CLIENT.

By signing this Agreement, CONSULTANT agrees that the work shall be in the name of CONSULTANT. CONSULTANT 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 CONSULTANT. CONSULTANT may not subcontract the work of the Agreement. Subcontracting will be deemed to be in substantial non-compliance with the Agreement and will be deemed to be non-responsive to the CLIENT's contractual terms.

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

13. 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
Phone: 708-656-8000
Fax: 708-656-318 6
Email: Keith.McLaughlin@morton.edu

If to LUMC Loyola University Medical Center
2160 S. First Avenue
Maywood, IL 60153
Attn: Office of the President

With a copy to: Loyola Medicine
One Westbrook Corporate Center, Suite 840

Westchester, IL 60154
Attn: Senior Vice President General Counsel\

14. 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 or choice of law principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. 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. Counterparts and Facsimile Transmission

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.

D. Non-Assignment

This Agreement is personal in character and neither the CLIENT, LUMC, nor CONSULTANT 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.

E. Neutral Construction.

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

F. Enforcement.

This Agreement shall be enforceable through all remedies available in law or equity, including but not limited to, injunctive relief and specific performance.

G. Authority

The signatories for each of the Parties to this Agreement represent and warrant that such person has the full authority to bind such Party.

15. TERMINATION

The natural term of this Agreement is from the 22nd day of August, 2023 to the 21st day of August 2024. However, either party may terminate this Agreement earlier with or without cause or penalty upon thirty (30) days' written notice to the other party.

16. 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.

17. 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. This Agreement may be amended only by a written document signed by authorized representatives of each Party.

18. 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.

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

[Signature page follows]

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

Loyola University Medical Center

Morton College

Print

Print

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

PARAMEDIC MEDICAL DIRECTOR CONSULTANT DUTIES AND ACADEMIC CALENDAR

I. Consultant Duties and Requirements

The program Medical Director must be responsible for medical oversight of the program, and must:

1. Review and approve the educational content of the program curriculum for appropriateness, medical accuracy, and reflection of current evidence-informed prehospital or emergency care practice.
2. Review and approve the required minimum numbers for each of the required patient contacts and procedures listed in the program Standards.
3. Review and approve the instruments and processes used to evaluate students in didactic, laboratory, clinical, and field internship.
4. Review the progress of each student throughout the program, and assist in the determination of appropriate corrective measures, when necessary. Corrective measures should occur in the cases of adverse outcomes, failing academic performance, and disciplinary action.
5. Ensure the competence of each graduate of the program in the cognitive, psychomotor, and affective domains.
6. Engage in cooperative involvement with the Program Director Date of Review.
7. Ensure the effectiveness and quality of any program Medical Director responsibilities delegated to another qualified physician [e.g., Associate / Assistant MD(s) or other].
8. Ensure educational interaction of physicians with students.

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

PROPOSED ACTION: THAT THE BOARD APPROVE THE ELLUCIAN TOUCHNET ONECARD – 5 YEAR COST INVESTMENT OF \$230,135 WITH AN EFFECTIVE START DATE OF AUGUST 23, 2023.

RATIONALE

To enhance the student experience at Morton College by providing an upgraded student ID card. The proposed software allows students the option to create digital cards or request a physical card. The card will help better track the student's activity as well as synchronize with our current system, i.e. student photo on Colleague. In addition, this new process will help eliminate long wait time or lines to obtain their ID card. Students will be able to instantly create their ID card via their mobile device. This software matches the elevated and higher-quality experience we envision for our student community.

Cost of software will be grant funded by the Supplemental Support under the America Rescue Plan - HEERF.

**COST ANALYSIS:
GRANT FUNDED**

First Year	\$78,599
Second Year	\$35,484
Third Year	\$37,032
Fourth Year	\$38,657
Fifth Year	\$40,363



Ellucian OneCard VIP by TouchNet - Morton College	QTY	Unit Price	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Core Software & Deliverables							
Ellucian Cloud Solutions for Colleague - OneCard VIP Base Platform (purchased under an Ellucian Order Form)	1	\$29,484.00	\$29,484	\$30,958	\$32,506	\$34,131	\$35,838
On The Counter (OTC) for taking Campus ID's (1 in food service, 1 at the spirit store and 1 in Athletics for the Nutrition Center)	3	\$1,780.00	\$5,340	\$801	\$801	\$801	\$801
Apriva Vending or USA Technology - Terminal License Fee (PepsiCo and First Class Vending)	4	\$150.00	\$600	\$90	\$90	\$90	\$90
Year 1 Maintenance all hardware (future years have been itemized in years 2 -5)	1	\$2,270.00	\$2,270				
OneCard Web Service API - (connection to PaperCut) - optional	1	\$1,500.00	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
ID Production							
Fargo HDP6600 Printer w/camera (for each card production location)	2	\$7,115.00	\$14,230	\$2,135	\$2,135	\$2,135	\$2,135
Fargo HDP6600 Retransfer Film 1500 Images	2	\$147.00	\$294				
Fargo HDP6600 Color Ribbon YMCK 600 Images	2	\$288.75	\$578				
Fargo HDP6600 Cleaning Kit	2	\$70.00	\$140				
Subtotal			\$54,436	\$35,484	\$37,032	\$38,657	\$40,363

Professional Services (one time fees)

Ellucian - Fixed Fee Services - (Implementation for OneCard - purchased under an Ellucian Order Form)	1	\$14,716.00	\$14,716				
Ellucian Ethos Connected Partner & Project Management Services *Time & Materials*		\$4,997.00	\$4,997				
OneCard Ready Partner - Implementation (PaperCut)	1	\$1,250.00	\$1,250				
Shipping	1	\$200.00	\$200				
Training - Professional Services	1	\$3,000.00	\$3,000				
Subtotal			\$24,163	\$0	\$0	\$0	\$0

TOTAL COSTS			\$78,599	\$35,484	\$37,032	\$38,657	\$40,363
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TouchNet costs are estimates and do not include any additional hardware or software purchases. Any additional purchases will change the overall annual totals

Year 1 Cost-Includes Annual Software costs, Annual Maintenance Implementation costs, and Hardware cost. Years 2-5 costs comprises of Annual Software fees with Escalation and Maintenance

PROPOSED ACTION:

Board approval for 2023-2024 NJCAA Membership Dues.

RATIONALE:

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

COST ANALYSIS:

\$4,200.00

ATTACHMENT:

2023-2024 NJCAA Membership Dues Invoice



National Junior College Athletic Association INVOICE

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

Invoice Date: 07/26/2023 12:00:00 AM
Invoice ID: MEM-929
Payment Terms: Due Upon Receipt
Due Date: 8/25/2023 (\$500.00 late charge applied after 9/15/2023)
Payment Method: Check
Bill To: Morton College

Description: **2023-2024 NJCAA Membership Dues**

Qty	Description	Unit Price	Total Amount
1	2023-2024 NJCAA Membership Dues	\$3,200.00	\$3,200.00
	DII Baseball;DII Men's Basketball;DII Men's Cross Country;DII Men's Golf;DII Men's Soccer;DII Softball;DII Women's Cross Country;DII Women's Basketball;DII Women's Soccer;DII Women's Volleyball;Men's Wrestling (scholarship);Women's Wrestling (emerging) (scholarship)	Sport Fee \$50.00	\$600.00
1	Formstack Sign	\$400.00	\$400.00

Invoice Total \$4,200.00

Balance Due \$4,200.00

IMPORTANT NOTE: NJCAA Membership dues and Coaches Association dues CANNOT be combined, please remit separate checks for each invoice.

For check payments, remit to:

PROPOSED ACTION:

Board approval for 2023-2024 NJCAA Coaches Association Membership Dues.

RATIONALE:

This payment is required to Coach in NJCAA.

COST ANALYSIS:

\$1,553.00

ATTACHMENT:

2023-2024 NJCAA Coaches Association Membership Dues Invoice

NJCAA Coaches Association INVOICE



COACHES ASSOCIATION

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

Invoice Date: 07/26/2023 12:00:00 AM
Due Date: 8/25/2023 (\$500.00 late charge applied after 9/15/2023)
Payment Method: Check
Invoice ID: CAE-455

Bill To: Morton College

Description: **2023-2024 NJCAA Coaches Association Dues**

Coaches Association Elections

Baseball - \$140.00
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 - \$120.00
Women's Soccer - \$120.00
Softball (with NFCA) - \$125.00
Women's Volleyball (with AVCA) - \$115.00
Wrestling (with NWCA) - \$165.00
Women's Wrestling - \$125.00

Subtotal \$1553.00
Invoice Total \$1553.00

Payments 0.00
Balance \$1553.00

IMPORTANT NOTE: NJCAA Membership dues and Coaches Association dues **CANNOT** be combined, please remit separate checks for each invoice.

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:

REQUESTING THAT THE BOARD APPROVES A REIMBURSEMENT OF \$555.00 TO ASHLEY FINKE, TO COVER HER ANNUAL APTA DUES WITH ORTHOPEDIC ACADEMY FEES.

RATIONALE:

CAPTE REQUIRES FULL-TIME FACULTY TO MAINTAIN CONTEMPORARY EXPERTISE IN THEIR SUBJECT MATTER. THE ACADEMIC COORDINATOR OF CLINICAL EDUCATION REQUIRES ACCESS TO CLINICAL APTA DOCUMENTS INCLUDED IN THE ANNUAL MEMBERSHIP.

COST ANALYSIS:

\$ 555.00

FUNDS WOULD BE TAKEN OUT OF THE PERKINS GRANT.

ATTACHMENT:

APTA RECEIPT

Thank you again for your continued engagement with APTA.

Purchase | Confirmation

Purchase Information

Date of Purchase: **Jul 11 2023 3:12PM**

Ashley Elizabeth Finke, PT, DPT

Web Transaction Number: **2147724**

Payment Method: Credit Card

Payment Detail

Code	Type	Description	Price
NATIONAL	Dues	National Dues	\$295.00
CHAPT/IL	Dues	Illinois Chapter	\$210.00
J	Dues	Orthopaedics	\$50.00
			Total \$555.00

PROPOSED ACTION:

THAT THE BOARD APPROVE NURSING ATI IN THE AMOUNT OF \$27,152.00

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:

\$27,152.00

ATTACHMENT:

Invoice



Morton College
0524.pdf



Morton College
0525.pdf



Invoice

Invoice	S-C001047900
Date	8/10/2023
Customer ID	8042
Total	\$14,256.00
Installment	Payment 1 of 4
Description	0525
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 --Achieve --ATI Enhanced or Remote Proctoring --ATI Plan Student Orientation --Civility Modules --Critical Thinking Entrance/Exit exams --Custom Assessment Builder --Dosage & Calc Tutorial --Engage Adult Medical Surgical RN --Engage Community & Public Health RN --Engage Fundamentals RN --Engage Mental Health RN --Learning System Adaptive --Multi Pay Option --Next Gen Questions Overview --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 EHR Tutor --RN NCLEX Experience --RN Review Modules --Rounding Error Discrepancy --Self Assessment Inventory --Setup Fee --Skills Modules	33	\$432.00	\$14,256.00

Please reference your quote or contract for a full list of products and/or services included in your bundle.

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

Remittance Only Address for Check Payments
 Assessment Technologies Institute, LLC
 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

Phone: (800) 667-7531 Fax: (913) 685-2381

EIN: 32-0222868 | GST#: 802290502 RT0001

For questions or invoice copies: aticredit@ascendlearning.com



Invoice

Invoice	S-C001047900
Date	8/10/2023
Customer ID	8042
Total	\$14,256.00
Installment	Payment 1 of 4
Description	0525
Page	2/2

Purchase Order No.	Customer ID	Shipping Method	Payment Terms
LAUREN CARUSO	8042	FEDEX GROUND	Net 30
Product	Quantity	Price	Ext. Price
--Video Case Studies			
--Virtual-ATI			
Tax Group Summary			
Digital Goods		\$222.75	
Education Services		\$1,361.25	
Online Solutions		\$12,672.00	

Subtotal	\$14,256.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$14,256.00

Please reference your quote or contract for a full list of products and/or services included in your bundle.

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

Remittance Only Address for Check Payments
 Assessment Technologies Institute, LLC
 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

Phone: (800) 667-7531 Fax: (913) 685-2381

EIN: 32-0222868 | GST#: 802290502 RT0001

For questions or invoice copies: aticredit@ascendlearning.com

Invoice



Invoice	S-C001047936
Date	8/10/2023
Customer ID	8042
Total	\$12,896.00
Installment	Payment 3 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 --Achieve --ATI Enhanced or Remote Proctoring --ATI Plan Student Orientation --Civility Modules --Critical Thinking Entrance/Exit exams --Custom Assessment Builder --Dosage & Calc Tutorial --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 --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 --Setup Fee --Skills Modules --Video Case Studies	32	\$403.00	\$12,896.00

Please reference your quote or contract for a full list of products and/or services included in your bundle.

For ACH Payments
 Bank of America ph: (888)-715-1000
 Checking Account #4427152142
 Routing/ABA 11100012

Remittance Only Address for Check Payments
 Assessment Technologies Institute, LLC
 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

Phone: (800) 667-7531 Fax: (913) 685-2381

EIN: 32-0222868 | GST#: 802290502 RT0001

For questions or invoice copies: aticredit@ascendlearning.com

Invoice



Invoice	S-C001047936
Date	8/10/2023
Customer ID	8042
Total	\$12,896.00
Installment	Payment 3 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
--Virtual-ATI			
Tax Group Summary			
Digital Goods		\$216.00	
Education Services		\$1,400.00	
Online Solutions		\$11,280.00	

Subtotal	\$12,896.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$12,896.00

Please reference your quote or contract for a full list of products and/or services included in your bundle.

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

Remittance Only Address for Check Payments
 Assessment Technologies Institute, LLC
 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

Phone: (800) 667-7531 Fax: (913) 685-2381

EIN: 32-0222868 | GST#: 802290502 RT0001

For questions or invoice copies: aticredit@ascendlearning.com

PROPOSED ACTION:

Approval of the Independent Contract Agreement between Morton College and Jason Nichols as Head Women's Basketball Coach, effective July 1, 2023 to June 30, 2024.

RATIONALE:

To coach Morton College Women's Basketball Team.

COST ANALYSIS:

*Head Women's Basketball Coach: \$38,000.00
All Coach Stipend salaries will remain the same as 2022-2023 school year.*

ATTACHMENT:

PROPOSED ACTION:

Approval of the Morton College Baseball/Softball outfields proposal/quote by Sportsfields in the amount of \$49,050.00 as submitted.

RATIONALE:

To upgrade and improve the outfields and drainage for the Morton College Baseball/Softball Fields.

COST ANALYSIS:

\$49,050.00

Furnish material and perform the labor necessary for the completion of:

Install drain tile and overseed upon completion of the Baseball and Softball outfields.

ATTACHMENT:

*Sportsfields Proposal/Quote
Beacon Athletics Proposal/Quote
Midwest Field Solutions Proposal/Quote*



12200 S. Shirley • Alsip, IL 60803 • Phone: (708) 371-0917 • Fax: (708) 371-0108

July 7, 2023

Morton College

RE : Baseball/Softball Outfields, 2023

Sportsfields, Inc. submits this proposal for review. Sportsfields, Inc. scope of work includes all labor, equipment and materials to complete the following:

Softball Outfield:

1. Sportsfields, Inc. to install app. 400 LF of drain tile in left field. Drain tile will be 4” ADS with filter sock and backfilled with sand. Trench will be overseeded upon completion. Drain tile will drain into common area between the (2) dugouts.
2. Sportsfields, Inc. not responsible for any damage to underground utilities including but not limited to electrical and irrigation. Please have JULIE locate prior to starting project

COST.....\$24,525.00

Baseball Outfield:

1. Sportsfields, Inc. to install app. 550 LF of drain tile in warning track in center and right field (with 4, 15’ lines into low spots in grass). Drain tile will be 4” ADS with filter sock and backfilled with sand. Trench will be overseeded upon completion. Drain tile will drain into sewer in center field,
2. Sportsfields, Inc. to topdress low spots in deep center and right field and overseed,
3. Sportsfields, Inc. not responsible for any damage to underground utilities including but not limited to electrical and irrigation. Please have JULIE locate prior to starting project,

COST.....\$24,525.00

OPTIONAL

- A. Sportsfields, Inc. to remove existing infield mix from each baseline, import in pulverized topsoil and install sod.....COST \$9,800.00

Respectfully Submitted,

Jim Walsh



Beacon Athletics Install Proposal

- ❖ Rototill all existing turf with the existing outfield
 - ❖ Import in app 8 semis of pulverized topsoil to improve outfield for positive drainage
 - ❖ Final grade outfield
 - ❖ Apply pre-plant fertilizer
 - ❖ Install app. 27,000 SF of bluegrass sod,
 - ❖ Morton College responsible for all grow in duties including watering and mowing
-
- ❖ Cost \$40,250 per field



MORTON COLLEGE
ATHLETIC FIELD SITEWORK

MISSION

At Midwest Field Solutions, we build and revitalize athletic field infrastructure with an emphasis on safety, playability, and customized solutions to ensure a better foundation for your athlete's development.

CHRIS NIELSEN

Business Development



Proposal – Acceptance

June 20, 2023

Morton College
5501 W 32nd St
Cicero, IL 60804

We Propose the following:

Preparation of Baseball

**Pricing herein reflects all line-item acceptance*

Cost

**School staff responsible for watering*

**Irrigation heads to be marked out by school staff*

- 1. Outfield and out of play turf overhaul – Baseball Field - 79100 SqFt**
 - Till existing turf outfield and out of play areas
 - Add up to 300 tons pulverized topsoil
 - Regrade worked areas, amend soil as needed
 - Sod cut out foul territory edges of baselines to eliminate lip, regrade
 - Sod cut out around home plate area to eliminate lip, regrade
 - Sod cut out perimeter of clay skin approx. 5 ft. into outfield to eliminate lip, regrade, bring to correct dimensions
 - Upon establishing new grades, install Kentucky Blue big roll sod

\$197750.00

- 2. Full Infield Sod Regrade and perimeter lip removal - 7000 SqFt**
 - Till existing infield sod
 - Add up to 50 tons pulverized topsoil
 - Regrade worked areas, amend soil as needed
 - Upon establishing new grades, install Kentucky Blue big roll sod

\$17500.00

- 3. Clay Skin Repairs - 10300 SqFt**
 - Scarify existing clay skin
 - Install up to 75 tons of Quick Pitch infield mix
 - Re grade to allow water to shed off skin
 - Finish grade and condition with 3 pallets of Heritage Red Conditioner

\$18000.00

- 4. Warning Track Installation - 14000 Sq Ft**
 - Compact existing subgrade
 - Install Geotex Fabric
 - Install up to 125 tons Red Tread Warning Tracks mix

\$31250.00

- 5. Irrigation Installation**
 - During basework, install 10-15 zone system for baseball
 - Layout to efficiently cover turf areas
 - Utilize Hunter i-40 and i-20 sprinkler heads and 1” poly line

\$150000.00

- 6. Baseball Field Alignment**
 - Establish correct homeplate, pitching rubber and base anchor dimensions
 - Add baseplugs to base anchors

\$1000.00



7. Pitching Mound and Homeplate Repairs

**Mound built to NCAA specifications*

- Scarify existing areas
- Build up mound to spec. with mound brick and bagged mound clay
- Install Bricks and Bagged mound clay in batter's and catchers areas
- Compact and finish grade

\$7500.00

8. Home Plate Halo with Wings – 5 foot width

- Sod cut around batter's circle
- Excavate up to 8 inches and compact
- Install Grade 8 stone at a depth of up to 4 inches and compact
- Form and prep for concrete
- Install concrete at up to a 4 inch depth
- Install custom turf halo adhering to concrete

\$24750.00

9. Install Baseball Home Plates, Pitching Rubbers, Catcher's Mats and Plugs

- Home Plate: Schutt Hollywood MLB Style Home Plates Bullpens (4)
- Pitching Rubber: Schutt Dual Stanchion Pitcher's Rubber System Bullpens (4)
- Base Plugs: Schutt Mushroom Anchor Plug
- Remove and Replace Fence Topper and add additional where needed

\$15500.00

10. Install New Foul Poles with Wings - Baseball (1 set)

- 30' Tall above finish grade
- 18"W x 32'L Wing
- 6" Steel Poles
- Includes 48" Ground Sleeve with Cap
- Powder Coated Yellow
- Engineer stamped and sealed drawings and calculations

\$25500.00

11. Baseball Bullpen Repairs - (2 Home and 2 Away)

- Scarify existing areas
- Construct pitching mounds with mound brick and bagged mound clay
- Build and slope mound to NCAA specification
- Installation of new pitching rubbers and home plates in bullpens

