



Morton College

Regular Meeting

Wednesday, August 26, 2020 11:00 AM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527

COOK COUNTY, ILLINOIS

Agenda for the Regular Meeting

Wednesday, August 26, 2020

Agenda for the Regular Meeting of the Morton College Board of Trustees of Illinois Community College District No. 527, Cook County, to be held at 11:00 AM on Wednesday, August 26, 2020, in the in the form of a teleconference call..

Notice: The Illinois General Assembly recently passed certain amendments to the Government Emergency Administration Act during its recently concluded special session which will allow local governments and public bodies to hold meetings without having a quorum physically present during a declared public health disaster, such as the current COVID-19 pandemic. On May 29, 2020 Governor Pritzker issued Executive Order 2020-38, a new Disaster Declaration covering all counties in Illinois which satisfies this requirement. Due to this Executive Order and the newly passed amendments, the August 26, 2020 meeting will be held electronically via telephone conference as an in-person meeting would not be practical or prudent because of the disaster. Board members and members of the public may dial the following call-in number to attend.

Dial-In Number: 866-678-6823

Conference Pass code: 6273476

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Swearing In of Student Member, Andy Avalos

5. Citizen Comments

Persons attending the teleconference meeting are expected to follow the guidelines outlined in Board Policy 1.6.7, Conduct of Meetings. In lieu of attendance, public comment may also be emailed to trustees@morton.edu at least one (1) hour before the meeting and any public comments received will be read into the record. Please be sure to include your name, town/affiliation, and the item you wish to address.

6. Recognition

6. 1. Amy Green MSN, RN. Faculty Nursing Department, 2020 Nurse Educator Fellow

Recipient

7. Reports

7. 1. ICCTA-ACCT

7. 2. Student Member Andy Avalos 8

8. President's Report

8. 1. Strategic Enrollment Plan

8. 2. Institutional Advancement

8. 3. Finance Review

9. Consent Agenda

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

9. 2. Approval of the Minutes of the Special Board Meeting held on July 22, 2020. 9

9. 3. Approval and Ratification of Accounts Payable and Payroll in the amount of \$3,852,312.00 and Budget Transfer in the amount of \$71,106.00, for the month of June 2020, as submitted 14

9. 4. Approval and Ratification of Accounts Payable and Payroll, in the amount of \$4,113,533.00, and Budget Transfers, in the amount of \$0, for the month of July 2020, as submitted. 64

9. 5. Approval of the Monthly Budget Report for fiscal year to date ending in June 2020 to be received and approved, as submitted. 114

9. 6. Approval of the Monthly Budget Report for fiscal year to date ending July 2020 to be received and approved as submitted. 129

9. 7. Approval of the Monthly Treasurer's Report for June 2020 to be received and filed for audit, as submitted. 143

9. 8. Approval of the Monthly Treasurer's Report for July 2020 to be received and filed for audit, as submitted. 146

9. 9. Approval of the membership with The Higher Ed Recruitment Consortium (HERC), effective July 1, 2020 to June 30, 2021, in the amount of \$3,350.00, as submitted. 148

9. 10. Approval of the payment to The Higher Learning Commission (HLC), for the Base and FTE dues, for fy 20-21, in the amount of \$5,902.40, as submitted. 161

9. 11. Approval of the payment to The Higher Learning Commission (HLC), for the Welding Technology/Welder Certificate, in the amount of \$975.00, as submitted. 162

9. 12. Approval of the continued institutional membership with Illinois Association of School Administrators (IASA), from July 1, 2020 to June 30, 2021, in the amount of \$2,326.00, as submitted. 163

9. 13. Approval of the first reading of the Board Policy 4.1., Employment. 164

9. 14. Approval of the proposed Board Policy 8.2.1., Comprehensive Non Discrimination, 167

Sexual Harassment or Misconduct, Harassment and Retaliation Policy. Combining Board policies 8.2.1 and 6.5 to create an amended policy 8.2.1., as presented at the July 22, 2020, Special Board Meeting.

9. 15. Approval of the first reading of Board Policy 8.29., Corona-Virus Pandemic Policy.	179
9. 16. Approval of the first reading of Board Policy 8.3.0., Alumni Tuition Waiver.	184
9. 17. Approval of the Articulation Agreement with the University of Phoenix and Morton College.	187
9. 18. Approval of the Service Agreement with the University of Phoenix and Morton College.	198
9. 19. Approval of the change order for the additional work required for the repairs, of the formerly known Rocket Express Property, by Alden Bennett, in the amount of \$30,000.00, as submitted.	209
9. 20. Approval of the purchase of welding lab equipment from Praxair, in the amount of \$48,084.00, as submitted.	213
9. 21. Approval of the purchase of 60 laptop computers for full-time Faculty from CDW.G, LLC, in the amount of \$54,525.60, funded from the Institutional CARES Grant.	216
9. 22. Approval of the purchase of up to 600 laptops for Morton College students, from CDW-G, in the amount of \$213,840.00, funded from the Institutional CARES Grant.	219
9. 23. Approval of the Faculty Differential Pay Report for Summer Semester 2020, in the amount of \$9,263.14, as submitted, pending additional class cancellations and/or additions.	222
9. 24. Approval of the Adjunct Faculty Consultation Hours Report for Summer Semester 2020, in the amount of \$1,926.52, as submitted.	224
9. 25. Approval of Follett ACCESS First Amendment to Bookstore Operating Agreement between Morton College and Follett Higher Education Group, Inc., effective July 22, 2020, as submitted.	227
9. 26. Approval of the Agreement with Global Music Rights, LLC., for the non-exclusive right to perform compositions publicly, or cause to be performed publicly solely at licensee's universities via the accepted means: Campus Radio Station.	234
9. 27. Approval of the gymnasium bleacher proposal by Carroll Seating, Inc., in the amount of \$281,972.35, as submitted.	247
9. 28. Approval of the baseball scoreboard proposal by Correct Digital Display, in the amount of \$43,798.00, as submitted.	255
9. 29. Approval of the softball scoreboard proposal by Correct Digital Displays, in the amount of \$40,995.00, as submitted.	261
9. 30. Approval of the Resolution adopting the On-Site Food Pantry Agreement between Morton Community College District 527 and the Greater Chicago Food Depository.	267
9. 31. Approval of the Resolution adopting an Affiliation Agreement between Morton	272