\$18500.00

Total **\$507250.00**



Preparation of Softball

**Pricing herein reflects all line-item acceptance*

Cost

**School staff responsible for watering*

**Irrigation heads to be marked out by school staff*

- | | |
|--|---------------------------|
| <p>12. Outfield and out of play turf overhaul – Softball Field – 25000 SqFt</p> <ul style="list-style-type: none"> ○ Till existing turf outfield and out of play areas ○ Add up to 150 tons pulverized topsoil ○ Regrade worked areas, amend soil as needed ○ Sod cut out foul territory edges of baselines to eliminate lip, regrade ○ Sod cut out around home plate area to eliminate lip, regrade ○ Upon establishing new grades, install Kentucky Blue big roll sod | <p>\$62500.00</p> |
| <p>13. Clay Skin Repairs - 7500 SqFt</p> <ul style="list-style-type: none"> ○ Scarify existing clay skin ○ Install up to 50 tons of Quick Pitch infield mix ○ Re grade to allow water to shed off skin ○ Finish grade and condition with 2 pallets of Heritage Red Conditioner | <p>\$12000.00</p> |
| <p>14. Pitching Area and Homeplate Repairs</p> <p><i>*Built to NCAA specifications</i></p> <ul style="list-style-type: none"> ○ Scarify existing areas ○ Install Bricks and Bagged mound clay in pitcher’s area ○ Install Bricks and Bagged mound clay in batter’s and catchers areas ○ Compact and finish grade | <p>\$5500.00</p> |
| <p>15. Warning Track Installation - 5500 Sq Ft</p> <ul style="list-style-type: none"> ○ Compact existing subgrade ○ Install Geotex Fabric ○ Install up to 50 tons of Red Tread warning track mix | <p>\$12500.00</p> |
| <p>16. Softball Field Alignment</p> <p><i>*New anchors can be added for an additional expense at baseball</i></p> <ul style="list-style-type: none"> ○ Establish correct homeplate, pitching rubber and base anchor dimensions ○ Add baseplugs to base anchors | <p>\$1000.00</p> |
| <p>17. Irrigation Installation</p> <ul style="list-style-type: none"> ○ During basework, install 8-12 zone system for softball ○ Layout to efficiently cover turf areas ○ Utilize rainbird i-40 and i-20 sprinkler heads and 1” poly line | <p>\$120000.00</p> |
| <p>18. Install New Foul Poles with Wings - Softball (1 set)</p> <ul style="list-style-type: none"> ○ 30’ Tall above finish grade ○ 18"W x 32'L Wing ○ 6" Aluminum Pole ○ Includes 48" Ground Sleeve with Cap ○ Powder Coated Orange ○ Engineer stamped and sealed drawings and calculations | <p>\$25500.00</p> |



19. Install Softball Home Plates, Pitching Rubbers, Catcher's Mats and Plugs

**Architect to mark all locations*

- Home Plate: Schutt Hollywood MLB Style Home Plates Bullpens (5)
- Pitching Rubber: Schutt Dual Stanchion Pitcher's Rubber System Bullpens (5)
- Base Plugs: Schutt Mushroom Anchor Plugs
- Set of 3 Base Anchors
- Official MLB Corbet Hollywood Bases 15'x15'x3'
- Remove and Replace Fence Topper and add additional where needed

\$17250.00

20. Home Plate Halo with Wings – 5 foot width

- Sod cut around batter's circle
- Excavate up to 8 inches and compact
- Install Grade 8 stone at a depth of up to 4 inches and compact
- Form and prep for concrete
- Install concrete at up to a 4 inch depth
- Install custom turf halo adhering to concrete

\$24750.00

21. Softball Bullpen Repairs - (2 Home and 2 Away)

- Scarify existing areas
- Construct pitching areas with mound brick and bagged mound clay
- Install bricks and bagged mound clay in batter's and catchers areas
- Installation of new pitching rubbers and home plates in bullpens

\$17500.00

Total

\$298500.00



This contract is for completing the job as described above.

This contract is valid for 30 days.

All work is to be completed weather permitting.

It is based on Midwest Field Solutions' (MFS') evaluation and does not include material increases or additional labor and materials which may be required, should unforeseen problems or adverse conditions arise after work has started, which includes any and all work stoppages/strikes.

All employees can be paid at prevailing wage.

Deposit required upon approval of contract before work will commence.

This contract is based on the assumption that the job site is built according to normal construction standards - in the event any unforeseen circumstances or conditions should exist, there may be delayed lead times and/or additional charges to complete work. Any accessibility restraints and/or material staging requirements may incur additional fuel and labor surcharges. This proposal reflects material and labor estimates at date of proposal.

Site meeting consultations must be schedule in advance.

MFS' production schedule is based upon signed contract agreements with required deposit in the order received. It is the customer's responsibility at the time of contract execution to ensure MFS' production lead times meet customer's project deadline expectations.

MFS is not liable for unavoidable dust/silt, noise, exhaust, fumes, vapor, and material staging associated with this project.

If it is necessary for MFS to work on/access a neighboring property, it is assumed customer has obtained permission and it has been granted.

If the city, village, or local municipality requires additional work that is not covered under our scope of work on the contract, customer understands there may be additional charges.

MFS reserves the right to cancel contract, restore jobsite, and refund deposit if unknown factors or conditions are discovered over course of installation.

This contract is based upon input from the customer, it is possible there may be additional issues on this jobsite that are not included in the scope of work quoted herein.

MFS will be allowed to reference this contract/jobsite, customer branding/logos, and have the ability to take photographs/video recordings in use for promotional purposes.


No action may be maintained against MFS for an amount greater than the amount paid to MFS under this agreement.

Contract is subject to the approval of the president of Midwest Field Solutions.

Customer will be billed upon completion with a due date within 10 business days.

Any payments past due 30 days subject to 5% interest in addition to collections cost and attorney fees.

Total	\$805750.00
Deposit	\$321500.00
Total	\$484250.00

By:	Chris Nielsen		Date:	06/20/2023
Accepted By:			Date:	

www.midwestfieldsolutions.com



PROPOSED ACTION:

THAT THE BOARD APPROVE BETH GILMARTIN, PTA FACULTY/PROGRAM CHAIR, TO ATTEND APTA ACADEMY OF CARDIOVASCULAR & PULMONARY PHYSICAL THERAPY 2023 FALL CONFERENCE, ATLANTA, GEORGIA FROM SEPTEMBER 30- OCTOBER 1ST, 2023.

RATIONALE:

(explanation of the conference purpose)

[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:

Conference Registration = \$200.00

Travel = \$316.69

Hotel Expense = \$328.00

Per Diem: \$160.00

Other = \$64.00

Total =\$1071.96

ATTACHMENT:

**COLLEGE BUSINESS LEAVE REQUEST FORM
OUT OF STATE TRAVEL REQUEST FORM**

ILLINOIS COMMUNITY COLLEGE BOARD
 FY 2023 Out of State Travel Request Form

DESCRIPTION	
COLLEGE	Morton College
CONTACT INFORMATION (Name, Title, Phone, Email)	Beth Gilmartin, PTA Faculty, Program Chair, Beth.gilmartin@morton.edu 708-659-8000 ext 2249
ATTENDEE NAME/TITLE	Beth Gilmartin/PTA PTA Faculty/Program Chair
AMOUNT REQUESTED	\$1071.96
REASON FOR TRAVEL Include the conference/event title, dates, and location.	APTA Academy of Cardiovascular & Pulmonary Physical Therapy 2023 Fall Conference Saturday, September 30 & Sunday, October 1, 2023, at Emory University in Atlanta Georgia.
CONFERENCE/EVENT DESCRIPTION The description provided should be extremely specific and detailed.	<p>Saturday, September 30 Breakfast 7:00 AM First Session 8:00- 10:00 AM 1. Education Are you leaving outpatients out? Facilitating the application of cardiopulmonary curriculum to outpatient practice. 2. Cardiac Oncology Cardio-Oncology: A new practice area for the cardiopulmonary physical therapist. Break 10:00 - 10:30 AM Second Session 10:30 - 12:30 PM 3. Education Use of Innovative Methods for Cardiovascular and Pulmonary Education in DPT Programs 4. Cardiac Rehab Cardiac Rehabilitation Across the Lifespan Lunch 12:30 PM *Cardiovascular Diagnostic Ultrasound 1-2pm *Cardiovascular Diagnostic Ultrasound 1-2pm 2.5 Session 2:00 – 2:30 PM “Speed Specialists” All participants “Speed Specialists” All participants Third Session 2:30 - 4:30 PM 5. Heart Failure Updates in heart failure management and current practice in acute care physical therapy 6. CVP Resident Presentations</p> <p>Sunday, October 1 Breakfast 7:00 AM First Session 8:00- 10:00 AM 7. MCS- ECMO Rehabilitating the ECMO Patient: Practical Considerations for Interventions and Mobility Progression 8. Peds Improving Milestones Step by Step: Rehabilitation Strategies for Hospitalized Children with Congenital Heart Defects Break 10:00 - 10:30 AM Second Session 10:30 - 12:30 PM 9. Pulm Rehab New Models of Pulmonary Rehab: Efficacy and Reimbursement 10. Pulm Hypertension Keep Calm When the Pressure Is On (Or Up): Clinical Approaches to Pulmonary Hypertension Lunch 12:30 PM *Pulmonary Diagnostic Ultrasound 1-2pm *Pulmonary Diagnostic Ultrasound 1-2pm 2.5 Session 2:00 – 2:30 PM “What does Leadership mean to you?” All Participants “What does Leadership mean to you?” All Participants Third Session 2:30 - 4:30 PM 11. How to Write a Case Study for CCS Application and for MOSC 12. MCS Competency and Orientation to Temporary MCS Devices</p> <p>link to website</p>
EXPECTED OUTCOME What information or experience will be gained? Will information be shared upon return?	New updated information and trends regarding cardiopulmonary care. The information will be utilized to improve the PTA program, integrate new information into curriculum. Information will be shared with faculty, staff, and students.

ILLINOIS COMMUNITY COLLEGE BOARD
 FY 2023 Out of State Travel Request Form

TRAVEL REFERENCE IN PERKINS PLAN If not referenced, identify where this would appropriately fit. Complete a budget modification if necessary.	
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BUDGET		
BUDGET CATEGORY	AMOUNT	DESCRIPTION
TRAVEL	\$319.96	\$316.96 Air fare: MDW to/from ATL
CONFERENCE RATE/ EVENT FEE	\$200.00	Conference cost
LODGING	\$328.00	2 night stay at Emory Conference Center Hotel
PER DIEM	\$160.00	1 st /Last Day of Travel (\$48.00 x 2) + Total M&IE (\$64.00x1) = \$160
OTHER	\$64.00	Uber to and from ATL to Emory Conference Center Hotel (approximately: \$32.00 each way)
TOTAL		

ILLINOIS COMMUNITY COLLEGE BOARD
FY 2023 Out of State Travel Request Form

	\$1071.96	
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BUDGET MODIFICATIONS: Grantees are allowed to make modifications up to ten percent (10%) or \$1,000 (whichever is higher) of any specific line, prior to seeking approval. **Modifications that are greater than ten percent (10%) or \$1,000 (whichever is higher) of any specific line OR require a major change in scope, require the submission of a budget modification request.** *All requests regarding budget modifications should be submitted to: cte@iccb.state.il.us.*

By submitting this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the terms and conditions of the applicable Federal or State award or program participation agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (2 C.F.R. 200.415)

Federal Travel Regulations

Travel costs must adhere to the following Education Department General Administrative Regulations (EDGAR) regulations:

§200.474 Travel costs

(a) General. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of §200.444 General costs of government, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

(b) Lodging and subsistence. Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that:

ILLINOIS COMMUNITY COLLEGE BOARD
FY 2023 Out of State Travel Request Form

- (1) Participation of the individual is necessary to the Federal award; and
- (2) The costs are reasonable and consistent with non-Federal entity's established travel policy.
- (c)(1) Temporary dependent care costs (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences is allowable provided that:
 - (i) The costs are a direct result of the individual's travel for the Federal award;
 - (ii) The costs are consistent with the non-Federal entity's documented travel policy for all entity travel; and
 - (iii) Are only temporary during the travel period.
- (2) Travel costs for dependents are unallowable, except for travel of duration of six months or more with prior approval of the Federal awarding agency. See also §200.432 Conferences.
- (d) In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).
- (e) Commercial air travel. (1) Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:
 - (i) Require circuitous routing;
 - (ii) Require travel during unreasonable hours;
 - (iii) Excessively prolong travel;
 - (iv) Result in additional costs that would offset the transportation savings; or
 - (v) Offer accommodations not reasonably adequate for the traveler's medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.
- (2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-Federal entity's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.
- (f) Air travel by other than commercial carrier. Costs of travel by non-Federal entity-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section, is unallowable.



College Business Leave Request

Request Submission Date: _____

Requestor Name: _____

Requestor Email: _____ Department: _____

Event Start Date: _____ Event End Date: _____ Leave Days Requested: _____

Event Name _____

Event Purpose/Description:

Event Location:

Event Cost - Total: _____

Event Costs - Detail:

Brochure/Flyer/Description attached? Yes No

Additional Information:



College Business Leave Request

For Approval Use Only:

Supervisor

Submission Received Date: _____

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approved: Yes: No:

Approver Signature: _____

Vice President/Provost

Submission Received Date: _____

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approved: Yes: No:

Approver Signature: _____

President

Submission Received Date: : _____

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approved: Yes: No:

Approver Signature: _____



College Business Leave Request

Request Submission Date: _____

Requestor Name: _____

Requestor Email: _____ Department: _____

Event Start Date: _____ Event End Date: _____ Leave Days Requested: _____

Event Name: _____

Event Purpose/Description:

Event Location: _____

Event Cost: _____ Event Cost Detail: _____

Brochure/Flyer/Description attached? Yes No

Additional Information:



College Business Leave Request

For Approval Use Only:

Supervisor

Submission Received Date: _____

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approver Decision: Yes No Good Standing: Yes No Budgeted: Yes No

Approver Signature: _____ Date: _____

Vice President/Provost

Submission Received Date: 08/09/23

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approver Decision: Yes No

Approver Signature: Keith McLaughlin Date: _____

President

Submission Received Date: 08/09/23

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approver Decision: Yes No

Approver Signature: Keith McLaughlin Date: _____

PROPOSED ACTION:

THAT THE BOARD APPROVE \$3597.87 FOR LAUREN CARUSO TO ATTEND OADN 2023 NURSING CONFERENCE IN SAN DIEGO FOR NOVEMBER 15TH THROUGH NOVEMBER 19TH 2023

RATIONALE:

This convention, hosted by the Organization for Associate Degree Nursing (OADN), is the only national meeting offering critically important continuing education for community college nursing deans, directors, and faculty. There is no other comparable continuing education opportunity specifically designed for community college nursing faculty. As the largest health profession, nursing is uniquely positioned to leverage a collective strength to advocate for and contribute to the work that positively impact students, faculty, programs, and communities.

[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:

Hotel \$1628.87
Transportation \$350
Registration \$695
Food \$400
Air flight \$524
Total \$3597.87

ATTACHMENT:

COLLEGE BUSINESS LEAVE REQUEST ATTACHED



College Business Leave Request

Request Submission Date: _____

Requestor Name: _____

Requestor Email: _____ Department: _____

Event Start Date: _____ Event End Date: _____ Leave Days Requested: _____

Event Name: _____

Event Purpose/Description:

Event Location: _____

Event Cost: _____ Event Cost Detail: _____

Brochure/Flyer/Description attached? Yes No

Additional Information:



College Business Leave Request

For Approval Use Only:

Supervisor

Submission Received Date: _____

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approver Decision: Yes No Good Standing: Yes No Budgeted: Yes No

Approver Signature: _____ Date: _____

Vice President/Provost

Submission Received Date: 08/09/23

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approver Decision: Yes No

Approver Signature: Keith McLaughlin Date: _____

President

Submission Received Date: 08/09/23

Approver Name: _____

Approver Title: _____

Approver Email: _____

Approver Decision: Yes No

Approver Signature: Keith McLaughlin Date: _____

PROPOSED ACTION:

Board approval for Women's Volleyball at Morton College out of state travel to Tampa, Florida from September 6, 2023 through September 10, 2023.

RATIONALE:

As required by the National Junior College Athletic Association (NJCAA) to allow our women to compete against the players and teams in the Country. This trip also allows the women 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:

*Airline Flights: \$3,600.00
Vehicle Rentals: \$1,150.00
Lodging: \$6,600.00
Meals: \$ 3,200.00
Tournament Fee: \$400.00*

Total: \$ 14,950.00

Fundraising: Each Athletic Team will be required to fundraise 50% of the total cost.

ATTACHMENT:

None

PROPOSED ACTION:

Board approval for Women's Softball at Morton College out of state travel to Grand Rapids, Michigan from September 22, 2023 through September 23, 2023.

RATIONALE:

As required by the National Junior College Athletic Association (NJCAA) to allow our women to compete against the players and teams in the Country. This trip also allows the women 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: \$1,500.00

Meals: \$ 600.00

Tournament Fee: \$300.00

Total: \$ 2,400.00

ATTACHMENT:

None

PROPOSED ACTION:

Board approval for Women's Softball at Morton College out of state travel to St. Mary of the Woods, Indiana from September 16, 2023 through September 17, 2023.

RATIONALE:

As required by the National Junior College Athletic Association (NJCAA) to allow our women to compete against the players and teams in the Country. This trip also allows the women 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: \$2,000.00

Meals: \$ 600.00

Total: \$ 2,600.00

ATTACHMENT:

None

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES SHANNON MARTINO AND KAROLIS ZUKAUSKAS FOR OUT-OF-COUNTRY TRAVEL FOR THE ILLINOIS CONSORTIUM FOR INTERNATIONAL STUDIES AND PROGRAMS (ICISP) 2024 TWO-WEEK INTERNATIONAL EXCHANGE PROGRAM IN THE NETHERLANDS FROM MAY 18TH – JUNE 1ST, 2024

RATIONALE: MORTON COLLEGE IS COMMITTED TO HELPING STUDENTS PARTICIPATE IN THE ILLINOIS CONSORTIUM OF INTERNATIONAL STUDIES AND PROGRAMS (ICISP) STUDY-ABROAD OPPORTUNITIES IN AUSTRIA, CHINA, COSTA RICA, FINLAND, FRANCE, IRELAND, NETHERLANDS, AND THE UNITED KINGDOM. IT IS ALSO COMMITTED TO GLOBALIZING THE CAMPUS IN ORDER TO PREPARE STUDENTS FOR SUCCESS IN A GLOBAL ECONOMY. MORTON COLLEGE PROVIDES PROFESSIONAL DEVELOPMENT OPPORTUNITIES FOR OUR FACULTY TO ENGAGE IN INTERCULTURAL UNDERSTANDING AND GAIN INSIGHT IN GLOBAL CITIZENSHIP AND TRANSFORMATIVE LEARNING.

COST ANALYSIS: \$1,325.00 PER PARTICIPANT (COVERS FLIGHTS AND A \$125 ADMINISTRATIVE FEE



at Heartland Community College
1500 W. Raab Rd.
Normal, IL 61761
Phone: (309) - 268 - 8664
Fax: (309) - 268 - 7981

www.icisp.org

Katherine Schuster, Ph.D., President
Oakton Community College

Jody Littleton, Vice President
Parkland College

Sue Kerby, Membership Secretary
College of DuPage

Gavin Lee, ICISP/Host Institution Liaison
Heartland Community College

May 17, 2023

Dear ICISP Two Week Exchange Program Applicant,

We are pleased to inform you that you have been selected to participate in the 2023-2024 Two Week International Professional Exchange Program sponsored by the Illinois Consortium for International Studies and Programs (ICISP).

The application and/or supplemental profile sheet for your exchange partner is attached and we recommend that you write or email your partner as soon as possible. Past participants in this program have suggested it is very helpful to send photos, describing yourself, your college, your professional interests and your family, and connect through Facebook, Skype, or other technical/social media if possible.

These short-term exchanges have been most successful when both parties communicate clearly about their interests and the goals they would like to accomplish during the visits. Having this information far in advance will allow you and your exchange partner to plan well for your visits. **Please note: It is the responsibility of each individual participant to book all flights to and from the exchange destination. You will receive updated information by February 1, 2024 about the status of ICISP participants' travel for the exchanges, and about booking flights. You should wait and book your flight after receiving this information. Purchasing trip cancellation insurance when you book your flights is strongly encouraged.**

Just to remind you, the exchanges are scheduled to take place according to the following timetable:

Finland and Netherlands Partners visit the U.S.: October 14-29, 2023

U.S. Partners visit Finland and the Netherlands: May 18-June 1, 2024

If you are not able to host and/or to travel during the designated dates of the program listed above, your opportunity to remain in the program may be forfeited, subject to a decision by the ICISP Executive Board.

It is mandatory for all ICISP participants to complete a virtual orientation session prior to the exchange start dates. The orientation session will be held in Zoom format starting at 11:00 a.m. on August 25, 2023, and will last about one hour. Details for joining the meeting will be sent at a later date.

Other documents attached with this letter include the Program Overview, and the Participant Acceptance/Participant Release form (fillable pdf) for you to sign (digital signature may be used) and return to karen.huber@heartland.edu by no later than July 28, 2023.

If you have any questions related to your exchange, please contact the Finland Exchange Program committee chair, Paul Edleman, paul.edleman@svcc.edu, or the Netherlands Program committee chair, Sangeeta Kumar, skumar@ssc.edu.

Best regards,

Karen Huber
ICISP Program Assistant

Cc: Paul Edleman, ICISP Exchange Program Committee Chair for Finland
Sangeeta Kumar, ICISP Exchange Program Committee Chair for the Netherlands
Katherine Schuster, ICISP President
ICISP Representative

Attachments

PROPOSED ACTION:

THAT THE BOARD APPROVE A RENEWED RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE DISTRICT 527 AND ATI HOLDINGS, LLC, ATHLETIC AND THERAPEUTIC INSTITUTION OF NAPERVILLE, LLC.

RATIONALE:

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

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

Resolution
Affiliation Agreement

CLINICAL AFFILIATION AGREEMENT

BETWEEN

Morton College

AND

ATI Holdings, LLC, Athletic and Therapeutic Institute of Naperville, LLC

THIS CLINICAL AFFILIATION AGREEMENT (“Agreement”) is made as of August 8, 2023, by and between ATI Holdings, LLC, Athletic & Therapeutic Institute of Naperville, LLC and all of their affiliates, parents, subsidiaries, predecessors and successors (collectively, "**ATI**") and Morton College, Illinois Community College District 527 ("**College**"). (For convenience, ATI and the College may hereinafter sometimes be referred to individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, ATI recognizes the need for physical therapist assistants, and desires to aid in the educational development of the College’s physical therapist assistant students ("**Students**") and is willing to make its employees and premises available for such purposes; and

WHEREAS, this Agreement is designed to provide Students with on-site supervised clinical educational experiences through ATI for academic credit at the College; and

WHEREAS, ATI has more than one location, and this Agreement shall encompass on-site supervised clinical educational experiences conducted at all ATI locations; and

WHEREAS, ATI wishes to assist the College in developing and implementing the clinical education experience for the Students; and

WHEREAS, the College has a program of study leading to a physical therapy assistant ("**PTA**") degree; and

WHEREAS, clinical education and experience is a required and integral component of the PTA curriculum; and

WHEREAS, it is to the mutual benefit of the Parties to provide clinical experience for Students; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, ATI and the College agree as follows:

I. Compliance Regulations

1. The College agrees, and assures ATI, that all students will have received the Hepatitis B vaccination series prior to arrival at ATI and will sign a validation form stating such, or a waiver form, if they have declined the vaccine.

2. The College agrees that all students will be instructed in the OSHA Blood Borne Pathogens Standard through the College and will sign a validation form stating such.
3. The College agrees that all students will have current CPR certification prior to arrival at ATI and will sign a validation form stating such.
4. The College will ensure that students have medical screenings, tests, and treatments as required by regulatory agencies, federal or state laws, and OSHA regulations. The College shall provide evidence that all students assigned have been tested and screened for Hepatitis B and Tuberculosis, and demonstrate immunity to such vaccine preventable diseases as Measles/Mumps/Rubella, Varicella and Pertussis.
5. The College will educate and train students on health care confidentiality laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and provide, upon request, confirmation of such training.

II. Responsibilities of the College

The College and its representatives:

1. Are aware of ATI's need to maintain its standard of service and its relationship within the community.
2. Shall be responsible for curriculum planning, admission, administration, matriculation requirements, and College appointments and promotions as required by the accrediting agency for its physical therapy assistant program.
3. Will be responsible for final evaluation of Student academic performance.
4. Will coordinate Student placements at ATI with the designated clinical liaison and will provide to ATI, prior to the beginning of the clinical education experience, the following:
 - a) the names of Students to be placed with ATI four to six weeks prior to the beginning of each clinical educational experience at ATI;
 - b) the beginning and ending dates of the Student's clinical educational experience at ATI;
 - c) learning objectives for the clinical educational experience;
 - d) the grade level of Students (*e.g.*, year one, year two, year three);
 - e) Students' contact information (*e.g.*, phone number and email address); and
 - f) leverage process outlined by ATI to submit details.
5. Will designate a person or persons to coordinate the clinical experience(s) of the Student(s) for each clinical course.
6. Will designate a qualified person to whom all communication from ATI may be sent and will provide for a regular exchange of information between the College and ATI through either on-site visits arranged at a mutually convenient time, or written, electronic or telephonic communications.
7. Will advise its Students that they will be subject to ATI's policies, procedures, clinical protocols, rules and regulations while participating in the clinical educational experience at ATI's facilities.
8. Will advise the Students of their individual responsibility to provide their own transportation to and from the ATI.
9. Will instruct Students that they are responsible for the costs of parking, housing and uniforms, if applicable, while at ATI.
10. Will refer to ATI only those Students who have satisfactorily completed the academic prerequisites for clinical experience.
11. Will enforce with participating Students all of the College's and ATI's applicable policies.
12. Will establish a procedure for notifying ATI if a Student is unable for any reason to report for clinical training.

13. Will provide, or require from the Student if prohibited by law, written evidence of professional liability insurance coverage from individual students participating in the clinical experience. The minimum amount of coverage per individual shall be \$1,000,000 per incident and \$3,000,000 in aggregate. The coverage shall extend through the term of the Student's participation.
14. Will not permit Students to bring patient information learned or utilized during their clinical studies back into classroom studies without obtaining advance patient permission.
15. Will inform each Student submitted for placement at ATI that ATI will require the each Student have in force a health insurance policy(ies) of a scope and with limits satisfactory to ATI. The College will inform each student of the importance of maintaining in force such a policy to defray the cost of hospital and medical care that might be sustained during the period of placement at ATI. The College will also inform each Student of the potential monetary liability the Student might incur as a result of failure to maintain sufficient coverage.
16. Understand that nothing in this Agreement prevents: (a) ATI from honoring any patient/client's request to not be a teaching patient/client; or (b) any member of ATI from designating any patient/client a non-teaching patient/client.

III. Responsibilities of ATI

1. Will determine the number of students it may accept, if any, assigned to a particular ATI facility for the clinical education experiences for each of the courses for which ATI serves as a clinical education site.
2. Will enforce all applicable policies of ATI and The College, if applicable, to the Student(s) enrolled.
3. Will immediately remove from the premises and the program, any Student who poses an immediate safety threat or danger.
4. Will designate personnel to collaborate with the College in planning for the use of clinical facilities and provision of appropriate learning opportunities in accord with objectives for the clinical experience.
5. Will engage in the regular exchange of information between the College and ATI through either on-site visits arranged at a mutually convenient time, written, electronic or telephonic communications.
6. Will provide written evaluative input about Student performance upon request and as appropriate to the placement, and in accord with procedure and process agreed upon between ATI and the College.
7. Will designate a suitable liaison person to work with the College and the Students, or, in the absence of such person, will designate a suitable alternate person to be available for such purposes.
8. Will orient the Students to rules, policies, regulations and procedures of ATI which Students will be expected to adhere to prior to the start of the Student's clinical educational experience at ATI.
9. Will reserve the right to request that the College withdraw from clinical experience any Student whose health or performance is detrimental to patient well-being or to the operation of ATI.
10. Will provide the College with information regarding the availability of first aid and emergency care for students while on clinical assignment on the property of ATI.
11. Will not have students perform any of the duties normally performed by an employee of ATI except such duties as are a part of their training and are performed by the students under the direct supervision of an ATI employee who is a licensed physical therapist.

12. Will plan and administer all aspects of client patient care and clinical services at its facilities. ATI shall have sole responsibility for the rendering of high quality client/patient care and clinical services and shall have final responsibility, authority and supervision over all aspects of client/patient care and clinical services. The College's Students shall at all times abide by such supervision.
13. Will assign Students space and essential office equipment and supplies by ATI within the ATI setting.
14. Will provide emergency medical treatment to Students, if needed, for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
15. To the extent ATI generates or maintains educational records related to a participating Student, ATI agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") to the same extent as such laws and regulations apply to the College and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the College hereby designates ATI as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the College's records is required by ATI to carry out the clinical program.
16. Upon request, ATI will provide proof to the College that it maintains liability insurance in an amount that is commercially reasonable.

IV. Responsibilities of the Student

The College understands that Students placed at ATI have the obligation to maintain professionalism at all times. As such, the College agrees to inform participating Students of the following obligations and further agrees that a Student's failure to abide by these obligations shall constitute cause for such Student's removal from the clinical experience.

1. The Student shall be responsible for demonstrating professional behavior appropriate to the environment of the ATI facility, including adherence to all applicable laws and company policies, including but not limited to, HIPAA, confidentiality, OSHA and maintaining high standards of patient care.
2. Students participating in the clinical experience are trainees who have no expectation of receiving compensation or future employment from ATI or the College.
3. Students shall follow all of ATI's policies, including but not limited to, adherence to its dress code.

V. Indemnification

ATI agrees to defend, indemnify, and hold harmless the College and its officers, directors, agents, faculty members, employees, and Students from any and all loss and liability, including claims, demands, costs, damages, attorneys fees, and expenses of any nature whatsoever, for personnel injury, death or damage to property arising out of or claimed to arise out of or in any way be connected with any negligent acts or omissions of ATI or any of its officers, directors, agents, and employees, including the negligent supervision of Students, pursuant to this Agreement, and such indemnification will survive cancellation, termination or expiration of this Agreement.

The College agrees to defend, indemnify and hold harmless ATI and its officers, directors, agents and employees from any and all loss and liability including claims, demands, costs, damages, attorney fees and expenses of any nature whatsoever, for personal injury, death or damage to

property arising out of or claimed to arise out of or in any way be connected with any negligent acts or omissions of the College or any of its officers, directors, agents, faculty members, employees and Students pursuant to this Agreement, and such indemnification will survive the cancellation, termination or expiration of this Agreement.

VI. Term and Termination

1. Term

The term of this Agreement shall commence on the date of the last signature below and, subject to the Parties' termination of rights herein, continue for five (5) years ("**Term**").

2. Termination

Either Party may terminate this Agreement immediately upon written notice to the other Party for a material breach of the provisions of this Agreement. Either Party may terminate this Agreement without cause and for any reason upon thirty (30) days' written notice to the other Party. In the event of termination, the Parties shall cooperate and use their reasonable best efforts to let any Students complete their clinical experience already in progress.

VII. Miscellaneous Terms

1. Neither Party shall have any obligation to monetarily compensate the other Party to this Agreement. It being acknowledged and agreed that the program provided hereunder is mutually beneficial to both Parties. The Parties will cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to both Parties.
2. This Agreement is intended solely for the mutual benefit of the Parties thereto and there is no intention expressed or otherwise to create any rights or interest for any party or person other than ATI and the College. Without limiting the generality of the foregoing, no rights are intended to be created for any patient, Student, parent or guardian of any Student, employer or prospective employer of any Student.
3. This Agreement does not create any agency, partnership, joint venture, employment or independent contractor relationship between the Parties.
4. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4 (a)(7), 60-250.5 and/or 60-300.5, 60-741.5, EO 13496 and 29 C.F.R. part 471, Appendix A to Subpart A, if applicable.
5. To the extent required by federal law, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("**HIPAA**"), and any current and future regulations promulgated there under, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "**HIPAA Requirements.**" The Parties agree not to use or further disclose any Protected Health Information or Individuality Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.
6. Neither the College nor ATI will discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender, gender identity, national origin, race, sex, sexual orientation, physical or psychological/mental disability or any other status protected by law.

7. The Parties may gain access to certain information that is either confidential or proprietary in nature and unauthorized disclosure of which could cause irreparable damage to either Party. The Parties therefore agree that all such information is confidential and will be held in strict confidence and will not be used or disclosed in any manner unless required by law. The Parties further agree that the disclosure or threatened disclosure of such information would cause irreparable damage to the non-disclosing Party, and that the remedies at law for any such disclosure or threatened disclosure would be inadequate, and therefore, the non-disclosing Party shall be entitled to institute and prosecute proceedings in any court of competent jurisdiction in Cook County, Illinois, for specific performance and/or injunctive relief to prevent further damage or harm from the disclosure or any damage or harm from a threatened disclosure.
8. Each Party represents that neither it nor any of its employees or agents is excluded as a provider under Medicare or Medicaid, or under any other federal or state health care program.
9. Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Workers' Compensation or other obligation for payment of benefits may arise, this Agreement neither enhances nor diminishes such obligation.

VIII. Amendment

No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by authorized representatives of both Parties.

IX. Notices

Any and all notices required to be given under this Agreement shall be in writing, and will be deemed to have been duly given when delivered personally, when deposited in the United States mail, First Class, return receipt, postage prepaid, or when sent via nationally recognized overnight carrier addressed to the Party to whom it is to be given at the address set forth below, or at such other or additional address as the other Party may designate by notice to the other:

If to ATI:

Attn: General Counsel
790 Remington Blvd.
Bolingbrook IL 60440

If to College:

Morton College
Attn.: PTA Program Director
3801 S. Central Ave.
Cicero. IL 60804

With a copy to:

Del Galdo Law Group, LLC
Attn.: School Law Group
1441 S. Harlem Ave,
Berwyn, IL 60402

X. Choice of Law

This Agreement shall be deemed to be made under the laws of the State of Illinois and for all purposes shall be construed in accordance with the laws of the State of Illinois, without regard to choice of law principals.

XI. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Parties and all prior discussions, agreements and understandings between the Parties, whether oral or in writing, are hereby merged into this Agreement. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

XII. Headings

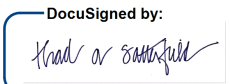
The headings contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

XIII. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute on and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective corporate names by duly authorized agents, all on the day and year first set forth above.

ATI Holdings, LLC, Athletic and Therapeutic Institute of Naperville, LLC

Thad A. Satterfield:  _____
30467AD14777477...

Vice President, Talent Management

DATE: 8/10/2023 _____

Morton College

NAME: _____

TITLE: _____

DATE: _____

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
ATI HOLDINGS, LLC, ATHLETIC & THERAPEUTIC INSTITUTE
OF NAPERVILLE, LLC AND ALL OF THEIR AFFILIATES, PARENTS,
SUBSIDIARIES, PREDECESSORS AND SUCCESSORS**

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

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

WHEREAS, Morton has a program of study leading to a physical therapy assistant degree (the “Program”); and

WHEREAS, the Program has a clinical educational experience component; and

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

WHEREAS, ATI Holdings, LLC, Athletic & Therapeutic Institute of Naperville, LLC and all of their affiliates, parents, subsidiaries, predecessors and successors (collectively, “ATI”) has available facilities able to provide a clinical educational experience; and

WHEREAS, Morton desires to enter into the Affiliation Agreement with ATI (“Agreement”), a copy of which is attached hereto and incorporated herein as **Exhibit A**, to provide Morton with a site for the purpose of providing its students a clinical educational experience; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter

into the Agreement with ATI.

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 ATI, 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 23rd day of August, 2023.

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

Attest:

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

EXHIBIT A

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND FYZICAL THERAPY AND BALANCE CENTERS (“FACILITY”).

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
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT NO. 527
AND
FYZICAL THERAPY AND BALANCE CENTERS**

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, Fyzical Therapy and Balance Centers (“Fyzical”) may be a unit of local government and a public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Physical Therapist Assistants (“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, Fyzical is a an Illinois corporation that operates a physical therapy and balance facility in Lockport, Illinois that is suitable for providing students a clinical setting to

satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with Fyzical to provide Morton students a clinical setting to satisfy the clinical component of the Program (and said Agreement is attached hereto as **Exhibit A** and is hereinafter referred to as the “Agreement”); and

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

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement attached hereto as **Exhibit A** to allow its students to do required clinical work with Fyzical.

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

Section 1. Incorporation of Preambles.

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

Section 2. Purpose.

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

Section 3. Authorization.

The Board hereby authorizes and directs the President or his designee to enter into and

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

Section 4. Headings.

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

Section 5. Severability.

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

Section 6. Superseder.

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

Section 7. Effective Date.

This Resolution shall be effective and in full force _____, 2023.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this _____ day of _____ 2023.

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

Attest:

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

EXHIBIT A

Standard Clinical Affiliation Agreement

PHYSICAL THERAPIST ASSISTANT PROGRAM

(Revised March 2023)

This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.

AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
FYZICAL THERAPY AND BALANCE CENTERS

THIS AFFILIATION AGREEMENT (the "Agreement") is entered into this 1st day of July, by and between **Fyzical Therapy and Balance Centers** ("Facility") and Morton Community College District No. 527 ("School"). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS, the School desires to utilize various Facility sites (**Exhibit A**) that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (see **Exhibit B** for a list of programs and **Exhibit C** for program-specific requirements) for students of the School; and

WHEREAS, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in **Exhibit B** in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the Parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken

by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

6. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that each student has met all requirements of CPR certification, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
7. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility policy.
8. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the Facility.
 - (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
 - (c) Provide his/her own transportation and living arrangements.
 - (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (e) Conform to the standards and practices established by the School while at the Facility.
 - (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
 - (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the Parties, abide by the conditions and requirements stated in **Exhibit D** through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
 - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on July 1st, 2023 and terminate on June 30th, 2028 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the Parties in **Exhibit C** to this agreement.
3. **Indemnification.** Each Party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The Parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the Party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either Party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

9519 N. Milwaukee
Niles, IL 60714

With a Copy to:

If to the School:

Office of the President
Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
Facsimile: (708) 656-0719

and to:

Morton College PTA Program
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: PTA Program Director
Program Director
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
Telephone: 708-656-7000
Facsimile: 708-656-7001

or to such other addresses as the parties may specify in writing from time to time.

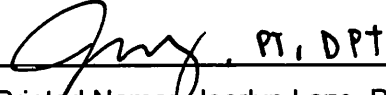
12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

FYZICAL THERAPY AND BALANCE CENTERS

MORTON COLLEGE:



 Printed Name: Joerlyn Lazo, PT, DPT.
 Title: Student Development Coordinator
 Date: 8-7-23

 Printed Name: Stanley Fields
 Title: President
 Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Arlington Heights 1970 N Arlington Heights Rd. Arlington Heights, IL 60004

Bridgeview 10270 S Harlem Ave. Bridgeview, IL 60455

Buffalo Grove 1567 Deerfield Pkwy. Buffalo Grove, IL 60089

Garfield Ridge 6921 W Archer Ave. Chicago, IL 60638

Harvard 109 W Front St. Harvard, IL 60033

Hoffman Estates 2500 W Higgins Rd. Suite 370, Hoffman Estates, IL 60169

Irving Park 2949 W Irving Park Rd. Chicago, IL 60618

Jefferson Park 5214 N Milwaukee Ave. Chicago, IL 60630

Lincoln Park 2555 N Clark St. Chicago, IL 60614

Midway (Merging with Garfield Ridge 3/1/23) 5764 S Archer Ave. Chicago, IL 60638

Mt. Prospect 905 E Rand Rd. Suite 100, Mt. Prospect, IL 60056

Naperville 1240 Iroquois Ave. Suite 400, Naperville, IL 60563

Niles 9519 N Milwaukee Ave. Niles, IL 60714

Oak Brook 1725 W 22nd St. Unit G, Oak Brook, IL 60523

Oak Lawn 9735 Southwest Hwy. Oak Lawn, IL 60453

Old Town 155 W North Ave. Chicago, IL 60610

Schaumburg 885 S Roselle Rd. Schaumburg, IL 60193

Wheaton 1751 S Naperville Rd. Suite 107, Wheaton, IL 60189

*Any site associated with Physical Therapy and Balance Centers

EXHIBIT B

LIST OF PROGRAMS:

Physical Therapist Assistant Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Fyzical Therapy and Balance
Centers
School: Morton College
Program: Physical Therapy Assistant

Facility Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.		x
2. Verification that student/s have met the requirements for the MMR vaccination with proof of titer.		x
3. A criminal background check with acceptable results as indicated by the facility:		x
4. A 10-panel drug screening with negative results.		x
5. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.		x
6. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.		x
7. Verification that the student/s have an annual TB screening with a QuantiFERON test.		x
8. Verification that the student/s have a flu shot for the current flu season.		x
9. Verification that students have an annual Physical Examination		x
10. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination: State and site dependent		x
11. Additional insurance coverage If yes, type of insurance and coverage required:		x
12. Other: Interview required	x	

School Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Copy of relevant facility policies (paragraph B.8)	x	
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	x	
3. Other		

EXHIBIT D

Confidentiality of Protected Health Information

1. Definitions

The following definitions apply only to this Exhibit.

- a. **Business Associate.** "Business Associate" shall mean Morton College ("The School").
- b. **Facility.** "Facility" shall mean Fyzical Therapy and Balance Centers("Facility").
- c. **Individual.** "Individual" shall refer to a patient and have all the same meaning as the term "individual" in *45 CFR §164.501* and shall include a person who qualifies as a personal representative in accordance with *45 CFR §164.502(g)*.
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at *45 CFR Part 160 and Part 164, Subparts A and E*.
- e. **Protected Health Information.** Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in *45 CFR §164.501*, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in *45 CFR §164.501*.
- g. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. **Capital Terms.** All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

- a. The Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- b. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Agreement.
- d. The Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.
 - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
 - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
 - a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
 - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
 - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility.** The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination**
 - a. **Term.** The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

- b. **Termination for Cause.** Upon the Facility's knowledge of what it believes to be a material breach of this Attachment by the Business Associate, the Facility shall either:
- (i) Provide an opportunity for the Business Associate to cure the alleged breach or end the alleged violation and terminate the Agreement if the Business Associate does not cure the alleged breach or end the violation within the time specified by and to the satisfaction of the Facility;
 - (ii) Immediately terminate the Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Facility, or created or received by the Business Associate on behalf of the Facility. If the Business Associate destroys all or some of the PHI, the Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction.. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate
- d. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the Business Associate and the Facility, that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND PHYSIOHEALTH PLLC.