Community College District 527 and British Home for retired men and women, aka Cantana Adult Life Services.	
9. 32. Approval of the Resolution adopting an Affiliation Agreement between Morton Community College District 527 and Elemental Care Health and Wellness Center, LCC.	297
9. 33. Approval of the Resolution adopting an Affiliation Agreement between Morton Community College District No. 527 and Seasons Hospice & Palliative Care of Illinois.	319
9. 34. Approval of the Resolution adopting an Affiliation Agreement between Morton Community College District 527 and Loretto Hospital.	333
9. 35. Approval of the Resolution adopting an Affiliation Agreement between Morton Community College District 527 and Chicago Academy for the Arts.	356
9. 36. Approval of a Collective Bargaining Agreement Between The Board of Trustees of Morton Community College, Community College District 527 and Morton College Chapter, Cook County Teachers Union, Local 1600, A.F.T. (Effective August 16, 2019 through August 15, 2024).	379
9. 37. Approval of an Agreement between Morton Community College District 527, and the Morton College Faculty Union, Cook County Teachers Union, Local 1600, regarding instructional modalities.	435
9. 38. Approval of a Collective Bargaining Agreement Between The Board of Trustees of Morton Community College, Community College District 527 and Morton College Classified Staff Federation, Cook County Teachers Union, Local 1600, A.F.T. (Effective July 1, 2019 through June 30, 2024).	439
9. 39. Approval of Non Union Compensation and Employment Agreements for fy 21, effective July 1, 2020, as submitted.	503
9. 39. 1. Marlena Avalos-Thompson, Associate Dean of Academic Services, \$89,715.87	506
9. 39. 2. Michael Brown, Associate Dean of Student Services, \$79,177.50	517
9. 39. 3. Laurie Cashman, Dean of Adult Ed and Career and Technical Education, \$108,675.00	528
9. 39. 4. Irina Cline, Director of Community and Continuing Education, \$72,450.00	539
9. 39. 5. Carissa Davis, Director of Financial Aid, \$85,764.00	550
9. 39. 6. Sally Delgado, Director of Development and Alumni Relations, \$80,659.00	560
9. 39. 7. Lydia Falbo, Dean of Nursing and Health Sciences, \$120,011.36	571
9. 39. 8. Stanley Fields, President, \$249,773.79	582
9. 39. 9. Joseph Florio, Director of Campus Operations and Facilities, \$98,325.00	597
9. 39. 10. Alison Gehrke, Associate Dean of PTA and Health Sciences, \$105,000.00	608
9. 39. 11. Blanca Jara, Executive Director of Institutional Advancement, \$87,975.00	619
9. 39. 12. Micheal Kott, Associate Dean, Learning Resource Center, \$99,847.67	630
9. 39. 13. Ronald Lullo, Director of Human Resources/Title IX Coordinator,	641

	\$102,465.00	
9. 39. 14.	Frank Marzullo, Vice President of Administrative Services/Inspector General, \$188,690.85	652
9. 39. 15.	Gabriela Mata, Director of Students Activities, \$58,995.00	664
9. 39. 16.	Keith McLaughlin, Provost, \$198,402.26	675
9. 39. 17.	Claudia Mosqueda, Associate Dean of Adult and Career Technical Education, \$83,313.60	687
9. 39. 18.	Courtney O'Brien, Director of Admissions and Records/Registrar, \$80,000.00	698
9. 39. 19.	Vanessa Parrish, Director of Corporate Education, \$76,472.90	709
9. 39. 20.	Mireya Perez, Chief Financial Officer-Treasurer, \$130,615.97	720
9. 39. 21.	Suzanna Raigoza, Senior Accountant, \$74,623.50	732
9. 39. 22.	Liliana Raygoza, Executive Assistant to the Associate Provost, \$49,680.00	743
9. 39. 23.	Melissa Ridyard, Executive Assistant to the Vice President of Administrative Services/Inspector General, \$68,206.50	753
9. 39. 24.	Michael Rose, Associate Dean for Strategic Initiatives, Adult and Career Technical Education, \$75,000.00	763
9. 39. 25.	Ruben Ruiz, Chief Information Officer, \$136,156.32	774
9. 39. 26.	Maria Sanchez Anderson, Executive Assistant of the President/Clerk of the Board, \$88,218.23	785
9. 39. 27.	Mariam Samarah, Human Resource Benefit Administrator, \$60,000.00	795
9. 39. 28.	Derek Shouba, Associate Provost, \$122,607.14	806
9. 39. 29.	Erika Tejada, Director of ACTE Grants and Compliance, \$76,862.21	817
9. 39. 30.	John Treiber, Athletic Director, \$115,000.00	828
9. 39. 31.	Erin Strauts, Director of Institutional Research, \$79,000.00	839
9. 39. 32.	Ana Valdez, Executive Assistant to the Provost, \$51,050.00	850
9. 39. 33.	Wendy Vega-Huezo, Senior Associate Director of Human Resources, Training and Development, \$81,629.42	860
9. 39. 34.	Marisol Velazquez, Dean of Student Services, \$118,650.33	871
9. 39. 35.	Brandie Windham, Associate Dean of Arts and Sciences, \$77,625.00	882
9. 40.	Approval of New Job Description	
9. 40. 1.	Director of Fitness & Nutrition	893
9. 41.	Approval of Full-Time Employment	
9. 41. 1.	Tommy Lee, Assistant Fitness Center Manager, \$31,200.00, effective September 14, 2020.	
9. 41. 2.	Tom Welsh, Assistant Nutrition Manager, \$31,200.00, effective September 14, 2020.	
9. 41. 3.	Mary Beth Hutches, Nursing Faculty, effective August 24, 2020.	

9. 42. Approval of Part-Time Employment

9. 42. 1. Geanabelle Chapp, Nursing Adjunct, effective August 24, 2020.

9. 43. Approval of Resignation

9. 43. 1. Geanabelle Chapp, Nursing Faculty, effective August 21, 2020.

9. 43. 2. Caprice Smith, Athletic Retention and Compliance Specialist, effective August 30, 2020.

10. Adjournment

Student Report to the Board

August 2020

Date	Event	Organization
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July 30th	Drive-In Movie Night	CommUNITY, Library & SAO
Morton College hosted it's first Drive-In Movie Night with over 100 community members. The movie feature was The Blind Side.		

August 10-14th	New Student Orientation	OAR & SAO
Morton College hosted its first Virtual New Student Orientation. The event was held over Zoom and students participated in a GooseChase scavenger hunt.		

August 21st	Virtual Chat	SAO
The Student Activities Office hosted a virtual chat to learn more about our clubs and organizations and what they need to success, recruit, and retain student leaders.		

August 24th	Welcome Week	SAO
Most of the Welcome Week activities are virtual this year and a way to keep our students engaged and entertained is through. The GooseChase application. Students kicked off the week with a fun and interactive scavenger hunt.		

August 25th	Welcome Week	OAR & SAO
Our Recruitment Specialist, Diego Aleman, Gave our students a tour of the campus through Facebook Live and answered questions from all current, new, and incoming students.		