RATIONALE:

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

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT
RESOLUTION

Standard Clinical Affiliation Agreement

PHYSICAL THERAPIST ASSISTANT PROGRAM

(Revised March 2023)

This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.

AFFILIATION AGREEMENT

BETWEEN
MORTON COLLEGE
AND
PhysioHealth PLLC

THIS AFFILIATION AGREEMENT (the “**Agreement**”) is entered into this 1st day of September, 2023 by and between **PhysioHealth PLLC** (“**Facility**”) and Morton Community College District No. 527 (“**School**”). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.)

WHEREAS, the School desires to utilize various Facility sites (**Exhibit A**) that may be available for the purpose of providing practical learning and clinical experiences (“**Clinical Program**”) (see **Exhibit B** for a list of programs and **Exhibit C** for program-specific requirements) for students of the School; and

WHEREAS, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in **Exhibit B** in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the Parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken

by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

6. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that each student has met all requirements of CPR certification, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
7. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility policy.
8. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the Facility.
 - (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
 - (c) Provide his/her own transportation and living arrangements.
 - (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (e) Conform to the standards and practices established by the School while at the Facility.
 - (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
 - (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, *20 USC 1232 (g)*, otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate (“Business Associate”), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the Parties, abide by the conditions and requirements stated in **Exhibit D** through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students’ clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
 - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility’s premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on September 1st, 2023 and terminate on August 31st, 2028 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the Parties in **Exhibit C** to this agreement.
3. **Indemnification.** Each Party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The Parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the Party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either Party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Victor Lance Leong
Physio Health Pllc
336 W. 24th Place
Chicago, IL 60616

With a Copy to:

If to the School:

Office of the President
Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
Facsimile: (708) 656-0719

and to:

Morton College PTA Program
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: PTA Program Director
Program Director
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
Telephone: 708-656-7000
Facsimile: 708-656-7001

or to such other addresses as the parties may specify in writing from time to time.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

PhysioHealth PLLC



Printed Name: Victor Lance Leong

Title: Co-Owner

Date: 02/10/2023

MORTON COLLEGE:

Printed Name: Keith McLaughlin

Title: President

Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Hyde Park

1301 E 47th Street
Building 2
Chicago , IL 60615

South Loop

2600 South Michigan Ave,
#305
Chicago, IL 60616

EXHIBIT B

LIST OF PROGRAMS:

Physical Therapist Assistant Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: [Name]
 School: Morton College
 Program: Physical Therapy Assistant

Facility Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Verification that student/s have met the requirements for the MMR vaccination with proof of titer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. A criminal background check with acceptable results as indicated by the facility:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. A 10-panel drug screening with negative results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Verification that the student/s have an annual TB screening with a QuantiFERON test.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Verification that the student/s have a flu shot for the current flu season.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Verification that students have an annual Physical Examination	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination: State and site dependent	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Additional insurance coverage If yes, type of insurance and coverage required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

School Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Copy of relevant facility policies (paragraph B.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Other	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT D

Confidentiality of Protected Health Information

1. Definitions

The following definitions apply only to this Exhibit.

- a. **Business Associate.** "Business Associate" shall mean Morton College ("The School").
- b. **Facility.** "Facility" shall mean **PhysioHealth PLLC** ("Facility").
- c. **Individual.** "Individual" shall refer to a patient and have all the same meaning as the term "individual" in *45 CFR §164.501* and shall include a person who qualifies as a personal representative in accordance with *45 CFR §164.502(g)*.
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at *45 CFR Part 160 and Part 164, Subparts A and E*.
- e. **Protected Health Information.** Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in *45 CFR §164.501*, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in *45 CFR §164.501*.
- g. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. **Capital Terms.** All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

- a. The Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- b. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Agreement.
- d. The Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to *45 CFR §164.526* at the request of the Facility or an Individual, and in the mutually agreed time and manner.
 - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
 - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
 - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
- a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with *45 CFR §164.520*, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
 - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
 - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with *45 CFR §164.522*, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility.** The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination**
- a. **Term.** The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

- b. **Termination for Cause.** Upon the Facility's knowledge of what it believes to be a material breach of this Attachment by the Business Associate, the Facility shall either:
- (i) Provide an opportunity for the Business Associate to cure the alleged breach or end the alleged violation and terminate the Agreement if the Business Associate does not cure the alleged breach or end the violation within the time specified by and to the satisfaction of the Facility;
 - (ii) Immediately terminate the Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Facility, or created or received by the Business Associate on behalf of the Facility. If the Business Associate destroys all or some of the PHI, the Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction.. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate
- d. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the Business Associate and the Facility, that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
PHYSIOHEALTH PLLC**

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

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

WHEREAS, Morton has a program of study leading to a physical therapy assistant degree (the “Program”); and

WHEREAS, the Program has a clinical educational experience component; and

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

WHEREAS, PhysioHealth PLLC (“PhysioHealth”) has an available facility able to provide a clinical educational experience; and

WHEREAS, Morton desires to enter into the Affiliation Agreement with PhysioHealth (“Agreement”), a copy of which is attached hereto and incorporated herein as **Exhibit A**, to provide Morton with a site for the purpose of providing its students a clinical educational experience; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement with PhysioHealth.

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 PhysioHealth, 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 23rd day of August 2023.

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

Attest:

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

EXHIBIT A

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND POWERBACK REHABILITATION, LLC.

RATIONALE:

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

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT
RESOLUTION

STUDENT AFFILIATION AGREEMENT

This Student Affiliation Agreement (“**Agreement**”) is made this 1st day of July 2023, by and between Powerback Rehabilitation, LLC, d/b/a Powerback Rehabilitation, a Pennsylvania limited liability company (“**Contractor**”), and the Board of Trustees of Morton Community College, Illinois Community College District No. 527 (“**School**”) This Agreement shall commence on the 1st day of July, 2023 (“**Effective Date**”). (For convenience, the Contractor and School shall sometime hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”)

RECITALS

WHEREAS, School is licensed and/or approved by the appropriate governing body to provide the following Clinical Training Programs (check all that apply) (“**Program**”);

- Physical Therapist Assistant (PTA)
- Occupational Therapy Assistant (OTA)
- Physical Therapist (PT)
- Occupational Therapist (OT)
- Speech Language Pathologist (SLP)
- Other: _____

WHEREAS, School desires the cooperation of Contractor in implementing a field education program for the Program’s students (“**Students**”);

WHEREAS, Contractor employs or otherwise contracts with occupational therapists, physical therapists, occupational therapy assistants, physical therapist assistants, and speech language pathologists who are qualified to provide teaching and clinical supervision (“**Therapists**”) to Students in the Program;

WHEREAS, School and Contractor wish to work together in implementing the Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, School and Contractor enter into this Agreement on the terms and conditions set forth below.

AGREEMENT

1. SCHOOL RIGHTS AND RESPONSIBILITIES

1.1 To assume and retain full responsibility for the planning and execution of the educational objectives for the Program and to implement the Program pursuant to these objectives. School shall be responsible for the compliance with any applicable laws, statutes, rules, or regulations presently in force or at any time in the future enacted or promulgated and to assume responsibility to assure continued compliance with the education standards established by the American Physical Therapy Association, American Occupational Therapy Association and American Speech and Hearing Association.

1.2 To assign Students to Program who meet the School’s requirements and qualifications to participate in the Program.

1.3 To appoint a School faculty member as program director (“**Program Director**”) to

administer the School's responsibilities related to the Program and to oversee Students' field experience.

1.4 To establish and maintain ongoing communication with the "Field Supervisor", as defined below, regarding the Program.

1.5 To notify the Field Supervisor, at a time mutually agreed upon, of School's planned schedule of Students' assignments, including the names of Students, level of academic preparation, and length and dates of the internship experiences.

1.6 To confirm that Students obtain and maintain adequate health insurance coverage during the time that Students participate in the Program and to provide evidence of such coverage to Contractor, at Contractor's request.

1.7 If applicable, to provide to Students participating in the Program training regarding exposure to blood borne pathogens.

1.8 To ensure that all Students participating in the Program will have and maintain professional liability insurance coverage in the amounts set forth below.

1.9 To direct Students to comply with the existing pertinent rules and regulations of the Contractor and all reasonable directions given by Therapists and qualified Contractor personnel.

1.10 To assume responsibility for providing grades to Students in connection with the Program.

1.11 To inform Contractor in the event that a Student withdraws from the Program or otherwise is unable to complete the Program.

1.12 To ensure that all Students have all health and background clearances as per federal, state or facility requirements.

1.13 To reimburse Contractor for any loss, damage, or breakage of any equipment by Students or School faculty member in those circumstances where Contractor personnel would be held responsible for such loss, damage or breakage.

2. CONTRACTOR RIGHTS AND RESPONSIBILITIES

2.1 To cooperate with School in establishing and implementing the Program.

2.2 To provide a qualified Therapist to act as the field supervisor ("**Field Supervisor**") for each Student participating in the Program. The selection of Field Supervisor will be mutually agreed upon by School and Contractor prior to the commencement of each internship. Field Supervisor will be responsible for the supervision of Students at all times while Students are at the Program. Field Supervisor's responsibilities include the following:

- Orient the Student to the Program;
- Monitor Student's attendance and meet with Student at regular intervals;
- Submit a final evaluation report of the Student's activities; and
- Any other responsibilities mutually agreed upon by the Parties.

In the event Field Supervisor subsequently becomes unacceptable to School and School so notifies Contractor in writing, Contractor will replace such individual with another Field Supervisor mutually agreed upon by School and Contractor.

2.3 To provide Therapists who will arrange for field experiences in accordance with the mutually agreed upon goals and objectives of the Program. On-site visits will be arranged when feasible and/or upon request by the School. Contractor shall advise the School of any changes in its Therapists' operation or policies that may materially affect Students' field experiences or the Program.

2.4 To ensure that all Therapists who provide services for the Program under the terms of this Agreement are licensed therapists or assistants in their field who are competent and duly qualified to provide teaching and clinical supervision services to Students participating in the Program. Upon request, the names and qualifications of all Therapists and assistants who will be providing services for the Program under this Agreement shall be provided to the School in writing.

2.5 To ensure that Therapists provide Students with duties commensurate with Students' skills and experience.

2.6 To comply with all federal, state, and local laws and ordinances concerning human subject research if Students participate in a research program as part of a research team.

2.7 Contractor shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232(g) and Buckley Amendment thereto ("FERPA"), and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's Students who participate in the Program.

3. GENERAL PROVISIONS

3.1 Non-discrimination. The Parties shall make no distinction among, or discriminate in any way against, Students covered by this Agreement on the basis of race, color, sex, creed, age, religion, disability, national origin, or any other legally protected category.

3.2 Coordination of Program. The Parties shall use best efforts to establish the educational objectives for the Program, devise methods for its implementation and continually evaluate to determine the effectiveness of the field experience.

3.3 Compensation. There shall be no monetary consideration paid to either Party, it being acknowledged that the Program provided hereunder is mutually beneficial. The Parties shall cooperate in administering the Program in a manner which will tend to maximize the mutual benefits provided to the School and the Contractor.

3.4 Students Not Employees. The Parties hereto agree that the Students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, the Students are not to be considered employees or agents of the School or the Contractor for any purpose, including Workers' Compensation or employee benefit programs.

3.5 Insurance. Each Party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, professional liability insurance and comprehensive general liability insurance. The comprehensive general liability insurance shall have a minimum coverage of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. The professional liability insurance shall carry single limit coverage of not less than one million dollars

(\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. In the event such coverage is provided under a “claims made” policy, such coverage shall remain in effect (or the covered Party shall procure equivalent “tail coverage”) for a period of not less than five (5) years following termination of this Agreement. Upon written request, either Party hereto shall provide the other Party with a certificate evidencing such coverages.

3.6 Stipulation as to Liability; Indemnification. Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damages occasioned by an act, omission, or neglect chargeable to the other Party. Where Workers’ Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation. Both Parties to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorneys’ fees and costs, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors or any failure of such Party to act in performance of its duties and obligations under this Agreement. The indemnification provisions of this Paragraph 3.6 of the Agreement shall survive the cancellation, termination, or expiration of this Agreement.

3.7 Term. This Agreement shall be effective for a period of one (1) year beginning on the Effective Date, unless earlier terminated in accordance with Paragraph 3.8 of this Agreement.

3.8 Termination. This Agreement may be terminated by either Party, with or without cause, upon thirty (30) calendar days’ written notice to the other Party, provided that all Students currently enrolled in the Program at the time of notice of termination shall be given the opportunity to complete the Program with the cooperation of all Parties hereto.

3.9 No Agency. The Parties acknowledge that each is an independent contractor to the other, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the Parties, and neither Party shall so hold itself out. Neither Party hereto shall have the right to obligate or bind the other in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons other than the Student’s participating in the Program.

3.10 Assignment. Neither Party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the School and Contractor.

3.11 Governing Law; Venue. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Illinois, regardless of choice of law principles. Any cause of action arising out of this Agreement shall be brought exclusively in either the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

3.12 Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

3.13 Notice Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered or sent via email or facsimile transmittal, nationally recognized overnight mail service or Registered or Certified United States Mail, return receipt requested, postage prepaid, to the following addresses:

Contractor Address:

Powerback Rehabilitation
101 East State Street
Kennett Square, Pennsylvania 19348
Attn: Business Development
Email: BusDev@powerbackrehab.com

School Address:

Morton College
3801 South Central Avenue
Cicero, Illinois 60804
Attn: Cara Bonick
Telephone: 708.656.8000
Email: cara.bonick@morton.edu

With copy to:

Powerback Rehabilitation
101 East State Street
Kennett Square, Pennsylvania 19348
Attn: Law Department
Facsimile: 484-813-6665
Email: lawdepartment@genesishcc.com

With copy to:

Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
Attn.: School Law Counsel

Notices mailed shall be deemed communicated as of the earlier of the date the notice is received by the Party or three (3) days after the date of mailing.

3.14 Authority to Sign; Counterparts. The Parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein. The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

3.15 No Third-Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a Party to this Agreement, other than the Students participating in the Program.

3.16 No Waiver. Any failure of a Party to enforce that Party's rights under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any provisions contained herein.

3.17 Entire Agreement; Modification. This Agreement fully supersedes any and all prior verbal or written agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both Parties hereto subsequent to the execution of this Agreement.

3.18 Patient Privacy. The Parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Both Parties agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 ("Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 164 ("Federal Security Regulations"). Both Parties will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's protected health information which was previously disclosed to that Party under this Agreement. Nothing in this Section shall require any Party to waive the attorney-client, accountant-client, or any other applicable legal privilege.

3.19 Excluded Providers. Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.

3.20. Captions For Reference Only. The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized agents effective on the day and year first set forth above.

SCHOOL:

By: _____ Date: _____
Dr. Keith McLaughlin, Ph.D
Acting President

CONTRACTOR:

By: _____ Date: _____
Carl Shrom
Chief Executive Officer

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
POWERBACK REHABILITATION, LLC
D/B/A POWERBACK REHABILITATION**

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

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

WHEREAS, Morton has a program of study leading to a physical therapy assistant degree (the “Program”); and

WHEREAS, the Program has a clinical educational experience component; and

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

WHEREAS, Powerback Rehabilitation, LLC. d/b/a Powerback Rehabilitation (“Powerback”) has available facilities able to provide a clinical educational experience; and

WHEREAS, Morton desires to enter into the Affiliation Agreement with Powerback (“Agreement”), a copy of which is attached hereto and incorporated herein as **Exhibit A**, to provide Morton with a site for the purpose of providing its students a clinical educational experience; and

WHEREAS, based on the foregoing, the Board of Trustees of Community College District No. 527 (the “Board”) has determined that it is in the best interests of Morton to enter into the Agreement with Powerback.

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 Powerback, 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 23rd day of August 2023.

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

Attest:

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

EXHIBIT A

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND MIDWEST ORTHOPEDICS AT RUSH.

RATIONALE:

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

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT
RESOLUTION

Standard Clinical Affiliation Agreement

PHYSICAL THERAPIST ASSISTANT PROGRAM

(Revised March 2023)

This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.

AFFILIATION AGREEMENT

BETWEEN
MORTON COLLEGE
AND

Midwest Orthopedics at Rush

THIS AFFILIATION AGREEMENT (the "Agreement") is entered into this 1st day of September, by and between **Midwest Orthopedics at Rush** ("Facility") and Morton Community College District No. 527 ("School"). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) for students of the School; and

WHEREAS, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the Parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken

by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

6. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that each student has met all requirements of CPR certification, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
7. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility policy.
8. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the Facility.
 - (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
 - (c) Provide his/her own transportation and living arrangements.
 - (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (e) Conform to the standards and practices established by the School while at the Facility.
 - (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
 - (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, *20 USC 1232 (g)*, otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the Parties, abide by the conditions and requirements stated in **Exhibit D** through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
 - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on September 1st, 2023 and terminate on August, 31st, 2028 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the Parties in **Exhibit C** to this agreement.
3. **Indemnification.** Each Party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Faculty with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The Parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the Party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either Party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Midwest Orthopedics at Rush
2000 State Street
Suite F
Geneva, Illinois 60134

With a Copy to:

If to the School:

Office of the President
Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
Facsimile: (708) 656-0719

and to:

Morton College PTA Program
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: PTA Program Director
Program Director
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
Telephone: 708-656-7000
Facsimile: 708-656-7001

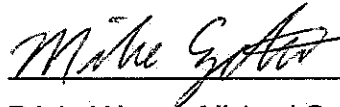
or to such other addresses as the parties may specify in writing from time to time.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

Midwest Orthopedic at Rush

MORTON COLLEGE:

 PT, DPT, SCLE

Printed Name: Michael Grzetic, PT, DPT

Title: Site Coordinator of Clinical Education

Date: 8/10/2023

Printed Name: Keith McLaughlin

Title: President

Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Centennial Village Physical Therapy (Munster, Ind.)

9601 Calumet Avenue
Munster, IN 46321
Phone: 708-492-5790

Chicago

1611 West Harrison Street
Chicago, IL 60612
Phone: 312-432-2513

Chicago – South Loop

833 S State Street
Chicago, IL 60605
Phone: (708) 492-5330

Geneva Physical Therapy

2000 W. State Street
Suite F
Geneva, IL 60134
Phone: 708-492-5720

Joliet

963 129th Infantry Drive
Joliet, IL 60435
Phone: 708-492-5928

Lincoln Park Physical Therapy

2540 N. Lincoln Ave
Chicago, IL 60614
Phone: 708-492-5782

Lockport Physical Therapy

17130 Prime Boulevard
Lockport, IL 60441
Phone: 708-492-5770

Munster

9200 Calumet Avenue
Suite 300
Munster, IN 46321
Phone: 708-492-5460

Naperville

55 Shuman Blvd
Suite 700
Naperville, IL 60563
Phone: 630-339-2270

Oak Brook

2011 York Road
Oak Brook, IL 60523
Phone: 708-492-5630

Oak Brook - LA Fitness

2030 York Road
Oak Brook, IL 60523
Phone: 708-492-5300

Orland Park Physical Therapy

18016 Wolf Road
Orland Park, IL 60467
Phone: 708-492-5710

Park Ridge Physical Therapy & Occupational Therapy

555 Busse Highway, Unit C-1
Village Green Shopping Center
Park Ridge, IL 60068
Phone: 708-492-5750

River Grove Physical Therapy

8319 W Grand Ave
River Grove, IL 60171
Phone: 708-492-5980

Westchester

2450 S. Wolf Road
Westchester, IL 60154
Phone: 708-273-8410

***Any site associated with Midwest Orthopedics at Rush**

EXHIBIT B

LIST OF PROGRAMS:

Physical Therapist Assistant Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Midwest Orthopedics at Rush
 School: Morton College
 Program: Physical Therapy Assistant

Facility Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.		x
2. Verification that student/s have met the requirements for the MMR vaccination with proof of titer.	x	
3. A criminal background check with acceptable results as indicated by the facility:		x
4. A 10-panel drug screening with negative results.		x
5. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.		x
6. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.	x	x
7. Verification that the student/s have an annual TB screening with a QuantiFERON test.		x
8. Verification that the student/s have a flu shot for the current flu season.		x
9. Verification that students have an annual Physical Examination		x
10. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination: State and site dependent	x	
11. Additional insurance coverage If yes, type of insurance and coverage required:		x
12. Other: current CPR certification, student must complete facility orientation including HIPAA training	x	

School Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Copy of relevant facility policies (paragraph B.8)	x	
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	x	
3. Other		

EXHIBIT D

Confidentiality of Protected Health Information

1. Definitions

The following definitions apply only to this Exhibit.