August 26th	Welcome Week	Library & SAO
The College is scheduled to host another drive-in movie night and anticipates a larger crowd. The movie feature for this event is Scoob.		

August 27th	Welcome Week	NSLS & SAO
The student leaders from the National Society of Leadership and Success will be hosting a virtual event to help students with questions about the organization and encourage them to accept their membership invitation.		

August 28th	Welcome Week	SGA & SAO
Our new Student Government Association President will be leading a workshop on goal setting through the creation of vision boards.		

Submitted By: Andy Avalos



MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527
COOK COUNTY, ILLINOIS

Minutes for the Special Meeting

Wednesday, July 22, 2020

A Special Meeting of the Board of Trustees of Morton College was held Wednesday, July 22, 2020, beginning at 11:00 AM in the form of a teleconference call.

1. Call to Order

The Special Meeting of the Board of Trustees of Illinois Community College District No. 527 was called to order by Board Chair Frances F. Reitz, at 11:05 AM on Wednesday, July 22, 2020, in the form of a teleconference call.

2. Roll Call

Present:

Fran Reitz, Chair
Anthony Martinucci, Vice Chair
Jose Collazo, Secretary (by phone)
Susan Banks, Trustee (by phone)
Joseph Belcaster, Trustee (by phone)
Susan Grazzini, Trustee (by phone)

Absent:

Frank J. Aguilar, Trustee

Also Present:

Dr. Stanley Fields, President
Michael Delgado, Attorney, Del Galdo Law Group, LL

3. Citizen Comments

Persons attending the teleconference meeting are expected to follow the guidelines outlined in Board Policy 1.6.7, Conduct of Meetings. In lieu of attendance, public comment may also be emailed to trustees@morton.edu at least one (1) hour before the meeting and any public comments received will be read into the record. Please be sure to include your name, town/affiliation, and the item you wish to address.

NONE

4. Consent Items

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

Trustee Martinucci made a motion to remove from the Consent Agenda, items 4.8, 4.9 and 4.10, as listed below.

Trustee Belcaster seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

Trustee Belcaster made a motion to approve the items in the Consent Agenda as amended, which excludes agenda items 4.1 through 4.7 and 4.11 through 4.17, as listed below.

Trustee Reitz seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

4. 2. Approval of the Minutes of the Regular Board Meeting held on June 24, 2020.
4. 3. Approval of the premium for Liability Insurance Coverage from Illinois Community College Risk Management Consortium for fy21, in the amount of \$270,784.00, as submitted.
4. 4. Approval of the continued institutional membership in the Illinois Council of Community College Presidents (ICCCP) for fy21, in the amount of \$2,750.00 and the ICC Marketing Collaborative, in the amount of \$1500.00 (2nd of 3 annual installments), as submitted.
4. 5. Approval of the purchase of 90 desktop computers and 60 monitors from CDW•G, for the upgrade of three classroom systems for fy21, in the amount of \$126,744.30, as submitted.
4. 6. Approval of the additional work required to fully complete the air handling unit upgrade already in progress by Johnson Controls, Inc., in the amount of \$49,715.00, as submitted.
4. 7. Approval of the Resolution accepting and approving Minor & East, Inc., as the apparent responsible and responsive bidder for the Morton College Stem Classroom Conversion Project, for a contract amount of \$130,484.00, as submitted.
4. 8. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater stage lighting.
4. 9. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater stage rigging and curtains.
4. 10. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater audio/visual system.
4. 11. Approval of the renewal of the Greater Chicago Food Depository Program Partner On Site Pantry Agreement, from July 27, 2020 - December 31, 2020, as submitted.

4. 12. Approval of the softball field renovation by Sports Field, Inc., in the amount of \$34,400.00, as submitted.
 4. 13. Approval of the baseball field renovation by Turf Specialist Inc., in the amount of \$38,100.00, as submitted.
 4. 14. Approval of the baseball infield and warning track installation proposal by Van's Enterprises, in the amount of \$42,884.00, as submitted.
 4. 15. Approval of the first reading of proposed Board Policy 8.2.1 Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy. Combining Board policies 8.2.1 and 6.5 to create an amended policy 8.2.1.
 4. 16. Approval of the Resolution accepting and approving The Graphic Edge, as the lowest responsible and responsive bidder for the purchase of athletic apparel from July 1, 2020 to June 30, 2023, for a rebate amount of \$9,000.00, as submitted.
 4. 17. Approval of the Resolution approving and adopting an athletic training services agreement between Morton College and Athletico Management, LCC, from July 1, 2020 to June 30, 2023, in the amount of \$75,250.00 each year, as submitted.
5. Approval of New Job Description

Trustee Martinucci made a motion to approve New Job Descriptions, items 5.1 and 5.2, as listed below.

Trustee Belcaster seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

5. 1. Assistant Fitness Center Manager

5. 2. Assistant Nutrition Center Manager

6. Approval of Full-Time Employment

Trustee Martinucci made a motion to approve Full-Time Employment, items 6.1 through 6.4, as listed below.

Trustee Belcaster seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

6. 1. Carla Fortuna, Athletic and Fitness Center Programs Assistant, effective August 10, 2020.

6. 2. Christine Garbe, Nursing Faculty, effective August 10, 2020.

6. 3. Roseanne Aburto, Nursing Lab Support Assistant, \$21.00 per hour, effective August 10, 2020

6. 4. Dana Kraft, College Health Registered Nurse, \$65,000.00, effective August 10, 2020.

Chair, Reitz stated that agenda action items, 4.8, 4.9, and 4.10 were next for Consent.

Dr. Fields noted that the bids were open on Monday, July 20th, and the lowest responsible and responsive bidder for the Jedlicka Theater stage lightning was a company name Protolight Inc, for the amount of \$92,500.00

Trustee Martinucci made a motion to approve the lowest responsible and responsive bidder, Protolight Inc., in the amount of \$92,500.00 for agenda item 4.8., as listed below.

Trustee Collazo seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

4. 8. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater stage lighting.

Dr. Fields stated that for the stage rigging and curtains bids were open on Monday, July 20th and the apparent lowest and responsible and responsive bidder was a company name Barbizon Lighting Company in the amount of \$99,600.00 for the Theater stage lighting, and he recommended the approval.

Trustee Martinucci made a motion to approve the apparent lowest responsible and responsive bidder, Barbizon Lighting Company in the amount of \$99.600.00 for agenda item 4.9. as listed below

Trustee Belcaster seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

4.9. Approval of the lowest apparent responsible and responsive bidder for the Jedlicka Theater stage rigging and curtains

Dr. Fields stated that for action item 4.10. the bids were accepted and opened on Monday, July 20th, and the apparent lowest and responsible bidder was a company name Bidder Sound Investment, in the amount of \$132,259.64.