- a. **Business Associate.** "Business Associate" shall mean Morton College ("The School").
- b. **Facility.** "Facility" shall mean Midwest Orthopedics at Rush ("Facility").
- c. **Individual.** "Individual" shall refer to a patient and have all the same meaning as the term "individual" in *45 CFR §164.501* and shall include a person who qualifies as a personal representative in accordance with *45 CFR §164.502(g)*.
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at *45 CFR Part 160 and Part 164, Subparts A and E*.
- e. **Protected Health Information.** Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in *45 CFR §164.501*, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in *45 CFR §164.501*.
- g. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. **Capital Terms.** All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

- a. The Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- b. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Agreement.
- d. The Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to *45 CFR §164.526* at the request of the Facility or an Individual, and in the mutually agreed time and manner.
 - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
 - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
 - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
3. **Permitted Uses and Disclosures by Business Associate** . Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
- a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with *45 CFR §164.520*, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
 - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
 - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with *45 CFR §164.522*, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility**. The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination**
- a. **Term**. The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

- b. **Termination for Cause.** Upon the Facility's knowledge of what it believes to be a material breach of this Attachment by the Business Associate, the Facility shall either:
- (i) Provide an opportunity for the Business Associate to cure the alleged breach or end the alleged violation and terminate the Agreement if the Business Associate does not cure the alleged breach or end the violation within the time specified by and to the satisfaction of the Facility;
 - (ii) Immediately terminate the Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Facility, or created or received by the Business Associate on behalf of the Facility. If the Business Associate destroys all or some of the PHI, the Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction.. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate
- d. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the Business Associate and the Facility, that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

Standard Clinical Affiliation Agreement

**PHYSICAL THERAPIST ASSISTANT PROGRAM
(Revised March 2023)**

This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.

AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
Midwest Orthopedics at Rush

THIS AFFILIATION AGREEMENT (the "Agreement") is entered into this 1st day of September, by and between **Midwest Orthopedics at Rush** ("Facility") and Morton Community College District No. 527 ("School"). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences ("Clinical Program") (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) for students of the School; and

WHEREAS, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the Parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.** The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.** The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.** The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken

by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

6. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that each student has met all requirements of CPR certification, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
7. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility policy.
8. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the Facility.
 - (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
 - (c) Provide his/her own transportation and living arrangements.
 - (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (e) Conform to the standards and practices established by the School while at the Facility.
 - (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
 - (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, *20 USC 1232 (g)*, otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the Parties, abide by the conditions and requirements stated in **Exhibit D** through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
 - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in the Clinical Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for five (5) years, to commence on September 1st, 2023 and terminate on August, 31st, 2028 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students of the School who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions set forth herein.

E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the Parties in **Exhibit C** to this agreement.
3. **Indemnification.** Each Party to the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Faculty with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The Parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the Party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either Party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Midwest Orthopedics at Rush
2000 State Street
Suite F
Geneva, Illinois 60134

With a Copy to:

If to the School:

Office of the President
Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
Facsimile: (708) 656-0719

and to:

Morton College PTA Program
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: PTA Program Director
Program Director
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402
Telephone: 708-656-7000
Facsimile: 708-656-7001

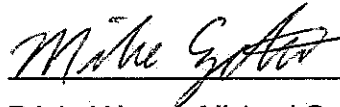
or to such other addresses as the parties may specify in writing from time to time.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

Midwest Orthopedic at Rush

MORTON COLLEGE:

 PT, DPT, SCLE

Printed Name: Michael Grzetic, PT, DPT

Title: Site Coordinator of Clinical Education

Date: 8/10/2023

Printed Name: Keith McLaughlin

Title: President

Date: _____

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Centennial Village Physical Therapy (Munster, Ind.)

9601 Calumet Avenue
Munster, IN 46321
Phone: 708-492-5790

Chicago

1611 West Harrison Street
Chicago, IL 60612
Phone: 312-432-2513

Chicago – South Loop

833 S State Street
Chicago, IL 60605
Phone: (708) 492-5330

Geneva Physical Therapy

2000 W. State Street
Suite F
Geneva, IL 60134
Phone: 708-492-5720

Joliet

963 129th Infantry Drive
Joliet, IL 60435
Phone: 708-492-5928

Lincoln Park Physical Therapy

2540 N. Lincoln Ave
Chicago, IL 60614
Phone: 708-492-5782

Lockport Physical Therapy

17130 Prime Boulevard
Lockport, IL 60441
Phone: 708-492-5770

Munster

9200 Calumet Avenue
Suite 300
Munster, IN 46321
Phone: 708-492-5460

Naperville

55 Shuman Blvd
Suite 700
Naperville, IL 60563
Phone: 630-339-2270

Oak Brook

2011 York Road
Oak Brook, IL 60523
Phone: 708-492-5630

Oak Brook - LA Fitness

2030 York Road
Oak Brook, IL 60523
Phone: 708-492-5300

Orland Park Physical Therapy

18016 Wolf Road
Orland Park, IL 60467
Phone: 708-492-5710

Park Ridge Physical Therapy & Occupational Therapy

555 Busse Highway, Unit C-1
Village Green Shopping Center
Park Ridge, IL 60068
Phone: 708-492-5750

River Grove Physical Therapy

8319 W Grand Ave
River Grove, IL 60171
Phone: 708-492-5980

Westchester

2450 S. Wolf Road
Westchester, IL 60154
Phone: 708-273-8410

***Any site associated with Midwest Orthopedics at Rush**

EXHIBIT B

LIST OF PROGRAMS:

Physical Therapist Assistant Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: Midwest Orthopedics at Rush
 School: Morton College
 Program: Physical Therapy Assistant

Facility Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.		x
2. Verification that student/s have met the requirements for the MMR vaccination with proof of titer.	x	
3. A criminal background check with acceptable results as indicated by the facility:		x
4. A 10-panel drug screening with negative results.		x
5. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.		x
6. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.	x	x
7. Verification that the student/s have an annual TB screening with a QuantiFERON test.		x
8. Verification that the student/s have a flu shot for the current flu season.		x
9. Verification that students have an annual Physical Examination		x
10. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination: State and site dependent	x	
11. Additional insurance coverage If yes, type of insurance and coverage required:		x
12. Other: current CPR certification, student must complete facility orientation including HIPAA training	x	

School Requires: Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Copy of relevant facility policies (paragraph B.8)	x	
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	x	
3. Other		

EXHIBIT D

Confidentiality of Protected Health Information

1. Definitions

The following definitions apply only to this Exhibit.

- a. **Business Associate.** "Business Associate" shall mean Morton College ("The School").
- b. **Facility.** "Facility" shall mean Midwest Orthopedics at Rush ("Facility").
- c. **Individual.** "Individual" shall refer to a patient and have all the same meaning as the term "individual" in *45 CFR §164.501* and shall include a person who qualifies as a personal representative in accordance with *45 CFR §164.502(g)*.
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at *45 CFR Part 160 and Part 164, Subparts A and E*.
- e. **Protected Health Information.** Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in *45 CFR §164.501*, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in *45 CFR §164.501*.
- g. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. **Capital Terms.** All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

- a. The Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- b. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Agreement.
- d. The Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to *45 CFR §164.526* at the request of the Facility or an Individual, and in the mutually agreed time and manner.
 - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
 - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
 - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with *45 CFR §164.528*.
3. **Permitted Uses and Disclosures by Business Associate** . Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
- a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with *45 CFR §164.520*, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
 - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
 - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with *45 CFR §164.522*, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility**. The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination**
- a. **Term**. The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

- b. **Termination for Cause.** Upon the Facility's knowledge of what it believes to be a material breach of this Attachment by the Business Associate, the Facility shall either:
- (i) Provide an opportunity for the Business Associate to cure the alleged breach or end the alleged violation and terminate the Agreement if the Business Associate does not cure the alleged breach or end the violation within the time specified by and to the satisfaction of the Facility;
 - (ii) Immediately terminate the Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Facility, or created or received by the Business Associate on behalf of the Facility. If the Business Associate destroys all or some of the PHI, the Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction.. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate
- d. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the Business Associate and the Facility, that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

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

PROPOSED ACTION: Approval of Paralegal Internship Agreements

RATIONALE: Students Completing the Paralegal Program must complete a substantive internship

COST ANALYSIS: \$0.00

ATTACHMENTS: Natkin and Associates, P.C.
Serrano Legal Solutions, LLC
Del Galdo Law Group
Venditti Law Group
Borjas Law Group, LLC

**SETTLEMENT AGREEMENT AND
WAIVER AND RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND WAIVER AND RELEASE OF ALL CLAIMS (hereinafter "Agreement") is made and entered into by and between MORTON COMMUNITY COLLEGE DISTRICT NO. 527 (hereinafter "College"), the METROPOLITAN ALLIANCE OF POLICE, MORTON COLLEGE POLICE, CHAPTER #654 (hereinafter "Union"), JAMES McFADDEN (hereinafter "McFadden"), and DOMINICK MAZZONE (hereinafter "Mazzone") on the dates indicated below. The College, Union, McFadden and Mazzone may hereinafter be collectively referred to as the "Parties."

WHEREAS, the Union represents all campus police officers employed by the College, and is their exclusive bargaining representative ("Bargaining Unit");

WHEREAS, McFadden and Mazzone were employed by the College as campus police officers assigned to the Police Department and were members of the Union's Bargaining Unit;

WHEREAS, the College implemented a mandatory retirement age policy for police officers on November 17, 2021. This change led to the layoff of McFadden and Mazzone on December 1, 2021 ("Position Elimination");

WHEREAS, the Union filed an unfair labor practice charge with the Illinois Educational Labor Relations Board ("IELRB") asserting that the College violated the Illinois Educational Labor Relations Act by laying off McFadden and Mazzone (Case No.

2022-CA-0075-C) (“the ULP Charge”). The IELRB has issued a complaint that is currently pending before it;

WHEREAS, the Union, McFadden and Mazzone have threatened other litigation against the College regarding their employment and layoff from the College;

WHEREAS, it is the express intention and desire of the Parties to compromise any and all claims and potential claims between them and to resolve the ULP Charge; and

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for such other good and valuable consideration, the sufficiency of which is acknowledged by and between the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.
2. Agreement by the College. In consideration and exchange for the covenants and promises made by McFadden, Mazzone and the Union herein, the College hereby agrees:
 - a. To give McFadden and Mazzone, within 30 calendar days of this Agreement being approved by the College’s Board, retroactive wages covering July 1, 2021, through June 30, 2023, that shall be calculated on the average number of hours that McFadden and Mazzone worked per week during calendar year 2021, less legally required deductions.

3. Agreements by McFadden and Mazzone. In consideration and exchange for the covenants and promises made by the College and Union herein, McFadden and Mazzone hereby agree:

- a. That they have no right or claim for any back pay, wages or renumeration of any kind from the College; and
- b. That they will agree to a complete waiver of all claims against the College, whether known or unknown as set forth below.

4. Agreement by the Union. In consideration and exchange for the covenants and promises made by the College, McFadden and Mazzone herein, the Union hereby agrees:

- a. The Union shall withdraw with prejudice the ULP Charge ten (10) calendar days after the College Board approves this Agreement;
- b. The Union promises and covenants that it shall not file a grievance under the CBA or file any other complaint or action, on behalf of itself or on behalf of McFadden and Mazzone, with any administrative agency (including the Illinois Educational Labor Relations Board), court, or tribunal in any way contesting, challenging, or otherwise interfering with the agreements, promises, rights, and/or obligations of McFadden, Mazzone and/or the College under this Agreement; and
- c. The Union shall have the right to take any action necessary to enforce the terms of this Agreement.

5. McFadden's and Mazzone's Waiver and Release of All Claims Against the Union.

- a. In exchange for the consideration stated herein, except as otherwise specifically provided for herein, McFadden and Mazzone expressly waive, release, settle, and forever discharge, to the fullest extent permitted by law, the Union, its officials, trustees, directors, agents, officers, representatives, attorneys, contractors, successors, or predecessors, together with their past or present officials, trustees, directors, agents, officers, representatives, attorneys, employees, contractors, and any other party in any way associated with the Union, for McFadden and Mazzone, their heirs, executors, personal representatives, and administrators, if any, from and against any and all claims and causes of action that may exist and could have been alleged as of the Effective Date of this Agreement, compensation (including, front pay and back pay), severance payments, actions, suits, judgments, injunctive relief, attorneys' fees and costs, liens, debts, penalties, damages, costs, expenses, obligations, losses, demands, and other liabilities and waives, releases and relinquishes any and all rights to administrative hearings, petitions, complaints, and causes of action, based in federal, state, or local law, based on contract, tort or any other legal theory, stemming from common or statutory authority, based in law or equity, whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or un-liquidated, which may arise out of or be in any way related to this Agreement. This Agreement shall be interpreted as broadly as possible under state and federal law.

- b. McFadden and Mazzone promise and covenant that they have not and will not file any complaint or action against the Union or its representatives with any administrative agency (including the Illinois Educational Labor Relations Board), court, or tribunal related to this Agreement, including any complaint or action alleging that the Union violated any duties owed to them related to this Agreement or their promises herein.
6. McFadden and Mazzone's Waiver and Release of All Claims Against the College.
 - a. By executing this Agreement, in consideration of and subject to the promises as set forth herein, McFadden and Mazzone do hereby release the College and its respective past and present members, officers, agents, servants, heirs, administrators, employees, insurers, successors, assigns and attorneys, and each and every one of them, with respect to any and all claims, controversies, agreements, promises, obligations, dues, demands, liens, accounts, accountings, covenants, duties, suits, bonds, sums of money, benefits, damages (including, without limitations, special, compensatory, indirect, and punitive damages), fees, attorney's fees, costs and expenses, actions or causes of action of every kind or nature including, but not limited to, suits and appeals involving breach of contract (except this Agreement), defamation and threatened causes of action for any and all claims, at law or in equity, whether arising under the Constitution of the United States, the Constitution of the State of Illinois, any and all state and federal statutes, laws and regulations, all claims, actions, or liability under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866 (42

USC 1981), the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 and as amended by the Older Workers Benefit Protection Act, including the Illinois Human Rights Act, all claims under the Illinois Educational Labor Relations Act, and any other claim regarding the employment of McFadden and Mazzone by the College.

- b. Nothing in the release as set forth in paragraph 6(a) shall constitute a release of McFadden's and Mazzone's claims or rights (if any) that may arise in the future on the basis on non-employment related grounds, rights (if any) that are prohibited by law from being released by this Agreement or their claims or rights (if any) to vested benefits under the Illinois Workers' Compensation Act or Occupational Diseases Act. The release further does not prevent McFadden and Mazzone from testifying, assisting or participating in any investigation, hearing or proceeding conducted by the Illinois Department of Human Rights ("IDHR"), the United States Equal Employment Opportunity Commission ("EEOC") or any other local agency investigating claims of discrimination. The release does fully contemplate, however, that should McFadden or Mazzone pursue a charge before either of these entities or in any Court of competent jurisdiction, or should the EEOC, IDHR, the United States Department of Justice or any other entity file a suit on either behalf based upon a violation of any law investigated by these entities and against the College or its agents for any cause of action arising prior to the institution of this Agreement, they expressly waive any rights to damages of any

kind, including back pay, costs, attorneys' fees or interest, and further waives their right to reinstatement as an employee of the College.

7. Confidentiality and Non-Disparagement. The Parties will maintain the confidentiality of this Agreement to the maximum extent permissible by law and refrain from making disparaging remarks regarding any other Party and its employees or agents. The Parties recognize and agree that this Agreement may be procured pursuant to a request pursuant to the Freedom of Information Act ("FOIA"), subpoena, or through discovery in any matter pending in a court of competent jurisdiction. The Parties agree that disclosure pursuant to any of these reasons as stated herein shall not be considered a violation of this paragraph. McFadden and Mazzone expressly agree that they will not discuss this Agreement with any persons other than their immediate family members (spouse, children, parents, siblings), tax specialists, and attorneys. McFadden and Mazzone further recognize that the College is required to approve this Agreement at a public meeting and that it is further required to describe the nature of the action being taken which will include their names being used for purposes of compliance with the Open Meetings Act, 5 ILCS 120/1 *et seq.* The parties further agree that this disclosure is not a violation of this paragraph.

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

9. College Board Approval. The Parties agree and understand that the terms of this Agreement must be approved by the College Board for it to be effective and enforceable.

If the Board does not approve the terms of this Agreement, then it shall be considered void *ab initio*.

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

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

12. Amendment. This Agreement may be amended only by a written document executed by all Parties or their respective representatives.

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

14. Non-admission/Non-Precedential. This Agreement shall not be construed as: (a) an admission by the Released Parties of any (i) liability or wrongdoing to the Union, McFadden or Mazzone, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. Moreover, this Agreement shall not constitute and shall not be used by any Party as a precedent for future cases involving any Party.

15. Right to Counsel. McFadden and Mazzone acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this section shall constitute written notice of the right to be advised by legal counsel. Additionally, McFadden and Mazzone acknowledge that they have been advised by competent legal counsel of their own choosing in connection with the negotiation, review, and execution of this Agreement and that they have had an opportunity to and did negotiate over the terms of this Agreement.

16. Execution. All persons executing this Agreement have the power and authority to bind the respective Party he represents. This Agreement may be signed in one or more counterparts which upon combination shall be considered one instrument for the purpose of recording and shall be binding on all Parties who sign, regardless of whether all Parties sign.

17. Each Party Responsible for Own Tax Payments. McFadden and Mazzone agree and acknowledges that they shall be solely responsible for the payment and satisfaction of all federal, state and local taxes attributable to any payments made to then by the College. McFadden and Mazzone further agree that any adverse determination by the Internal Revenue Service ("IRS"), the Illinois Department of Revenue ("IDR") or any other state or local taxing authority shall not alter or change the terms of this Agreement. McFadden and Mazzone further recognize and agree that should the IRS, IDR or any other state or local taxing authority determine that any portion of the foregoing payment should have been reported differently, or that the incorrect amount of taxes were paid, McFadden and Mazzone agree that they are solely responsible for any and all taxes, penalties and/or

interest assessed by the IRS, IDR or any other state or local taxing authority against themselves as a result of any payments made to McFadden and Mazzone.

18. Unemployment Compensation. The Parties agree and acknowledge that they shall abide by all determinations made by the Illinois Department of Employment Security (“IDES”) made with regards to this transaction and settlement and neither Party waives any rights to proceed before or challenge any proceedings and/or determinations of IDES. The Parties agree they have not sought or received any advice regarding IDES’s treatment of any payments made pursuant to this Agreement from the IDES, its agents and/or attorneys. The Parties further agree that any determination by IDES shall not alter or change the terms of this Agreement. McFadden and Mazzone further recognize and agrees that should IDES determine that any portion of the foregoing payment needs to be reported and/or reimbursement or recoupment is due, McFadden and Mazzone agree that they are solely responsible for any and all requirements and payments, penalties, and/or interest assessed by IDES against themselves as a result of the payments in this Agreement. The Parties expressly and explicitly acknowledge that they have no control over the IDES and that they will respond honestly to inquiries from IDES or its implementing agencies.

19. Pension. The College makes no promise, guaranty or representation as to the treatment of this Agreement or McFadden’s or Mazzone’s employment history by the State Universities Retirement System (“SURS”) or any other applicable retirement entity, including, but not limited to SURS service credit or SURS creditable earnings credit for sums paid. McFadden and Mazzone acknowledge that all creditable service, earnings

determinations, or other retirement issues are handled and issued solely by SURS or any other applicable retirement agencies and not by the College or its agents.

20. Payment of Attorneys' Fees, Costs and Expenses if Litigation Initiated. In the event that any Party initiates a lawsuit or otherwise makes a claim based on any matter duly waived or released by them under the terms of this Agreement, the initiating party agrees to pay all costs and expenses incurred by the party defending the lawsuit or claim, including attorneys' fees. The Parties agree that nothing in this Agreement shall be construed to limit, or otherwise hinder, the party's legal rights to seek such reimbursement.

21. Jurisdiction. This Agreement shall be deemed to be made, and the agreements herein expressed are to be performed in all respects in the State of Illinois, irrespective of the fact that any party has, is, or will later become a resident or domiciliary of another state. In the event of legal actions brought concerning the enforceability of this Agreement, the laws of the State of Illinois shall apply, and the parties' consent to the jurisdiction of the State of Illinois, and further consent to the proper venue in Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.

22. No Transfer or Assignment. The Parties expressly represent and promise that they have not and will not assign or transfer any claims, portion of claims, any rights to assert claims, or any monetary obligations and/or rights to any other individuals or entities outside of this Agreement.

23. Time to Consider Agreement and Right to Revoke. McFadden and Mazzone understand that they have been given twenty-one (21) days to consider the meaning and effect of this Agreement (the "Consideration Period") prior to signing this Agreement, or have waived this requirement, and agree that this Consideration Period has been reasonable and adequate. If McFadden or Mazzone waived the Consideration Period, McFadden and Mazzone acknowledge that such waiver was not induced by fraud, misrepresentation, or threat by the College to withdraw or alter the terms of this Agreement. McFadden and Mazzone have seven (7) calendar days from the day each sign this Agreement to revoke his acceptance of this Agreement (the "Revocation Period"). If McFadden or Mazzone wishes to revoke this Agreement, he must provide written notification to the College's President within the time period specified above.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement
on the dates indicated below.