Chair Reitz, asked if other contractors picked up a bid but did send a bid? Dr. Fields answered that she was correct.

Trustee Martinucci made a motion to approve the sole bidder Bidder Sound Investment, in the amount of \$132,259.64 for agenda item 4.10. as listed below.

Trustee Reitz seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

4.10. Approval of the apparent responsible and responsive bidder for the Jedlicka Theater audio/visual system.

7. Adjournment

Trustee Martinucci moved to adjourn the Regular Meeting of the Board.

Trustee Belcaster seconded the motion.

Ayes: Trustees, Reitz, Martinucci, Collazo, Aguilar, Banks, Belcaster, Grazzini

Nays: None.

Motion carried.

This meeting was adjourned at 11:13 a.m.

Frances F. Reitz, Board Chair

Jose Collazo, Secretary of Board

From: [Mireya Perez](#)
To: [Ana L Valdez](#)
Subject: FW: Action Item 8.1 for 8/26/2020 Board Meeting
Date: Friday, August 14, 2020 10:34:33 AM
Attachments: [Board AS Totals 6.30.20.pdf](#)
[BT 6.30.20.pdf](#)
[CK Register 6.30.20.pdf](#)
[Over 10K Jun 2020.pdf](#)
[Payroll Register 6.15.20.pdf](#)
[Payroll Register 6.30.20.pdf](#)

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: Mireya Perez
Sent: Friday, August 14, 2020 8:35 AM
To: Stan Fields <stan.fields@morton.edu>
Cc: Maria Sanchez Anderson <maria.anderson@morton.edu>; Ana L Valdez <ana.valdez@morton.edu>
Subject: FW: Action Item 8.1 for 8/26/2020 Board Meeting

Approved.

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Thursday, August 13, 2020 4:05 PM

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

Subject: Action Item 8.1 for 8/26/2020 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JUNE 2020 IN THE AMOUNT OF \$3,852,312 AND BUDGET TRANSFERS IN THE AMOUNT OF \$71,106 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,

Suzanna Raigoza
Senior Accountant
Morton College
3801 S Central Ave
Cicero, IL 60804
P: 708-656-8000 ext 2305
F: 708-656-3194

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BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of June, 2020 be approved and/or ratified in the amount of \$3,852,312 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	06/30/2020	831,877
Payroll	06/15/2020	733,418
Payroll	06/30/2020	741,257
Student Refunds	06/30/2020	<u>592,442</u>
		2,898,994

O&M Restricted Fund (03)

Cash Disbursements - Monthly	06/30/2020	<u>953,318</u>
TOTAL ALL FUNDS		<u><u>\$3,852,312</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$71,106 be approved as outlined on the attached Journal No. 1-2 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 26th day of August by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Morton College				
Budget Transfers				
June 2020				
	<u>GL Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
1	01-6040-60202-530400000	Athletic Administration: Maintenance Srvc		558
	01-6040-60202-540600005	Athletic Administration: Memberships		500
	01-6040-60202-550100015	Athletic Administration: Meal Money		1,457
	01-6040-60202-550100020	Athletic Administration: Transportation		7,091
	01-6040-60202-530900000	Athletic Administration: Other Contract Srvc	9,606	
2	06-1030-99120-520900005	Carl Perkins Grant: Employees Professional Dev		61,500
	06-1030-99120-540100200	Carl Perkins Grant: Instr Supplies	48,300	
	06-1030-99120-540100205	Carl Perkins Grant: Inst Equip <\$5000	13,200	
		Total Budget Transfers	71,106	71,106

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
0090610	06/15/20	Recon	0156097	ACI Payments, Inc.	V0130931	06/12/20		4,555.37		4,555.37
								4,555.37		4,555.37
0090611	06/15/20	Outst	0192221	Mr. Jorge Andrade	V0130680	06/08/20		150.00		150.00
								150.00		150.00
0090612	06/15/20	Recon	0200461	Tiffany A. Bohm	V0129396	05/18/20		1,800.00		1,800.00
								1,800.00		1,800.00
0090613	06/15/20	Recon	0197675	Mr. Michael T. Brown	V0130678	06/08/20		300.00		300.00
								300.00		300.00
0090614	06/15/20	Recon	0000995	Bureau Water/Sewer Town	V0130901	06/10/20		191.34		191.34
					V0130902	06/10/20		191.34		191.34
					V0130903	06/10/20		191.34		191.34
					V0130904	06/10/20		191.34		191.34
					V0130906	06/10/20		345.31		345.31
								1,110.67		1,110.67
0090615	06/15/20	Recon	0159466	Ms. Isabel Cervantes	V0130684	06/08/20		89.48		89.48
								89.48		89.48
0090616	06/15/20	Recon	0185675	Edwin O. Chavez	V0130597	06/02/20		103.92		103.92
								103.92		103.92
0090617	06/15/20	Recon	0001675	Chronicle of Higher Educ	V0130709	06/09/20		139.00		139.00
								139.00		139.00
0090618	06/15/20	Outst	0199668	Johendry J. Colmenares	V0130325	05/26/20		300.00		300.00
								300.00		300.00
0090619	06/15/20	Recon	0000794	Ms. Janet M. Crockett	V0130371	05/27/20		187.73		187.73
								187.73		187.73
0090620	06/15/20	Recon	0195025	Mr. Jason R. Edgar	V0130422	05/28/20		103.54		103.54
								103.54		103.54
0090621	06/15/20	Recon	0195628	Lola Falbo	V0130665	06/04/20		194.25		194.25
								194.25		194.25

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0090622	06/15/20	Recon	0000814	Mrs. Martha A. Favela	V0130706	06/09/20		375.00		375.00
								375.00		375.00
0090623	06/15/20	Recon	0000838	Mrs. Brenda M. Garcia-Se	V0130688	06/08/20		363.81		363.81
								363.81		363.81
0090624	06/15/20	Recon	0000724	Dr. Brian R. Gilligan	V0130381	05/27/20		389.36		389.36
								389.36		389.36
0090625	06/15/20	Recon	0001226	Raymond W Konrath	V0130900	06/10/20		60.00		60.00
								60.00		60.00
0090626	06/15/20	Recon	0176045	London Review of Books	V0130708	06/09/20		39.95		39.95
								39.95		39.95
0090627	06/15/20	Recon	0167581	Mr. Salvador Martinez Jr	V0130675	06/08/20		150.00		150.00
								150.00		150.00
0090628	06/15/20	Recon	0183993	Dr. Shannon Martino	V0130679	06/08/20		395.00		395.00
								395.00		395.00
0090629	06/15/20	Recon	0003232	Ms. Lisa A. Mathelier	V0130382	05/27/20		530.00		530.00
								530.00		530.00
0090630	06/15/20	Recon	0199048	Nandani S. Morales	V0130598	06/02/20		500.00		500.00
								500.00		500.00
0090631	06/15/20	Recon	0170144	The New York Review of B	V0130710	06/09/20		89.95		89.95
								89.95		89.95
0090632	06/15/20	Recon	0002913	Dr. Dennis M. Pearson	V0130421	05/28/20		98.78		98.78
								98.78		98.78
0090633	06/15/20	Void	0000726	Dr. Jennifer L. Reft						
0090634	06/15/20	Recon	0195019	Mr. David Roselund	V0130297	05/21/20		467.14		467.14
								467.14		467.14

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0090635	06/15/20	Recon	0001390	Unum Life Ins Co of Amer	V0130664	06/04/20		337.40		337.40
								337.40		337.40
0090636	06/15/20	Recon	0055604	Ana L. Valdez	V0130666	06/04/20		45.99		45.99
								45.99		45.99
0090828	06/15/20	Recon	0000995	Bureau Water/Sewer Town	V0130905	06/10/20		863.32		863.32
								863.32		863.32
0090829	06/15/20	Recon	0001375	AXA Equitable Equi-Vest	V0130882	06/15/20		2,106.00		2,106.00
								2,106.00		2,106.00
0090830	06/15/20	Recon	0177469	Bright Start College Sav	V0130883	06/15/20		100.00		100.00
								100.00		100.00
0090831	06/15/20	Recon	0001422	CCCTU-Cope Fund	V0130884	06/15/20		136.00		136.00
								136.00		136.00
0090832	06/15/20	Recon	0001374	College & University Cre	V0130886	06/15/20		200.00		200.00
								200.00		200.00
0090833	06/15/20	Recon	0001371	Colonial Life & Accident	V0130887	06/15/20		12.00		12.00
								12.00		12.00
0090834	06/15/20	Recon	0191845	Metropolitan Alliance of	V0130889	06/15/20		269.00		269.00
								269.00		269.00
0090835	06/15/20	Outst	0101061	Morton College Faculty	V0130885	06/15/20		11.12		11.12
								11.12		11.12
0090836	06/15/20	Recon	0001372	Morton College Teachers	V0130891	06/15/20		1,600.25		1,600.25
								1,600.25		1,600.25
0090837	06/15/20	Recon	0001372	Morton College Teachers	V0130890	06/15/20		2,456.03		2,456.03
								2,456.03		2,456.03
0090838	06/15/20	Recon	0001513	SEIU Local 73 Cope	V0130892	06/15/20		9.00		9.00
								9.00		9.00

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0090839	06/15/20	Recon	0001373	Service Employees Intl U	V0130893	06/15/20		457.81		457.81
								457.81		457.81
0090840	06/15/20	Recon	0001563	State Disbursement Unit	V0130894	06/15/20		50.00		50.00
					V0130895	06/15/20		138.86		138.86
								188.86		188.86
0090841	06/15/20	Recon	0001161	State Univ Retirement Sy	V0130896	06/15/20		64,797.62		64,797.62
								64,797.62		64,797.62
0090842	06/15/20	Recon	0001370	TIAA-CREF	V0130888	06/15/20		750.00		750.00
					V0130897	06/15/20		2,783.53		2,783.53
								3,533.53		3,533.53
0090843	06/15/20	Recon	0001376	VALIC	V0130898	06/15/20		1,903.16		1,903.16
								1,903.16		1,903.16
0090844	06/15/20	Recon	0179876	Voya Retirement Insuranc	V0130899	06/15/20		1,227.40		1,227.40
								1,227.40		1,227.40
0090845	06/15/20	Recon	0190089	3OE Solutions	V0130947	06/12/20	B0003244	4,333.00		4,333.00
								4,333.00		4,333.00
0090846	06/15/20	Recon	0169985	A. Lange Consulting, LLC	V0130713	06/09/20	B0003330	440.00		440.00
								440.00		440.00
0090847	06/15/20	Recon	0171475	ABC Automotive Electroni	V0130946	06/12/20	B0003402	2,613.87		2,613.87
								2,613.87		2,613.87
0090848	06/15/20	Recon	0000962	Airgas USA, LLC	V0130911	06/10/20	B0003043	110.24		110.24
								110.24		110.24
0090849	06/15/20	Recon	0205001	ALL Construction Group	V0130916	06/10/20	B0003388	84,905.10		84,905.10
					V0130926	06/11/20	B0003406	61,184.52		61,184.52
								146,089.62		146,089.62
0090850	06/15/20	Recon	0190802	All-Types Elevators Inc	V0130711	06/09/20	B0003401	665.00		665.00
								665.00		665.00

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0090851	06/15/20	Recon	0203818	J.M. Allen and Associate	V0131014	06/12/20	P0009061	4,939.00		4,939.00
								4,939.00		4,939.00
0090852	06/15/20	Recon	0205232	Almy Educational Consult	V0130992	06/12/20	P0009049	2,072.00		2,072.00
								2,072.00		2,072.00
0090853	06/15/20	Recon	0188188	Amazon Capital Services	V0130672	06/04/20	B0003399	83.36		83.36
					V0130712	06/09/20	B0003396	2,067.52		2,067.52
					V0130945	06/12/20	B0003384	295.42		295.42
					V0130962	06/12/20	P0009020	1,660.87		1,660.87
					V0130965	06/12/20	P0009023	406.07		406.07
					V0130973	06/12/20	P0008983	794.97		794.97
					V0131036	06/15/20	B0003399	592.48		592.48
								5,900.69		5,900.69
0090854	06/15/20	Recon	0000977	Apple, Inc.	V0130993	06/12/20	P0008919	3,597.00		3,597.00
					V0130994	06/12/20	P0008919	1,731.00		1,731.00
					V0130995	06/12/20	P0008919	243.00		243.00
					V0130996	06/12/20	P0008918	577.00		577.00
					V0130997	06/12/20	P0008918	27.00		27.00
					V0130998	06/12/20	P0008918	1,399.00		1,399.00
					V0130999	06/12/20	P0008917	1,399.00		1,399.00
					V0131000	06/12/20	P0008917	577.00		577.00
					V0131001	06/12/20	P0008917	27.00		27.00
					V0131002	06/12/20	P0008867	2,592.00		2,592.00
					V0131003	06/12/20	P0008867	1,794.00		1,794.00
					V0131004	06/12/20	P0008867	474.00		474.00
					V0131005	06/12/20	P0008867	33,570.00		33,570.00
								48,007.00		48,007.00
0090855	06/15/20	Recon	0155710	ASCA	V0131008	06/12/20	P0009059	297.00		297.00
								297.00		297.00
0090856	06/15/20	Recon	0198820	Asure Software	V0130918	06/10/20	B0003066	94.50		94.50
					V0130919	06/10/20	B0003066	94.50		94.50
					V0130920	06/10/20	B0003066	94.50		94.50
					V0130927	06/11/20	B0003066	94.50		94.50
					V0130928	06/11/20	B0003066	94.50		94.50
					V0130929	06/11/20	B0003066	94.50		94.50
								567.00		567.00
0090857	06/15/20	Recon	0000973	AT&T	V0130950	06/12/20	B0003375	929.68		929.68
								929.68		929.68