JAMES MCFADDEN

ON BEHALF OF THE METROPOLITAN
ALLIANCE OF POLICE, MORTON
COLLEGE POLICE, CHAPTER #654

Ronald N. Cicinelli *R.C.*

James McFadden

MAP Authorized Representative
July 10, 2023

Date

Date

DOMINICK MAZZONE

Dominick Mazzone

Dominick Mazzone

12 July 2023

Date

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement
on the dates indicated below:


JAMES MCLADDEN



James McLadden

7/15/23
Date

ON BEHALF OF THE METROPOLITAN
ALLIANCE OF POLICE, MORTON
COLLEGE POLICE, CHAPTER #654

Ronald N. Cidrell 

MMP Authorized Representative
July 15, 2023

Date

DOMINICK MAZZONE

Dominick Mazzone

Date

* * *

MORTON COMMUNITY COLLEGE
DISTRICT NO. 527

ATTEST:

Board President

Board Secretary

Date

Date

**SETTLEMENT AGREEMENT AND
WAIVER AND RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND WAIVER AND RELEASE OF ALL CLAIMS (hereinafter "Agreement") is made and entered into by and between MORTON COMMUNITY COLLEGE DISTRICT NO. 527 (hereinafter "College"), the METROPOLITAN ALLIANCE OF POLICE, MORTON COLLEGE POLICE, CHAPTER #654 (hereinafter "Union"), and ARMANDO PEREZ (hereinafter "Perez") on the date indicated below. The College, Union and Perez may hereinafter be collectively referred to as the "Parties."

WHEREAS, the Union represents all campus police officers employed by the College, and is his exclusive bargaining representative ("Bargaining Unit");

WHEREAS, Perez was employed by the College as a campus police officer assigned to the Police Department and he was a member of the Union's Bargaining Unit;

WHEREAS, the College and Union negotiated a successor collective bargaining agreement recently that paid Bargaining Unit members retroactive pay from July 1, 2021, through June 30, 2023 ("Retroactive Pay");

WHEREAS, Perez retired from the College before the successor collective bargaining agreement was finalized, and, thus, he is technically not entitled to Retroactive Pay;

WHEREAS, the Parties desire to reward Perez for his years of service to the College and avoid any and all claims and potential claims between them; and

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for such other good and valuable consideration, the sufficiency of which is acknowledged by and between the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above shall be incorporated and made a part of the covenants of this Agreement.
2. Agreement by the College. In consideration and exchange for the covenants and promises made by Perez and the Union herein, the College hereby agrees:
 - a. To give Perez, within 30 calendar days of this Agreement being approved by the College's Board, retroactive wages covering July 1, 2021, through November 30, 2022, that shall be calculated on the average number of hours that Perez worked per week during calendar year 2022, less legally required deductions.
3. Agreements by Perez. In consideration and exchange for the covenants and promises made by the College and Union herein, Perez hereby agree:
 - a. That he has no right or claim for any back pay, wages or remuneration of any kind from the College; and
 - b. That he will agree to a complete waiver of all claims against the College, whether known or unknown as set forth below.
4. Agreement by the Union. In consideration and exchange for the covenants and promises made by the College and Perez herein, the Union hereby agrees:
 - a. The Union promises and covenants that it shall not file a grievance under the CBA or file any other complaint or action, on behalf of itself or on behalf of Perez, with any administrative agency (including the Illinois Educational Labor Relations Board), court, or tribunal in any way contesting, challenging, or otherwise interfering with the agreements, promises, rights, and/or obligations of Perez and/or the College under this Agreement; and
 - b. The Union shall have the right to take any action necessary to enforce the terms of this Agreement.
5. Perez's Waiver and Release of All Claims Against the Union.

- a. In exchange for the consideration stated herein, except as otherwise specifically provided for herein, Perez expressly waives, releases, settles, and forever discharges, to the fullest extent permitted by law, the Union, its officials, trustees, directors, agents, officers, representatives, attorneys, contractors, successors, or predecessors, together with its past or present officials, trustees, directors, agents, officers, representatives, attorneys, employees, contractors, and any other party in any way associated with the Union, for Perez, his heirs, executors, personal representatives, and administrators, if any, from and against any and all claims and causes of action that may exist and could have been alleged as of the Effective Date of this Agreement, compensation (including, front pay and back pay), severance payments, actions, suits, judgments, injunctive relief, attorneys' fees and costs, liens, debts, penalties, damages, costs, expenses, obligations, losses, demands, and other liabilities and waives, releases and relinquishes any and all rights to administrative hearings, petitions, complaints, and causes of action, based in federal, state, or local law, based on contract, tort or any other legal theory, stemming from common or statutory authority, based in law or equity, whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or un-liquidated, which may arise out of or be in any way related to this Agreement. This Agreement shall be interpreted as broadly as possible under state and federal law.
- b. Perez promises and covenants that he has not and will not file any complaint or action against the Union or its representatives with any administrative agency (including the Illinois Educational Labor Relations Board), court, or tribunal related to this Agreement, including any complaint or action alleging that the Union violated any duties owed to them related to this Agreement or his promises herein.
6. Perez's Waiver and Release of All Claims Against the College.
- a. By executing this Agreement, in consideration of and subject to the promises as set forth herein, Perez does hereby release the College and its respective past and present members, officers, agents, servants, heirs, administrators, employees, insurers, successors, assigns and attorneys, and each and every one of them, with respect to any and all claims, controversies, agreements, promises, obligations, dues, demands, liens, accounts, accountings, covenants, duties, suits, bonds, sums of money, benefits, damages (including, without limitations, special, compensatory, indirect, and punitive damages), fees, attorney's fees, costs and expenses, actions or causes of action of every kind or nature including, but not limited to, suits and appeals involving breach of contract (except this Agreement), defamation and threatened causes of action for any and all claims, at law or in equity, whether arising under the Constitution of the United States, the Constitution of the State of Illinois, any and all state and federal statutes, laws and regulations, all claims, actions, or liability under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866 (42 USC 1981), the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 and as amended by the Older Workers Benefit Protection Act, including the Illinois Human Rights Act, all claims under the Illinois Educational Labor Relations Act, and any other claim regarding the employment of Perez by the College.
- b. Nothing in the release as set forth in paragraph 6(a) shall constitute a release of Perez's claims or rights (if any) that may arise in the future on the basis on non-employment related grounds, rights (if any) that are prohibited by law from being released by this Agreement or his claims or rights (if any) to vested benefits under the Illinois Workers' Compensation Act or Occupational Diseases Act. The release further does not prevent Perez from testifying, assisting or participating in any investigation, hearing or proceeding conducted by the Illinois Department of Human Rights ("IDHR"), the United States Equal Employment Opportunity Commission ("EEOC") or any other local agency investigating claims of discrimination. The release does fully contemplate, however, that should Perez pursue a charge before either of these entities or in any Court of competent jurisdiction, or should the EEOC, IDHR, the United States Department of Justice or any other entity file a suit on either behalf based upon a violation of any law investigated by these entities and against the College or its agents for any cause of action arising prior to the institution of this Agreement, he expressly waives any rights to damages of any kind, including back pay, costs, attorneys' fees or interest, and further waives his right to reinstatement as an employee of the College.
7. Confidentiality and Non-Disparagement. The Parties will maintain the confidentiality of this Agreement to the maximum extent permissible by law and refrain from making

disparaging remarks regarding any other Party and its employees or agents. The Parties recognize and agree that this Agreement may be procured pursuant to a request pursuant to the Freedom of Information Act ("FOIA"), subpoena, or through discovery in any matter pending in a court of competent jurisdiction. The Parties agree that disclosure pursuant to any of these reasons as stated herein shall not be considered a violation of this paragraph. Perez expressly agrees that he will not discuss this Agreement with any persons other than his immediate family members (spouse, children, parents, siblings), tax specialists, and attorneys. Perez further recognizes that the College is required to approve this Agreement at a public meeting and that it is further required to describe the nature of the action being taken which will include his names being used for purposes of compliance with the Open Meetings Act, 5 ILCS 120/1 *et seq.* The parties further agree that this disclosure is not a violation of this paragraph.

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

9. College Board Approval. The Parties agree and understand that the terms of this Agreement must be approved by the College Board for it to be effective and enforceable. If the Board does not approve the terms of this Agreement, then it shall be considered void *ab initio*.

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

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

12. Amendment. This Agreement may be amended only by a written document executed by all Parties or his respective representatives.

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

14. Non-admission/Non-Precedential. This Agreement shall not be construed as: (a) an admission by the Released Parties of any (i) liability or wrongdoing to the Union, McFadden or Mazzone, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses as to those matters within the scope of this Agreement. Moreover, this Agreement shall not constitute and shall not be used by any Party as a precedent for future cases involving any Party.

15. Right to Counsel. Perez acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this section shall constitute written notice of the right to be advised by legal counsel. Additionally, Perez acknowledges that he has been advised by competent legal counsel of his own choosing in connection with the negotiation, review, and execution of this Agreement and that he has had an opportunity to and did negotiate over the terms of this Agreement.

16. Execution. All persons executing this Agreement have the power and authority to bind the respective Party he represents. This Agreement may be signed in one or more counterparts which upon combination shall be considered one instrument for the purpose of recording and shall be binding on all Parties who sign, regardless of whether all Parties signed.

17. Each Party Responsible for Own Tax Payments. Perez agrees and acknowledges that he shall be solely responsible for the payment and satisfaction of all federal, state and local taxes attributable to any payments made to him by the College. Perez further agrees that any adverse determination by the Internal Revenue Service ("IRS"), the Illinois Department of Revenue ("IDR") or any other state or local taxing authority shall not alter or change the terms of this Agreement. Perez further recognizes and agrees that should the IRS, IDR or any other state or local taxing authority determine that any portion of the foregoing payment should have been reported differently, or that the incorrect amount of taxes were paid, Perez agrees that he is solely responsible for any and all taxes, penalties and/or interest assessed by the IRS, IDR or any other state or local taxing authority against themselves as a result of any payments made to Perez.

18. Unemployment Compensation. The Parties agree and acknowledge that they shall abide by all determinations made by the Illinois Department of Employment Security ("IDES") made with regards to this transaction and settlement and neither Party waives any rights to

proceed before or challenge any proceedings and/or determinations of IDES. The Parties agree they have not sought or received any advice regarding IDES's treatment of any payments made pursuant to this Agreement from the IDES, its agents and/or attorneys. The Parties further agree that any determination by IDES shall not alter or change the terms of this Agreement. Perez further recognizes and agrees that should IDES determine that any portion of the foregoing payment needs to be reported and/or reimbursement or recoupment is due, Perez agrees that he are solely responsible for any and all requirements and payments, penalties, and/or interest assessed by IDES against him as a result of the payments in this Agreement. The Parties expressly and explicitly acknowledge that they have no control over the IDES and that they will respond honestly to inquiries from IDES or its implementing agencies.

19. Pension. The College makes no promise, guaranty or representation as to the treatment of this Agreement or Perez's employment history by the State Universities Retirement System ("SURS") or any other applicable retirement entity, including, but not limited to SURS service credit or SURS creditable earnings credit for sums paid. Perez acknowledges that all creditable service, earnings determinations, or other retirement issues are handled and issued solely by SURS or any other applicable retirement agencies and not by the College or its agents.

20. Payment of Attorneys' Fees, Costs and Expenses if Litigation Initiated. In the event that any Party initiates a lawsuit or otherwise makes a claim based on any matter duly waived or released by them under the terms of this Agreement, the initiating party agrees to pay all costs and expenses incurred by the party defending the lawsuit or claim, including attorneys' fees. The Parties agree that nothing in this Agreement shall be construed to limit, or otherwise hinder, the party's legal rights to seek such reimbursement.

21. Jurisdiction. This Agreement shall be deemed to be made, and the agreements herein expressed are to be performed in all respects in the State of Illinois, irrespective of the fact that any party has, is, or will later become a resident or domiciliary of another state. In the event of legal actions brought concerning the enforceability of this Agreement, the laws of the State of Illinois shall apply, and the parties' consent to the jurisdiction of the State of Illinois, and further consent to the proper venue in Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.

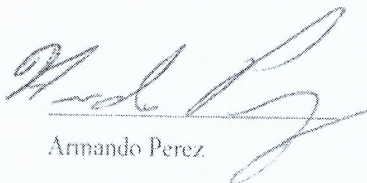
22. No Transfer or Assignment. The Parties expressly represent and promise that they have not and will not assign or transfer any claims, portion of claims, any rights to assert claims, or any monetary obligations and/or rights to any other individuals or entities outside of this Agreement.

23. Time to Consider Agreement and Right to Revoke. Perez understands that he has been given twenty-one (21) days to consider the meaning and effect of this Agreement (the "Consideration Period") prior to signing this Agreement, or has waived this requirement, and agree that this Consideration Period has been reasonable and adequate. If Perez waived the Consideration Period, Perez acknowledges that such waiver was not induced by fraud, misrepresentation, or threat by the College to withdraw or alter the terms of this Agreement. Perez has seven (7) calendar days from the day each sign this Agreement to revoke his acceptance of this Agreement (the "Revocation Period"). If Perez wishes to revoke this Agreement, he must provide written notification to the College's President within the time period specified above.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates indicated below.

ARMANDO PEREZ

ON BEHALF OF THE METROPOLITAN
ALLIANCE OF POLICE, MORTON
COLLEGE POLICE, CHAPTER #654



Armando Perez

Ronald N. Cicinelli

MAP Authorized Representative

July 12, 2023

July 12, 2023

Date

Date

□

* * *

MORTON COMMUNITY COLLEGE
DISTRICT NO. 527

ATTEST:

Board President

Board Secretary

Date

Date

PROPOSED ACTION: THAT THE BOARD APPROVE THE SEVERANCE PAY FOR THE DISPATCHERS THAT WERE LAID OFF.

RATIONALE: DISPATCHERS WERE LAID OFF IN MAY 2023, UNION AND COLLEGE AGREED TO SEVERANCE PAY

COST ANALYSIS: \$18,343.56

ATTACHMENT: SPREADSHEET LISTING DISPATCHERS

PROPOSED ACTION: That the board approve the Berwyn Development Corporation on 8/24/23 from 7:30 am – 5:30 pm

RATIONALE: Informational session workshop hosted by Capital Development Board

COST ANALYSIS: None

ATTACHMENT:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

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: Certificate Team PHONE (A/C No. Ext): 630-355-2077 E-MAIL ADDRESS: certs.apil@assuredpartners.com	FAX (A/C, No): 630-355-7996	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Berwyn Development Corp. 3322 S. Oak Park Avenue Berwyn IL 60402	INSURER A : Scottsdale Insurance Company		41297
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 353427812

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CPS7766614	4/14/2023	4/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Theatre - Informational Session/Workshop hosted by K Capital Development Board on how to get certified as Minority/Women and Contracting Business; Event Date: 8/24/2023 to 8/25/2023.

Additional Insured(s) for General Liability: Morton College.

CERTIFICATE HOLDER**CANCELLATION**

Morton College 3801 S Central Avenue Cicero IL 60804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 Rental Fees

***Minimum charge of \$10.00 an hour for administrative and processing costs will apply to ALL groups in addition to the following fee schedule.**

<u>AREA/SPACE</u>	<u>CAPACITY</u>	<u>HOURLY RATE</u>		<u>HOURLY RATE</u>
		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	1 ST HR	\$75.00
		\$40.00	thereafter	\$30.00
GYMNASIUM	500-1000	\$100.00	1 ST HR	\$75.00
		\$35.00	thereafter	\$30.00
UPPER GYMNASIUM	350	\$100.00	1 ST HR	\$75.00
		\$50.00	thereafter	\$30.50
CORRIDOR/LOBBIES		\$25.00		\$18.75
OUTDOOR STAGE AREA	400	\$50.00		\$37.50
ATHLETIC FIELD		\$25.00	PER DAY	\$18.75
PARKING LOT	750	Cost to be arranged		
EQUIPMENT USE		NOTE: Hourly RATE/DAILY		HOURLY RATE
		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.

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: 10/29/23

Name of Organization: Berwyn Development Corporation

Address: 3322 S. Oak Park Ave. Berwyn, IL 60402
Street City Zip Code

Telephone: (708) 788-8100 Person to Contact: Paola Garibay

Date(s) Requested: 8/24 and/or 8/25

Time Requested: From: 07:30 AM To: 5:30 PM

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: Theatre

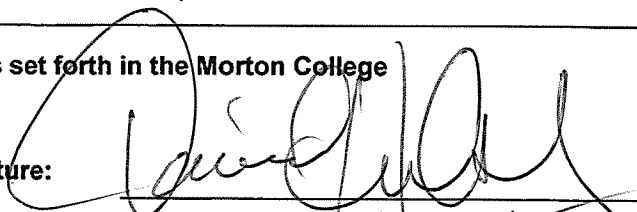
Purpose of Use: Informational session/workshop hosted by IL Capital Development Board on how to get certified as minority/women-owned contracting business.

Expected Attendance: 100

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: 
Organization Title: Executive Director/CEO

Please send this form to: Director of Physical Plant
Morton College
3801 S. Central Ave.
Cicero, Illinois 60804
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

Date

Stan Fields
President Date

**MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS**

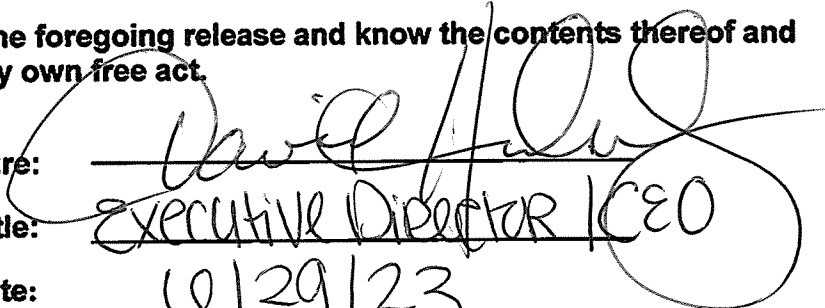
This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.

ORGANIZATION: Berwyn Development Corporation
ADDRESS: 3322 S. Oak Park Ave, Berwyn, IL
TELEPHONE: (708) 788-8100
DATE (S) OF UTILIZATION: 8/24 - 8/25

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

Authorized Signature: 
Organization Title: Executive Director / CEO
Date: 10/29/23

PROPOSED ACTION: that the board approve the facility use application for AlphaBet Soup Productions Oct 24-27, Dec 14-15, Feb 6-9, Mar 26-29 - May 1-3 and 8-10

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. AlphaBet Soup Productions is billed at \$100.00 per hour

ATTACHMENT: facility use application and Certificate of Insurance

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.

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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:
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 - 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.
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 - 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.
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 - R.) Equipment, furniture or materials brought onto the premises with permission must be removed from the campus facility when the use is concluded. The items, which may remain, are those that will not interfere with normal college operations, when storage facilities are available. Authorization to store materials or equipment may be revoked at the convenience of the College.
 - S.) There shall be no solicitation of students or staff members without prior approval.
 - T.) No literature with respect to any proposed utilization of campus facilities shall be posted or distributed without prior approval.
 - U.) Any use of pyrotechnics, i.e. smoke, fire, flame, or spark producing devices are strictly prohibited on campus inside and outside of buildings. Use of such devices will only be allowed with the explicit written permission of the Director of Physical Plant, authorized agent from the Town of Cicero's Fire Department, and the State Fire Marshall. Any such uses, if permitted, shall adhere to all local town ordinances and state laws.
11. College owned equipment, furniture, or materials would not be available for off campus use by individuals or organizations. Exceptions may be granted to individuals or organizations approved for use of facilities for a specific event part of which must take place off campus.

MORTON COLLEGE
Facility Use Permit Application

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: July 31, 2023

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 24-27, Dec 14-15, Feb 6-9, Mar 26-29 - May 1-3 and 8-10

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: Christina 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

Date

**MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS**

This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.

ORGANIZATION: AlphaBet Soup Productions

ADDRESS: 376 E. St Charles Road, PO Box 85 Lombard, IL 60148

TELEPHONE: 630-932-1555

DATE (S) OF UTILIZATION: Oct 24-27, Dec 14-15, Feb 6-9, Mar 26-29 - May 1-3 and 8-10

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 Bloemke

Organization Title: Office manager

Date: _____

PROPOSED ACTION: For the board to approve the Cook County Commissioner's Office to host a Equity Fund Townhall Meeting on September 26th 2023 from 6:00 pm – 7:30 pm

RATIONALE: Informational meeting

COST ANALYSIS: None

ATTACHMENT:

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: 8/16/23

Name of Organization: Cook County Government-Office of the President
Address: 118 N. CLARK St. Ste 1018 Chicago, IL 60602
Street City Zip Code
Telephone: 312-603-2006 Person to Contact: Angela Walker

Date(s) Requested: 9/26/23
Time Requested: From: 5:00 PM To: 8:00 PM

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: Small lecture hall
Purpose of Use: Townhall meeting

Expected Attendance: 50-75

Equipment Requested: Overhead projector, microphone (3)

Extent to which refreshments, if any, are to be served: Light refreshments will be provided

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: Angela K. Walker
Organization Title: Director of External Affairs

Please send this form to: Director of Physical Plant
Morton College
3801 S. Central Ave.
Cicero, Illinois 60804
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

Date

Stan Fields
President
Date

**MORTON COLLEGE
HOLD HARMLESS AGREEMENT
WAIVER AND RELEASE OF ALL CLAIMS**

This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.