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0090858	06/15/20	Recon	0001953	AT&T Mobility	V0130910	06/10/20	B0003060	141.82		141.82
								141.82		141.82
0090859	06/15/20	Recon	0204917	Bienali Promotions, LLC	V0130957	06/12/20	P0009037	1,464.36		1,464.36
								1,464.36		1,464.36
0090860	06/15/20	Recon	0196243	Burlington English Propo	V0130669	06/04/20	P0008939	14,400.00		14,400.00
								14,400.00		14,400.00
0090861	06/15/20	Recon	0007998	Cassidy Tire & Service	V0130914	06/10/20	B0002939	204.43		204.43
								204.43		204.43
0090862	06/15/20	Recon	0001593	CDW-Government, Inc	V0130977	06/12/20	P0008869	1,176.49		1,176.49
					V0130984	06/12/20	P0008977	245.28		245.28
					V0130989	06/12/20	P0008977	3,965.36		3,965.36
					V0131019	06/12/20	P0008940	1,039.54		1,039.54
					V0131032	06/15/20	P0008988	3,616.94		3,616.94
								10,043.61		10,043.61
0090863	06/15/20	Recon	0001675	Chronicle of Higher Educ	V0130970	06/12/20	P0009032	3,000.00		3,000.00
								3,000.00		3,000.00
0090864	06/15/20	Recon	0001195	Cintas Corporation	V0130944	06/12/20	B0003065	291.75		291.75
								291.75		291.75
0090865	06/15/20	Recon	0204997	Clinical Pattern Recogni	V0130986	06/12/20	P0008970	2,862.00		2,862.00
								2,862.00		2,862.00
0090866	06/15/20	Recon	0201853	Club Automation, LLC	V0130982	06/12/20	P0009033	386.00		386.00
								386.00		386.00
0090867	06/15/20	Recon	0001752	Comcast	V0130683	06/08/20	B0002973	141.98		141.98
								141.98		141.98
0090868	06/15/20	Recon	0001676	Del Galdo Law Group, LLC	V0130691	06/08/20	B0002952	9,040.00		9,040.00
								9,040.00		9,040.00
0090869	06/15/20	Recon	0001711	Demonica Kemper Architec	V0128455	03/24/20	B0003317	98,953.05		98,953.05

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					V0128456	03/24/20	B0003317	71,150.02		71,150.02
					V0128457	03/24/20	B0003317	2,234.54		2,234.54
					V0128458	03/24/20	B0003317	2,013.33		2,013.33
					V0128459	03/24/20	B0003317	17,709.48		17,709.48
					V0128460	03/24/20	B0003317	27,055.22		27,055.22
					V0128461	03/24/20	B0003316	432.00		432.00
					V0128462	03/24/20	B0003316	558.96		558.96
					V0131023	06/12/20	B0003408	30,113.76		30,113.76
					V0131024	06/12/20	B0003408	7,444.58		7,444.58
					V0131025	06/12/20	B0003408	3,267.67		3,267.67
					V0131026	06/12/20	B0003409	202,253.16		202,253.16
					V0131027	06/12/20	B0003408	3,400.05		3,400.05
					V0131031	06/15/20	P0009050	14,500.00		14,500.00
								481,085.82		481,085.82
0090870	06/15/20	Recon	0001469	Diamond Graphics	V0130923	06/11/20	B0003404	967.50		967.50
					V0130924	06/11/20	B0003404	85.00		85.00
					V0130925	06/11/20	B0003404	250.00		250.00
					V0130991	06/12/20	P0009057	1,168.00		1,168.00
								2,470.50		2,470.50
0090871	06/15/20	Recon	0000989	Dick Blick	V0130695	06/08/20	B0003340	57.38-		-57.38
					V0130696	06/08/20	B0003369	20.33-		-20.33
					V0130697	06/08/20	B0003370	286.18		286.18
					V0130948	06/12/20	B0003368	14.64		14.64
					V0130949	06/12/20	B0003368	14.64-		-14.64
					V0130951	06/12/20	B0003367	394.60		394.60
					V0130952	06/12/20	B0003368	362.38		362.38
					V0130953	06/12/20	B0003368	370.18		370.18
					V0130954	06/12/20	B0003367	370.18		370.18
								1,705.81		1,705.81
0090872	06/15/20	Recon	0169533	Digital Pix Composites	V0130985	06/12/20	P0009013	750.00		750.00
								750.00		750.00
0090873	06/15/20	Recon	0205067	Effectv	V0130966	06/12/20	P0009024	1,414.00		1,414.00
					V0130967	06/12/20	P0009025	1,299.00		1,299.00
					V0130968	06/12/20	P0009026	569.00		569.00
								3,282.00		3,282.00
0090874	06/15/20	Recon	0002185	Ellucian Inc.	V0131006	06/12/20	P0009067	3,940.50		3,940.50
					V0131007	06/12/20	P0009067	17,785.50		17,785.50
								21,726.00		21,726.00

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0090875	06/15/20	Recon	0198694	ePromos Promotional Prod	V0130959	06/12/20	P0009015	8,685.18		8,685.18
					V0130988	06/12/20	P0009016	7,016.42		7,016.42
							15,701.60		15,701.60	
0090876	06/15/20	Recon	0197452	ExamSoft Worldwide, Inc.	V0130979	06/12/20	P0008924	4,060.00		4,060.00
							4,060.00		4,060.00	
0090877	06/15/20	Recon	0001029	Fed Ex	V0130909	06/10/20	B0002961	15.23		15.23
					V0130937	06/12/20	B0002961	23.45		23.45
							38.68		38.68	
0090878	06/15/20	Recon	0157592	First Communications	V0130930	06/12/20	B0003036	971.44		971.44
							971.44		971.44	
0090879	06/15/20	Recon	0196233	First Watch, Inc.	V0131015	06/12/20	P0009060	190.00		190.00
					V0131016	06/12/20	P0009060	720.00		720.00
							910.00		910.00	
0090880	06/15/20	Recon	0001034	Flinn Scientific Inc	V0130939	06/12/20	P0008703	36.45		36.45
					V0130940	06/12/20	P0008785	41.76		41.76
					V0130983	06/12/20	P0008784	57.88		57.88
							136.09		136.09	
0090881	06/15/20	Recon	0007936	Ford Motor Company	V0131012	06/12/20	P0009071	2,250.00		2,250.00
							2,250.00		2,250.00	
0090882	06/15/20	Recon	0205065	GradUp, LLC	V0130969	06/12/20	P0009027	8,500.00		8,500.00
							8,500.00		8,500.00	
0090883	06/15/20	Recon	0001235	HACU	V0130964	06/12/20	P0009022	335.00		335.00
							335.00		335.00	
0090884	06/15/20	Recon	0205002	IdentiSys Incorporated	V0131009	06/12/20	P0008972	250.00		250.00
							250.00		250.00	
0090885	06/15/20	Recon	0001068	ILLCO, Inc.	V0130692	06/08/20	B0002925	18.35		18.35
							18.35		18.35	
0090886	06/15/20	Recon	0001647	Iron Mountain	V0130908	06/10/20	B0003010	575.73		575.73

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								575.73		575.73
0090887	06/15/20	Recon	0205187	Jameshaldermandotcom	V0131013	06/12/20	P0009046	189.60		189.60
								189.60		189.60
0090888	06/15/20	Recon	0001775	Jostens	V0130934	06/12/20	B0003280	10.21		10.21
								10.21		10.21
0090889	06/15/20	Outst	0204867	Kahoot! AS	V0130976	06/12/20	P0008958	1,080.00		1,080.00
								1,080.00		1,080.00
0090890	06/15/20	Recon	0002233	Konica Minolta Premier F	V0130689	06/08/20	B0003387	2,897.00		2,897.00
								2,897.00		2,897.00
0090891	06/15/20	Recon	0002233	Konica Minolta Premier F	V0130690	06/08/20	B0003329	212.29		212.29
								212.29		212.29
0090892	06/15/20	Recon	0002233	Konica Minolta Premier F	V0130693	06/08/20	B0003329	125.17		125.17
								125.17		125.17
0090893	06/15/20	Recon	0002233	Konica Minolta Premier F	V0130694	06/08/20	B0003329	140.00		140.00
								140.00		140.00
0090894	06/15/20	Recon	0205148	Lembke & Sons, Inc.	V0131030	06/15/20	B0003403	5,768.15		5,768.15
								5,768.15		5,768.15
0090895	06/15/20	Recon	0001289	Menards	V0130933	06/12/20	B0003298	213.42		213.42
								213.42		213.42
0090896	06/15/20	Recon	0001339	Minuteman Press of Lyons	V0130958	06/12/20	P0009014	347.50		347.50
								347.50		347.50
0090897	06/15/20	Recon	0001529	New Pocket Nurse	V0131010	06/12/20	P0008998	103.92		103.92
					V0131018	06/12/20	P0008921	3,403.59		3,403.59
					V0131020	06/12/20	P0008920	1,234.87		1,234.87
					V0131022	06/12/20	B0003407	10,989.78		10,989.78
								15,732.16		15,732.16
0090898	06/15/20	Recon	0001446	Pearson	V0130972	06/12/20	P0008954	791.70		791.70

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								791.70		791.70
0090899	06/15/20	Recon	0001835	Ray O'Herron Co. of Oakb	V0130681	06/08/20	B0003248	279.80		279.80
					V0130682	06/08/20	B0003248	164.32		164.32
								444.12		444.12
0090900	06/15/20	Recon	0002411	Republic Services #551	V0130978	06/12/20	B0003339	35.00		35.00
								35.00		35.00
0090901	06/15/20	Recon	0200122	Riccio Construction Corp	V0130932	06/12/20	P0008969	2,282.00		2,282.00
								2,282.00		2,282.00
0090902	06/15/20	Recon	0001495	Sars Software Products I	V0130980	06/12/20	P0009040	3,400.00		3,400.00
					V0130981	06/12/20	P0009039	3,400.00		3,400.00
								6,800.00		6,800.00
0090903	06/15/20	Recon	0001742	Scout Electric Supply Co	V0130912	06/10/20	B0003389	383.00		383.00
					V0130913	06/10/20	B0003389	1,033.35		1,033.35
								1,416.35		1,416.35
0090904	06/15/20	Outst	0196722	Sense Media LLC	V0130960	06/12/20	P0009018	4,000.00		4,000.00
					V0130961	06/12/20	P0009019	2,827.50		2,827.50
								6,827.50		6,827.50
0090905	06/15/20	Recon	0001967	Shaw Media	V0131037	06/15/20	B0002999	1,774.00		1,774.00
								1,774.00		1,774.00
0090906	06/15/20	Recon	0182899	Sherwin Williams	V0130955	06/12/20	B0002944	111.90		111.90
								111.90		111.90
0090907	06/15/20	Recon	0001156	Smithereen Exterminating	V0130935	06/12/20	B0002926	170.00		170.00
								170.00		170.00
0090908	06/15/20	Recon	0001158	SoftwareONE, Inc.	V0130987	06/12/20	P0009017	126.85		126.85
					V0131033	06/15/20	P0008981	338.92		338.92
								465.77		465.77
0090909	06/15/20	Recon	0001107	Symmetry Energy Solution	V0130907	06/10/20	B0003328	6,223.98		6,223.98
								6,223.98		6,223.98