ORGANIZATION: Cook County Government

ADDRESS: 118 N. Clark, Ste 1018, Chicago, IL 60602

TELEPHONE: 312-603-2006

DATE (S) OF UTILIZATION: 9/26/23

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:

Angela K. Welch

Organization Title:

Director of External Affairs

Date:

8/16/23



Morton College Job Description

Job Title:	Campus Police Officer (part-time)
Range:	N/A
Grant-Funded:	N/A
Reports to and Evaluated by:	Police
Required Qualifications:	Two years of law enforcement experience. Must have a valid state driver's license, FOID Card (Illinois residents), and valid Illinois police officer state certification or ability to update/renew if retired law enforcement. Possess strong writing, communication, and decision-making skills. Proficient with computers and Microsoft.
Desirable Qualifications:	An Associate Degree in Law Enforcement or Military. Certified Crisis Intervention Team (CIT), juvenile or school resource officer. Familiar with National Incident Management System or possess any other training certification as an instructor. Ability to communicate in Spanish
Job Summary:	Police Officers ensure the campus community's safety and property protection by performing assigned duties, such as visible campus patrol and enforcing applicable laws. Ensuring that the college's rules and regulations are obeyed. An Officer must be able to complete a thorough preliminary investigation, make sound decisions, and take appropriate action. Officers must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance, and truth. Candidates must be able to pass a physical, drug tests, and background check.
Essential Job Functions:	<ul style="list-style-type: none">• Work hours mandated monthly per the CBA• Shift coverage will be primarily on weekends (midnights) and some special events.• To enforce applicable federal, state, and local laws; and college rules and regulations.• To enforce traffic and parking regulations on campus.• To assume responsibility for the operations of Campus Safety.

- To protect the persons and property of all staff, students, and guests within the confines of the college or college-controlled properties.
- Ensure the safety of the campus, identify risks, and make proper notifications to address the issue.
- The ability to conduct a proper investigation to an end result.
- Complete thorough reports based on facts through a proper interview and submit them for review.
- To provide emergency medical assistance and be First Aid certified.
- Good communication, de-escalation techniques, and mental health awareness.

Other Duties:

- Other duties as assigned by the Chief of Police or the President of the College.
- The responsibilities and duties of the Officer may change as the needs of the college arise.
- Acts as an ambassador of Morton College through participation in college and community-based events.

Work Environment:

- Duties are performed indoors/outdoors in inclement weather for extended periods of time.

Physical Demands:

- Must pass a pre-employment physical examination.
- Must have the physical ability to assist with the rescue of sick/injured persons on campus.
- Must be able to maintain a constant foot patrol, stand for a long period of time, and make physical arrests when necessary.
- Work assignments may be over the standard 8-hour day.

Position Unit:

- Administration - Exempt
- Professional Staff - Exempt
- Faculty, Local 1600, A.F.T.
- Adjunct Faculty, IEA-NEA
- Classified Staff - Excluded
- Classified Staff, Local 1600, A.F.T.
- Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- Classified Staff - Part-Time, Local 1600, A.F.T
- Classified Staff - Part-Time, Non-Union

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Employee _____ Date _____



Morton College Job Description

Job Title:	IT Support Specialist
Range:	Range III
Grant-Funded:	N/A
Reports to and Evaluated by:	CIO
Required Qualifications:	<p>Associate's degree and/or five (3) years of experience performing help desk/ operations functions. Experience with the installation, usage and support of Windows OS and Mac OS. Review best practices for security of JAMF Pro services and provide provisioning and distributed management of security access to JAMF. Desktop applications such as Windows, Microsoft Outlook, Word, Excel and PowerPoint; Adobe Acrobat; EndNote. Ability to learn new software and effectively communicate verbally and in writing; multi-task and effectively use time management skills.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	<p>Bachelor's Degree in Computer Science or related field. Prior experience providing information technology support in an academic environment. Extensive knowledge of the MacOS file system. Honesty, flexibility, punctuality, and logical reasoning ability. Ability to interact well with students, faculty and staff. Able to communicate in Spanish.</p>
Job Summary:	<p>Provides computer support to end users across the College for computer hardware, software, other technology equipment, and business-related applications. The duties and responsibilities may change as the need of the College arises</p>
Essential Job Functions:	<ul style="list-style-type: none">• JAMF Systems and related MDM management• Cloud administration instance of JAMF for macOS and iOS devices.• Creation of policies and configuration profiles.• Management of the iOS Volume Purchasing Program (VPP) in Apple School Manager (ASM).• Ability and / or experience building out Self Service offerings.

- Enrollment, inventory, software distribution, and device configuration.
 - Support of Apple laptops in coordination with other technicians. Manage parts ordering, delivery, and return.
 - Provide support in a cross-platform environment consisting of Apple laptops, desktops, iOS, Windows PC, and peripheral equipment.
 - Act as a primary liaison in supporting teachers, students, with technology-related issues.
 - Provide technical training and assistance to system users concerning computer operations, software applications, and malfunctions.
 - Develop and maintain training materials and systems protocols in our knowledge base.
 - Research and evaluate new technologies and software and stay abreast of emerging trends.
 - Create a checkout procedure/documentation to test new Mac software installs against.
 - Managing technical support via ticketing systems, and documenting user problems and providing solutions
 - Use of Active Directory/Azure, JAMF Pro, O365, Adobe Apps, Windows MDM, Apple School Manager
 - Flexibility to regularly rotate through different technical specialties and skill sets.
 - Success in team environments, demonstrating shared responsibility and accountability with other team members.
 - Possess a strong customer service attitude, empathy, and the ability to interact with senior management comfortably and confidently on a regular basis, sometimes during demanding situations.
 - Responsible for performing installations and configuring computers/laptops using standard processes and tools.
 - Assists IT management and other MIS technical staff in developing departmental and Helpdesk guidelines and operating procedures
- Other Duties:**
- Performs other related duties as assigned
- 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 25 lbs.

Position Unit:

- Administration - Exempt
- Professional Staff - Exempt
- Faculty, Local 1600, A.F.T.
- Adjunct Faculty, IEA-NEA
- Classified Staff - Excluded
- Classified Staff, Local 1600, A.F.T.
- Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- Classified Staff - Part-Time, Local 1600, A.F.T
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Employee _____ **Date** _____



Morton College Job Description

Job Title:	Faculty, Nursing Simulation Coordinator
Range:	N/A
Grant-Funded:	N/A
Reports to and Evaluated by:	Associate Dean of Nursing Programs
Required Qualifications:	<p>Master's degree in nursing. Current Illinois Registered Professional Nurse (RN) license. Minimum of 2 years current clinical experience as a registered nurse; strong foundation in evidence-based teaching or clinical practice. 1 plus years of experience in simulation and skills lab teaching, or combination of education and experience commensurate with requirements of the position. Must be competent in nursing skills, adult teaching/learning skills and use of technology. Effective oral and written communication skills; ability to interact effectively and appropriately with culturally diverse groups; and possess strong computer skills. Must be organized and able to keep supply inventories. Expertise in appropriate technologies for instruction. Ability to work day and/or evening. Certification in Simulation Technology or ability to obtain within 1 year of hire.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Bilingual in English and Spanish. Prior experience teaching at a community college. Experience with traditional and non-traditional students from diverse backgrounds.
Job Summary:	The Nursing Simulation Coordinator is responsible for the day-to-day operation of the simulation room and nursing labs. The Nursing Simulation Coordinator oversees the preparation, maintenance, inventory and operation of all simulation and lab equipment/supplies. Collaborates with other faculty to design, plan, implement and schedule simulation activities. Ensures adherence to program policies, course objectives, program outcomes and current simulation best practice and safety measures. The faculty in this role will teach 12 to 15 contact hours each semester or as designated (contact hours for

simulation coordinator duties are 2:1).

Essential Job Functions

- Assume faculty educator role for simulation as a content expert this includes developing simulation curricula to support course and department outcomes. This includes development of simulation components (for staff and student competency training).
- Jointly develop and implement simulations with Nursing faculty which meet student learning outcomes and are consistent with current evidence-based simulation and standards of Morton College, the Nursing Program, Illinois Department of Financial and Professional Regulation (IDFPR), and Accreditation Commission on Education in Nursing, Inc. (ACEN).
- Participate, contribute to, and cooperate with internal and external committees to ensure continued accreditation and for the overall success of the students.
- Participate in providing documentation and input for accreditation as it relates to simulation and lab activities in this includes developing reports to analyze use of simulation spaces.
- Maintain office hours (6 contact hours per week).
- Maintain, record and submit student grades.
- Manage all simulation and lab spaces to meet regulation and accreditation standards in addition to ensure safety practices are followed.
- Develop and maintain simulation and lab manuals, documenting policies and procedures when in Simulation and Lab Learning environments.
- Coordinate and supervise the general operation of the simulation laboratory to provide a wide variety of patient simulation experiences.
- Oversee the regular maintenance and repair of all simulation equipment and communicate effectively with manufacturers regarding maintenance, repair, update, and technology changes.
- Provide technical support for task trainers and multimedia peripherals including beds/examination tables, headwalls, patient monitors, other health care equipment, medication dispensing systems and vital sign monitors.
- Organize and restock simulation laboratory supplies.

- Oversee the set up and take down of simulation laboratory equipment - allowing for rapid turnover of simulation lab set up as necessary.
- Prepare laboratory budget, specific to simulation needs this and provide recommendations for equipment and supply purchases as needed.
- Collaborate and communicate effectively with faculty and staff.
- Attend and participate in required meetings including unit, faculty, and department meetings.
- Create a positive work environment demonstrating leadership and supervision for the simulation laboratory.
- Coordinate training for all users of the simulation laboratory including faculty.
- Coordinate simulation laboratory schedule with faculty to prevent scheduling conflicts. Collaborate with faculty and staff in setting up, scheduling, and operating simulation programs and lab practice activities for classes.
- Network with other lab/simulation coordinators at local/state/national level to develop and utilize best practices.
- Coordinate the set up and maintenance of computer-based training programs.
- Maintain learner confidentiality.
- Coordinate center tours.
- Conduct debriefing within scope of knowledge or assist content expert with debriefing.
- Serve as professional role model and example of nurse leader for students, the College and its stakeholders.
- Demonstrate nursing and teaching expertise, including the use of technology and simulation.
- Engage in ongoing personal and professional development and scholarly activities.

Other Duties: • Perform other duties as assigned.

Work Environment: Simulation/Lab environment

Physical Demands: **Position requires prolonged sitting, with occasional walking, bending and/or stooping. Some lifting of approximately 15-20 lbs.**

- Position Unit:**
- Administration - Exempt
 - Professional Staff - Exempt
 - Faculty, Local 1600, A.F.T.
 - Adjunct Faculty, IEA-NEA
 - Classified Staff - Excluded
 - Classified Staff, Local 1600, A.F.T.
 - Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
 - Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
 - Classified Staff - Part-Time, Local 1600, A.F.T
 - Classified Staff - Part-Time, Non-Union

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Employee _____ **Date** _____



Morton College Job Description

Job Title: [Cashier/Accounts Receivable Specialist/Cashier \(AM\)](#)

Range: Range II

Grant-Funded: N/A

**Reports to and
Evaluated by:** Senior Accountant

**Required
Qualifications:** A high school degree or equivalent. Minimum of ~~2~~two years [general office experience, which must include cashiering, administrative duties, and/or accounts receivable-related experience, including extensive use of PC and common software products, and business machines.](#) Experience with various [network applications: Excel, Word, Email, and Windows-based program.](#) Ability to learn college specific software. Good [oral and written](#) communication skills and ability to work with diverse groups of people. [Ability to provide excellent customer service.](#)

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

**Desirable
Qualifications:** ~~A high school degree or equivalent.~~ [Associate degree](#) with emphasis in accounting, bookkeeping, or general business. Bilingual communications skills. [Experience with Ellucian Colleague software. Experience with cashiering and/or accounts receivable in a higher education environment.](#) Demonstrate good judgment and the ability to work well with others in a multicultural environment.

Job Summary: The Cashier/[Accounts Receivable Specialist](#) performs cashier [services for the college. Cashier responsibilities include all aspects of processing payment transactions in addition to refunds. Assist with monitoring and maintaining the integrity and accuracy of the student accounts receivable systems through problem resolution and verification of student accounts. In addition, the Cashier/Accounts Receivable Specialist will perform routine data entry tasks, both on the administrative software as well as on PC software applications. To assist in the processing of cash transactions. The cashier will be responsible for assisting other](#)

Business Office staff as needed. ~~Ability to provide excellent customer service. Some evening work and weekend hours required as assigned.~~ [The Cashier/Accounts Receivable will need be flexible to ensure shift coverage as needed.](#)

Essential Job Functions:

- [Process student transactions at the cashier window, including tuition payments/refunds, creating payment plans.](#)
- [Process phone payments for registration and various fees.](#)
- [Reconcile cash receipts on a daily basis daily and prepare daily bank deposit.](#)
- [Research and assist students with account balance questions.](#)
- [Perform billing for College receivables for student accounts and third-party sponsor accounts.](#)
- [Follow policies and procedures outlined by FERPA rules regarding privacy of student information.](#)
- ~~Payments/refunds, payment plans, schedules, etc. Evening work required.~~
- ~~Perform routine data entry for business office staff, such as journal entries, cash receipts/disbursements, budget transactions, etc. as determined by the Accountant/Controller.~~
- ~~Assist Accountant with all bank reconciliations on a monthly basis.~~
- [General office duties, including message taking, filing, typing, copying, etc.](#)
- [Communicate with students via phone call/email/mail regarding balances, refunds and in-house payment plans](#)
- [Crosstrain and serve as backup for Accounting Assistant check processing.](#)
- [Strong organizational skills, attention to detail, ability to problem solve, work independently and use professional judgement.](#)
- ~~Assist on switchboard, when necessary.~~
- ~~Routine review of fixed asset records, including reconciliation to general ledger.~~

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Other Duties:

- Other duties as assigned.

Work Environment:

Work is generally performed within an office environment, with standard office equipment available.

Job Description: [Cashier/Accounts Receivable Specialist](#)
[Cashier \(AM\)](#)

Page 3

Physical Demands: Position requires prolonged sitting and/or standing, with occasional walking, bending and/or stooping. Some lifting of approximately 15-20_lbs.

Position Unit:

- Administration - Exempt
- Professional Staff - Exempt
- Faculty, Local 1600, A.F.T.
- Adjunct Faculty, IEA-NEA
- Classified Staff - Excluded
- Classified Staff, Local 1600, A.F.T.
- Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- Classified Staff - Part-Time, Local 1600, A.F.T
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Employee _____ **Date** _____



Morton College Job Description

Job Title:	Executive Director of Human Resources
Range:	Administrator
Grant-Funded:	NA
Reports to and Evaluated by:	Chief Financial Officer (CFO)
Required Qualifications:	<p>Bachelor'sMaster's degree in Human Resources, Industrial/Organizational Psychology, Organizational Development, Business Administration or a related field plus 8 years or more of combined human resources, talent management or organizational development and supervisory experience; or equivalent combination of education and experience sufficient to successfully perform the essential tasks of the job. Human Resources Certification (PHR or SHRM-CP). Experience with Labor Relations and the ability to negotiate and administer Collective Bargaining Agreements (CBAs). Experience cultivating onboarding and professional development programs and compensation strategy. Demonstrated knowledge of hiring, retaining, and performance management best practices. Ability to coordinate compliance with internal policies and external agency requirements. Excellent interpersonal, written and verbal communication skills, including public speaking. Must be able to manage conflict resolution. Experience handling matters of a confidential nature.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	<p>Master's degree in HR Management, MBA, or a related field. 3-5 years in an higher education setting. 10 plus years of human resource management experience and 3 or more years of supervisory experience. Senior Human Resources Certification (SPHR or SHRM-SCP). Strong leadership qualities and demonstrated experience leading an HR team. Experience negotiating union contracts and resolving union related issues. Experience in the Illinois higher education system. Knowledge of the Family Educational Rights and Privacy Act (FERPA) and</p>

Title IX. Ability to use Human Resources Information Systems (HRIS) such as Ellucian and Applicant Tracking Systems (ATS) (e.i. PeopleAdmin). Working knowledge of all HR topics. Membership in a professional development group and evidence of continued professional development. Be well-organized, detail-oriented, self-motivated and be able to work independently with little or no supervision. Demonstrate good judgement and the ability to work well with others in a multicultural environment.

Job Summary:

The Director of Human Resources is responsible ~~to lead for~~ leading the HR department and ~~be being~~ a subject matter expert on all HR related topics by providing a high level of service to Morton College employees. Utilizing a hands-on, collaborative approach and decision-making process, this position develops HR strategies and implementation of human resources best practices in talent acquisition, employee/labor relations, professional development and engagement, compensation, performance management while ensuring legal compliance. Function as a Cabinet member and advisor to the President of Morton College. The Director of Human Resources will serve as the Title IX Coordinator and Chief Diversity Officer for the College in addition to managing a team of HR professionals.

Essential Job Functions:

- Administer, interpret, and enforce the Collective Bargaining Agreements (CBAs) for all union groups and ~~ensure employees'~~ ensure employees' adherence to the College's policies and procedures.
- Oversee day to day responsibilities of the HR department with an emphasis on recruitment and retention, diversity initiatives, performance management, compliance and strategic planning.
- Lead, manage and coach HR team.
- Provides strategic leadership by articulating HR needs and plans to senior leadership in addition to establishing annual goals and metrics to assess organizational performance in key HR areas.
- Develops a comprehensive HR strategy that correlates with the institutions strategic plan.
- Serve as the primary point of contact for all Union and employee related issues, respond promptly and conduct investigations as needed.
- Identify and work with key stakeholders on resolutions/recommendation to challenges.

- Lead the negotiation team in all collective bargaining and facilitate training for staff and faculty with interpretation of the CBAs.
- Manage and lead effective institutional and cultural change.
- Conduct sensitive investigations into National Labor Relations Board (NLRB) matters and respond to all NLRB charges in a timely manner.
- Provide leadership in investigating and resolving complaints related but not limited Title IX, Equal Employment Opportunity Commission (EEOC) matters in a confidential and expedient manner.
- Process FOIA requests for the College.
- Analyze, evaluate and streamline operations and proceduces to seek maximum efficiency.
- Write, approve, and/or review all workplace policies, procedures and rules with Administration, this includes updating employee handbooks.
- Counsel and coach supervisors on organizational, employee and labor relations to ensure corrective action is applied equally, fairly and appropriately.
- Monitor and ensure institutional compliance with federal, state, and local employment laws and regulations, as well as Morton College Board policies; invistigate complaints of non-compliance, recommend corrective measures as appropriate to maintain compliance.
- Serve as the Title IX Coordinator by exercising judgement regarding the resolution of Title IX complaints, including informal and formal investigations.
- Develop and implement Affirmative Action Plans and generate EEOC reports.
- Serve as the Chief Diversity Officer for Morton College.
- Ambassador of diversity, equity, inclusion and belonging.
- Develop, initiate and maintain effective programs to attract, maintain, and retain top talent; this includes but not limited to leading the recruitment and selection process that align with the overall objectives of the institution and consistent with the College culture.
- Monitor position management by utilizing the applicant tracking system.
- ~~Ensure accurate, complete and secure employee records are being maintained according to existing laws and policies.~~

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- Prepare personnel reports and data collection and analysis as required by the College and outside agencies.
- Knowledge and compliance with US employment laws and best practices around labor issues.
- Coordinate and support performance management processes including performance review, goal setting, coaching and feedback, and staff development.
- Create, monitor, and maintain all job descriptions for every position in the insitution this includes advising and assisting staff in the development and maintenance of new job descriptions for new and revised positions.
- Coordinate and participate in job classification review, conducts regular compensation market surveys.
- Develop, manage, adjust, and administer the compensation program, including monitoring salary structures. This includes making recommendations for salaries and equity strategies.
- Oversee and monitor all employee benefit programs to ensure compliance with legislation and policy.
- Review all employee benefit programs annually and lead conversations regarding benefit strategies and making recommendations for changes or retention.
- Review and approve all professional development funds for eligible employees.
- ConductLead training sessions on HR topics for all employee groups.
- Direct the design and implementation of high quality, comprehensive onboarding and training programs for all new and existing staff to ensure consistent knowledge and skill, as well as increase productivity and satisfaction across the College.
- Evaluate and monitor training and development program outcomes to ensure taining objectives are met.
- Ensure records of all employee education and training are maintained.
- Assume fiduciary responsibility for the HR budget and all line items related to HR matters.
- Assist with the strategic planning for the institution and participate in long-range planning to support department needs relative to human resources.
- Ensure that the institution operates in an ethical and lawful manner this includes conducting periodic HR audits to motior compliance.

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- Reduce risk and exposure to the College by assisting the Board Attorney.

Other Duties: Perform other duties as assigned.

Work Environment: Work is generally performed within an office environment, with standard office equipment available.

Physical Demands: Prolonged sitting. Some lifting up to 20 lbs. Some standing, stooping and bending.

- Position Unit:**
- Administration - Exempt
 - Professional Staff - Exempt
 - Faculty, Local 1600, A.F.T.
 - Adjunct Faculty, IEA-NEA
 - Classified Staff - Excluded
 - Classified Staff, Local 1600, A.F.T.
 - Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
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 - Classified Staff - Part-Time, Local 1600, A.F.T
 - Classified Staff - Part-Time, Non-Union

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Employee _____ **Date** _____



Morton College Job Description

Job Title: [Senior](#) Human Resources Generalist

Range: Classified Excluded

Grant-Funded: NA

**Reports to and
Evaluated by:** [Chief Financial Officer](#)
[Executive Director of Human Resources](#)

**Required
Qualifications:** Bachelor's degree in Human Resources, Business Administration, or related field, and three years of human resource experience. Excellent verbal and written communication skills. Excellent interpersonal and conflict resolution skills. Excellent organizational skills and attention to detail. Ability to handle multiple priorities and confidential assignments, and function independently. Thorough knowledge of employment-related laws and regulations. Experience with Microsoft suite and the ability to learn Colleague and other systems. Ability to work well with others in a multicultural environment.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

**Desirable
Qualifications:** Master's degree, SHRM-CP, and experience in related field. Experience with union environment and/or higher education. Experience with Colleague. Ability to communicate in English and Spanish.

Job Summary: The [Senior](#) Human Resource Generalist ~~will~~ perform tasks and services to support effective and efficient operations of the overall HR department in some or all of the following functional areas; compensation, employee relations, recruitment, benefits administration, training and development. The [Senior](#) Generalist will assist in enforcing policies and procedures, and the administration of five (5) collective bargaining agreements.

**Essential Job
Functions**

- [Provides support in the functional area of HR inclusive of recruitment and retention, employee and labor relations, performance evaluations, compensation management,](#)

- benefits administration, organization development, training and special projects
- Works closely with administrators on strategic HR initiatives that include performance management, work force planning, employee learning and development, diversity, compliance, recruitment, onboarding and off boarding processes.
- Assists in the day-to-day delivery of HR projects, programs and strategies
- Collaborate with Sr. Associate Director of Human Resources to provide guidance to employees and supervisors in resolving conflicts and promote effective working relationships. ~~Advise administrators and supervisors when considering employment action for performance issues.~~
- Assist with Advise administrators and supervisors when considering discipline action for performance issues.
- Leads recruitment efforts and onboarding processes, including new hire orientation.
- Ensures diversity on recruitment search committees committees.
- Supports administrators with succession planning, equity, performance management and training initiatives
- Partner with the HR Coordinator Specialist to conduct new employee orientation and assist with open enrollment.
- ~~Assist with~~ Assists to manage the performance evaluation process.
- Process inquiries related to verification of employment.
- ~~Administer the ADA Request for Accommodation~~ Serves as backup to process for faculty all leave requests including FML and staff Personal Leave Requests.
- Assist with all special events hosted by the office of Human Resources.
- Administer s various human resources plans and ~~procedure~~ procedures; assist in the development and implementation of personnel procedures; prepare and maintain the employee handbook and procedure manual.
- Research and recommend updated ~~to~~ policies and procedures to comply with federal, state, and local legal requirements.
- Assist with submitting reports to various state and federal educational agencies, including ICCB reports.

- Coordinate with the Dean's office in processing faculty salary adjustments, lane advancement and step placement and other processes.
- Provide assistance with processing inquiries from SURS.
- Serve as Title IX/Section 504 investigator.
- Help foster a positive culture and work environment; ensures and promotes an environment of diversity and inclusion.
- Researches and keeps current on relevant HR topics.
- Intake and triage employee relations issues. Escalate issues to Director as appropriate.
- Participates in employee investigations, draft and review disciplinary actions including memorandum of expectations.
- Assist with counseling employees and management on various HR topics and functions; communicates and shares understanding of various human resource policies, procedures, laws, standards, and other government regulations.
- Assist with developing in-depth knowledge and skill in various HR functions, in addition to growing knowledge in HR policies, procedures, and legal requirements to provide quality HR guidance to employees and managers.
- Assists in the review of HR workflows, create process maps and documentation, and drive efficiency through thoughtful work analysis and redesign.
- Provide, develop and generate annual and ad-hoc reporting that includes but not limited to metrics, data, demographics, and compensations.
- Provide consultation to employees and managers on: sick time, vacation time, policy and procedures interpretation. Guide employees and managers to the correct resources and Subject Matter Experts (SMEs) for additional information.
- Maintains standards of confidentiality of all employee records and documents.
- Builds relationships with partners across the college.
- Ensure board approval report is complete and accurate for monthly meetings.
- Support professional development and employee engagement activities in the department with the ultimate goal to increase employee engagement and maintain positive employee relations.
- Partner with managers to review and update job descriptions.

- Represent Morton College at job fairs in addition to - Coordinating Open House events for the college.
- Review metrics for the HR Department.
- Manage the Organizational Chart for the college.
- Serve as the HR rep for the College's Behavioral Intervention Team (BIT).
- Participate in committees as needed.
- Works in conjunction with the Benefits Specialist for Open Enrollment and Benefits Fair Initiatives

Other Duties: • Perform other duties as assigned by supervisor

Work Environment: Standard office environment with use of standard office equipment.

Physical Demands: Prolonged sitting. Some lifting up to 20 lbs. Occasional, standing, stooping and bending.

- Position Unit:**
- Administration - Exempt
 - Professional Staff - Exempt
 - Faculty, Local 1600, A.F.T.
 - Adjunct Faculty, IEA-NEA
 - Classified Staff - Excluded
 - Classified Staff, Local 1600, A.F.T.
 - Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
 - Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
 - Classified Staff - Part-Time, Local 1600, A.F.T
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Employee _____ **Date** _____



Morton College Job Description

Job Title: Athletic Trainer

Range: N/A

Grant-Funded: N/A

**Reports to and
Evaluated by:** Athletic Director

**Required
Qualifications:** Bachelors degree in athletic training. One (1) year of related experience. Currently certified as an Athletic Trainer by the National Board of Certification (BOC). Illinois License as Athletic Trainer or meet eligibility to obtain licensure upon hire. CPR and BLS certification. Proficient in manual therapy in addition to proven understating of the challenges athletes face, proper nutrition, sports injuries, and treatment options. Strong detail-oriented, analytical, and attentive skills. Excellent interpersonal, problem solving, decision making, and communication skills.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance, and truth.

**Desirable
Qualifications:** See required qualifications

Job Summary: The Athletic Trainer supports intercollegiate athletics is responsible for the care and wellbeing of student athletes through the provision of athletic training services including testing, evaluation, assignment of training regiments, and treatment of injuries, rehabilitation, and medical referrals.

**Essential Job
Functions**

- Provide day-to-day sports Medicine operations to Morton College Sports teams.
- Maintain, complete, and submit electronic and written documentation of all injuries, treatments, and rehabilitation.
- Assist in prevention strategies, evaluation, treatment, and rehabilitation for player's medical problems under the direction and supervision of the team Medical Director.

- Properly assess, treat, and rehabilitate athletic injuries upon the advised consent, and oral or written prescription of physician.
- Perform assessments and evaluations both on field and in training room.
- Assist with all sports physical processes – paperwork, pre-exams, concussion screening.
- Maintain and order necessary supplies needed according to established needs.
- Maintain cleanliness, functional maintenance, and schedule calibration as needed of athletic training equipment and supplies.
- Maintain professional development and attend training to stay current and abreast of current trends, information, and practices.
- Maintain a current license and status as a certified Athletic Trainer.
- Be willing to travel to occasional road game/region tournament/national tournament.

Other Duties:

- Perform other duties and special projects as assigned

Work Environment:

Work is generally performed within the Fitness Center and/or Athletic Fields.

Physical Demands:

Must be able to demonstrate exercises, lift up to 150 lbs. and stand for long periods of time.

Position Unit:

- Administration - Exempt
- Professional Staff - Exempt
- Faculty, Local 1600, A.F.T.
- Adjunct Faculty, IEA-NEA
- Classified Staff - Excluded
- Classified Staff, Local 1600, A.F.T.
- Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- Classified Staff - Part-Time, Local 1600, A.F.T
- Classified Staff - Part-Time, Non-Union

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Employee _____ Date _____



Morton College Job Description

Job Title:	Compliance and Eligibility Coordinator
Range:	Classified Excluded
Grant-Funded:	N/A
Reports to and Evaluated by:	Athletic Director
Required Qualifications:	<p>Associates degree. Two (2) years' experience with NJCAA eligibility and compliance knowledge. Prior experience as an intercollegiate athlete, coach or in academic support services at a community college or university setting. Demonstrated interpersonal skills and the ability to deliver services in an environment with an emphasis on academic success. Excellent oral and written communication skills, and ability to regularly interpret college policies in situations requiring judgment, working with student athletes, instructors, and departments. Ability to work independently. Must be able to work flexible hours including evenings and weekends as needed.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Bachelor's degree. Bilingual in Spanish and English, both written and oral. Certified in First Aid and CPR/AED.
Job Summary:	<p>The Compliance and Eligibility Coordinator provides direct assistance to individual student-athletes and teams, with goals of enhancing student success, academic performance, and personal and academic skills development. The coordinator ensures student athletes meet eligibility. Guide student athletes and prospective student athletes in the Athletic Office, reflecting both accurate understanding of policy and procedures and supportive communication skills. Provide support to the Athletic Department through research of athletic issues and by coordinating athletic program initiatives and projects.</p>
Essential Job Functions	<ul style="list-style-type: none">• Provide guidance and direction focused on helping new, continuing, and returning student athletes develop academic

objectives and plans that fulfill the student's personal goals, fulfills NJCAA athletic eligibility.

- Maintain compliance with National Junior College Athletic Association (NJCAA) rules and regulations.
 - Participate in the development and coordinating the annual schedules of athletic teams.
 - Coordinate the certification of eligibility and monitor the academic progress of student-athletes in accordance with NJCAA.
 - Communicate with student athletes, their families/guardians, coaches, administrators, and other people as necessary concerning academic and personal issues within professional guidelines, college policies and procedures and state and federal law including the Family Educational Rights and Privacy Act (FERPA).
 - Monitor the progress of student-athletes who have been identified to be in need of special academic support, or who are at risk of failing to meet academic expectations and make recommendations for support services.
 - Assist with planning and coordinating student-athlete physicals on site and collect necessary documentation from student athletes (i.e., emergency contact information, insurance waivers).
 - Research, compile and analyze athletic eligibility information of student athletes notifying the Director and/or designated coach or faculty member of any irregularities or possible conflicts.
-
- Maintain all records of student athlete's files by team and ensure they are up to date and accurate.
 - Maintain scholarship records for all student athletes and provide reporting to appropriate department as needed.
 - Maintain and review student athletes' transcripts to ensure eligibility is met.
 - Coordinate mandatory study hall for individual teams and tutoring for at-risk student-athletes.
 - Coordinate one-on-one check-in with student athletes, minimum twice per semester.
 - Coordinate and collaborate with offices across campus to schedule workshops and lectures addressing academic achievement, career development, and personal development.
 -

Other Duties:

- Perform other duties and special projects as assigned

Work Environment: Work is generally performed in an office setting. Designated desk space to complete daily work. Some work and supervision will be on the athletic fields, facilities and Fitness Center.

Physical Demands: Must be able to lift up to 25 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 Job Description

Job Title:	Retention and Recruitment Specialist
Range:	Non-union
Grant-Funded:	Federal Grant
Reports to and Evaluated by:	Associate Dean for Strategic Initiatives for Adult, Career & Technical Education
Required Qualifications:	A bachelor's degree with coursework or related experience in education, education administration, teaching, counseling, and/or career services. Experience working with postsecondary students or adult learners. Familiarity with the needs of students in Adult Education (AE) programs. Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.
Desirable Qualifications:	Master's degree in Education or Counseling (or a related subject). Experience working with AE students. Familiarity with career guidance, American Job Centers, retention initiatives, Integrated Education and Training programs, and the Essential Employability Skills Framework.
Job Summary:	Under the direction of the Associate Dean for Strategic Initiatives, the Recruitment and Retention Specialist is responsible for supporting AE students as they enter and transition through Adult Education programs. The Specialist will serve as the AE liaison for student services, coordinating and developing student success initiatives and events. The Specialist will also work with department chair and the Career Services office to support those nearing HSEC completion. This role is also responsible for working with the local American Job Center to support a two-way referral system for AE programs.
Essential Job Functions	<ul style="list-style-type: none">• Collaborate with the local American Job Center to provide students with access to their services.

- Assist AE Faculty with the implementation of employability skills in their classes.
- Serve as the AE liaison with the Student Services department.
- Support the development of career pathway options and bridge programs for AE students.
- Work with the AE staff to recruit new students into the HSE and ESL programs
- Support AE students as they transition into and graduate from CTE programs.
- Serve as the AE liaison with the tutoring department to ensure students' needs are being met.
- Facilitate student relationships with their instructors by advocating on the students' behalf when necessary.
- Conduct college tours and coordinate guest speakers and workshops on behalf of AE programs.
- Visit AE classes to promote campus and community services.
- Represent AE programs at college events, community events, and other networking opportunities such as career fairs.
- Represent AE programs during the College's annual New Student Orientation.
- Support the development of and participate in orientations session for AE students.

Other Duties:

- Attend all required meetings and training sessions.
- Complete professional development activities as assigned.
- Perform other duties and special projects as assigned.

Work Environment:

Regular office and work schedule within an office environment, with standard office equipment available. This position may be required to work at off-campus sites one or more days a week. May need to work occasional evenings and weekends as defined by the needs of the department.

Physical Demands:

Have the ability to stand for a specified period of time to carry out essential and other duties of the job. Be able to carry textbooks, lift boxes weighing up to 15-20 lbs. up to 15% of the time.

Position Unit:

Administration - Exempt

- Professional Staff - Exempt
- Faculty, Local 1600, A.F.T.
- Adjunct Faculty, IEA-NEA
- Classified Staff - Excluded
- Classified Staff, Local 1600, A.F.T.
- Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- Classified Staff - Part-Time, Local 1600, A.F.T
- Classified Staff - Part-Time, Non-Union

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 _____

PROPOSED ACTION: THAT THE BOARD APPROVE LILIAN L
ESPINOZA AS THE NEW FT ACCOUNTS RECEIVABLE/CASHIER
EFFECTIVE AUGUST 14, 2023.

RATIONALE:

COST ANALYSIS: \$44,070.00

ATTACHMENT: NONE

PROPOSED ACTION:

THAT THE BOARD APPROVE THOMAS HOFFMAN AS THE NEW MORTON COLLEGE CHIEF OF CAMPUS POLICE, WITH AN AEEFFECTIVE START DATE OF AUGUST 7, 2023.

RATIONALE:

The Chief of Campus Police will coordinate and supervise all Campus Police activities, enforce applicable federal, state and local ordinances, and college rules and regulations.

Must ensure the safety of persons and college property. Accountable for managing all public safety, police and emergency management services, and proactively providing 24/7 security of college building and grounds, providing a safe environment for the college community, and enforcing all laws and applicable college policies and procedures.

The responsibilities and duties of the Chief of Campus Police may change as the needs of the college arise.

[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: \$115,000.00

ATTACHMENT: None

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That the Board approves the transition of Marisol Campos-Garcia from Interim Director of Student Activities to Director of Student Activities effective July 1, 2023.

RATIONALE:

To fill the vacancy of Director of Student Activities.

COST ANALYSIS: Salary \$70,000.00

ATTACHEMENTS:

N/A

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That the Board approves the salary correction of Erika Alonso, Data Support Specialist effective 05/1/2023.

RATIONALE:

The updated job description of the Data Support Specialist changed from Range II to Range III was approved on April 26, 2023.

COST ANALYSIS: Per CBA

ATTACHEMENTS:

N/A

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

PROPOSED ACTION: THE BOARD APPROVES AN EMPLOYEE STATUS CHANGE FOR EARLIANA MCLAURIN. STATUS CHANGE FROM PART-TIME INSTRUCTIONAL TECHNOLOGIST LIAISON TO FULL-TIME INSTRUCTIONAL TECHNOLOGIST WITH AN EFFECTIVE DATE OF SEPTEMBER 1, 2023.

RATIONALE: ADDITIONAL SUPPORT FOR ONLINE LEARNING SERVICES AND INCREASED DEPLOYMENT OF ONE-TO-ONE DEVICES

COST ANALYSIS: \$64,081.00

ATTACHMENTS: EMPLOYEE STATUS CHANGE FORM

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

PROPOSED ACTION: THAT THE BOARD APPROVE Cynthia Young to transfer from the position of Nursing Faculty to Faculty, Nursing Simulation Coordinator effective August 17, 2023.

RATIONALE

Simulation Coordinator position is needed to have a coordinator to work with faculty to develop high and low fidelity simulation scenarios to enhance student learning

COST ANALYSIS: Faculty paid according to Salary Schedule using step and lane. 15 ECH per semester as directed by board agreement

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That the Board approves Jessica Patterson as the Full-Time Dispatcher for the afternoon shift effective August 28, 2023.

RATIONALE:

To meet the needs of dispatching in the Campus Police Department to provide valuable service to students, staff, and community.

COST ANALYSIS: \$18.50 per hour

ATTACHEMENTS:

N/A

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

PROPOSED ACTION: THAT THE BOARD APPROVE **Jordi Murillo** AS A NEW **Student Aide** FOR THE **Multi-Media Department** WITH AN EFFECTIVE START DATE OF **8-21-23**

RATIONALE

To help with Multi-Media and learn skills within the department

COST ANALYSIS:

\$13/ hour

PROPOSED ACTION: THAT THE BOARD APPROVE THE HIRING OF JOSEPH CHIAPPETTA FOR THE PT POSITION OF CLINICAL COORDINATOR, PARAMEDIC PROGRAM, EFFECTIVE 07/24/2023.

RATIONALE: Mr. Chiappetta is a highly qualified internal candidate for this position. He has a history with Morton College as an adjunct instructor in the EMT program.

COST ANALYSIS: \$30/hr.

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

PROPOSED ACTION: HIRING OF ANDREW MCDONALD AS AN ADJUNCT FOR THE ADULT & CAREER TECHNICAL EDUCATION DEPARTMENT – AUTOMOTIVE TECHNOLOGY WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE

Since the passing away of former adjunct instructor we have been searching for candidates to fill the position to teach classes. Mr. Mcdonald has the experience and knowledge and will be an asset to Morton College

COST ANALYSIS:

\$873.12 per credit hour

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

PROPOSED ACTION: HIRING OF KRISTOFER KOWALSKI AS AN ADJUNCT FOR THE ADULT & CAREER TECHNICAL EDUCATION DEPARTMENT – AUTOMOTIVE TECHNOLOGY WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE

Since the passing away of former adjunct instructor we have been searching for candidates to fill the position to teach classes. Mr. Kowalski has the experience and knowledge and will be an asset to Morton College

COST ANALYSIS:

\$988.33 credit hour

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THE BOARD APPROVES JOSUE SILVA AS A NEW ADJUNCT FACULTY- IN THE SPEECH DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE SPEECH 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 RYAN NORRENBURNS AS A NEW ADJUNCT FACULTY- IN THE SOCIOLOGY DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE SOCIOLOGY 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 MEGAN STAGL AS A NEW ADJUNCT FACULTY- IN THE MUSIC DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE MUSIC 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 TINIA MONTFORD AS A NEW ADJUNCT FACULTY- IN THE ENGLISH DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE ENGLISH 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 VANESSA BOTTS AS A NEW ADJUNCT FACULTY- IN THE SPANISH DEPARTMENT WITH AN EFFECTIVE START DATE OF AUGUST 17, 2023.

RATIONALE: THIS HIRE WILL REPLACE A RECENT ADJUNCT FACULTY RESIGNATION AND SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE SPANISH DEPARTMENT.

COST ANALYSIS: \$964.23 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 ANDREA ZAMBRANO AS A NEW STUDENT AIDE FOR THE LIBRARY WITH AN EFFECTIVE START DATE OF 08/21/2023.

RATIONALE

To support the librarians with daily operations of the college library by performing routine library duties such as checking material in and out, locating and shelving items, and assisting patrons with routine library usage.

COST ANALYSIS:

13.00/Hourly (FWS)

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

PROPOSED ACTION: THE BOARD APPROVE CARA BONICK AS A NEW ADJUNCT FACULTY FOR THE PTA PROGRAM WITH AN EFFECTIVE START DATE OF AUGUST 21, 2023.

RATIONALE THIS HIRE WILL SUPPORT THE NEED FOR ADJUNCT FACULTY IN THE PHYSICAL THERAPY DEPARTMENT.

COST ANALYSIS: \$940.71 per credit hour