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0090910	06/15/20	Recon	0001547	Teaching Strategies, LLC	V0130971	06/12/20	P0009009	500.00		500.00
								500.00		500.00
0090911	06/15/20	Recon	0202319	Toad Code, Inc.	V0130974	06/12/20	P0008994	2,320.00		2,320.00
					V0130975	06/12/20	P0008990	2,320.00		2,320.00
					V0131035	06/15/20	P0008989	2,501.25		2,501.25
								7,141.25		7,141.25
0090912	06/15/20	Recon	0167490	Tripoli Painting	V0130963	06/12/20	P0009021	5,100.00		5,100.00
								5,100.00		5,100.00
0090913	06/15/20	Recon	0000974	Verizon Wireless	V0130938	06/12/20	B0003084	27.83		27.83
								27.83		27.83
0090914	06/15/20	Recon	0001703	Vernier Software & Techn	V0130990	06/12/20	P0008992	832.32		832.32
								832.32		832.32
0090915	06/15/20	Recon	0001406	Wex Bank	V0130942	06/12/20	B0003273	1,133.55		1,133.55
								1,133.55		1,133.55
0090916	06/15/20	Recon	0169532	Wilpen Environmental Ser	V0131011	06/12/20	P0008949	1,494.00		1,494.00
								1,494.00		1,494.00
0090917	06/15/20	Recon	0203287	Wristband Resources	V0130671	06/04/20	P0008576	310.00		310.00
								310.00		310.00
0090918	06/15/20	Recon	0201761	Zoom Video Communication	V0130670	06/04/20	P0008774	645.24		645.24
					V0131017	06/12/20	P0008907	339.34		339.34
								984.58		984.58
0090919	06/15/20	Recon	0205064	Correct Digital Displays	V0131039	06/15/20	P0009072	12,497.50		12,497.50
					V0131040	06/15/20	P0009030	55,227.50		55,227.50
								67,725.00		67,725.00
0090920	06/22/20	Recon	0188213	First Midwest Bank	V0131761	06/22/20	P0008882	990.00		990.00
					V0131762	06/22/20	P0008897	125.00		125.00
					V0131763	06/22/20	B0003331	102.37		102.37
					V0131764	06/22/20	P0008899	10,850.00		10,850.00
					V0131765	06/22/20	B0003371	207.69		207.69
					V0131766	06/22/20	P0009035	105.19		105.19

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					V0131767	06/22/20	B0003371	399.98		399.98
					V0131768	06/22/20	P0008959	1,001.63		1,001.63
					V0131769	06/22/20	P0009036	45.00		45.00
					V0131770	06/22/20	P0009082	2,402.60		2,402.60
					V0131771	06/22/20	B0003400	102.73		102.73
					V0131772	06/22/20	B0002957	26.70		26.70
								16,358.89		16,358.89
0091740	06/30/20	Recon	0001375	AXA Equitable Equi-Vest	V0132614	06/30/20		2,106.00		2,106.00
								2,106.00		2,106.00
0091741	06/30/20	Recon	0177469	Bright Start College Sav	V0132615	06/30/20		100.00		100.00
								100.00		100.00
0091742	06/30/20	Recon	0001422	CCCTU-Cope Fund	V0132616	06/30/20		136.00		136.00
								136.00		136.00
0091743	06/30/20	Recon	0001374	College & University Cre	V0132618	06/30/20		200.00		200.00
								200.00		200.00
0091744	06/30/20	Recon	0001371	Colonial Life & Accident	V0132619	06/30/20		12.00		12.00
								12.00		12.00
0091745	06/30/20	Recon	0191845	Metropolitan Alliance of	V0132621	06/30/20		269.00		269.00
								269.00		269.00
0091746	06/30/20	Outst	0101061	Morton College Faculty	V0132617	06/30/20		11.12		11.12
								11.12		11.12
0091747	06/30/20	Recon	0001372	Morton College Teachers	V0132623	06/30/20		1,600.25		1,600.25
								1,600.25		1,600.25
0091748	06/30/20	Recon	0001372	Morton College Teachers	V0132622	06/30/20		2,456.03		2,456.03
								2,456.03		2,456.03
0091749	06/30/20	Recon	0001513	SEIU Local 73 Cope	V0132624	06/30/20		9.00		9.00
								9.00		9.00
0091750	06/30/20	Recon	0001373	Service Employees Intl U	V0132625	06/30/20		457.81		457.81

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								457.81		457.81
0091751	06/30/20	Recon	0001563	State Disbursement Unit	V0132626	06/30/20		113.00		113.00
					V0132627	06/30/20		130.00		130.00
								243.00		243.00
0091752	06/30/20	Recon	0001161	State Univ Retirement Sy	V0132628	06/30/20		65,327.46		65,327.46
								65,327.46		65,327.46
0091753	06/30/20	Recon	0001370	TIAA-CREF	V0132620	06/30/20		750.00		750.00
					V0132629	06/30/20		2,783.53		2,783.53
								3,533.53		3,533.53
0091754	06/30/20	Recon	0001376	VALIC	V0132630	06/30/20		1,903.16		1,903.16
								1,903.16		1,903.16
0091755	06/30/20	Recon	0179876	Voya Retirement Insuranc	V0132631	06/30/20		1,227.40		1,227.40
								1,227.40		1,227.40
0091756	06/30/20	Recon	0205367	Amalgamated Bank of Chic	V0131043	06/16/20		475.00		475.00
								475.00		475.00
0091757	06/30/20	Recon	0203959	Ms. Rebecca Angevine	V0131799	06/23/20		530.00		530.00
								530.00		530.00
0091758	06/30/20	Outst	0000781	Ms. Sandra Barajas	V0130324	05/26/20		109.55		109.55
								109.55		109.55
0091759	06/30/20	Outst	0098953	Yvette Benitez	V0131029	06/15/20		17.10		17.10
								17.10		17.10
0091760	06/30/20	Outst	0002933	Ms. Marilyn R. Craig	V0104440	07/09/18		426.00		426.00
					V0113477	02/19/19		200.00		200.00
								626.00		626.00
0091761	06/30/20	Recon	0001895	Delta Dental of Illinois	V0132600	06/24/20		3,461.34		3,461.34
								3,461.34		3,461.34
0091762	06/30/20	Recon	0205412	Department of Homeland S	V0132603	06/24/20		1,440.00		1,440.00

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								1,440.00		1,440.00
0091763	06/30/20	Recon	0205412	Department of Homeland S	V0132604	06/24/20		460.00		460.00
								460.00		460.00
0091764	06/30/20	Recon	0205412	Department of Homeland S	V0132605	06/24/20		500.00		500.00
								500.00		500.00
0091765	06/30/20	Recon	0000917	Mr. Carlos M. Dominguez	V0131774	06/22/20		169.00		169.00
								169.00		169.00
0091766	06/30/20	Recon	0188693	Jaquelin Duran Olvera	V0131377	06/17/20		500.00		500.00
								500.00		500.00
0091767	06/30/20	Recon	0195628	Lola Falbo	V0131760	06/22/20		259.00		259.00
								259.00		259.00
0091768	06/30/20	Recon	0190139	Jiarong Li	V0131045	06/16/20		150.00		150.00
								150.00		150.00
0091769	06/30/20	Recon	0192111	Ms. Carolyn R. Markel	V0131374	06/17/20		166.07		166.07
								166.07		166.07
0091770	06/30/20	Recon	0003232	Ms. Lisa A. Mathelier	V0131797	06/23/20		14.99		14.99
								14.99		14.99
0091771	06/30/20	Recon	0002708	Mr. Roger J. Montoro	V0130881	06/10/20		86.59		86.59
								86.59		86.59
0091772	06/30/20	Recon	0000863	Mrs. Guadalupe Perez	V0131046	06/16/20		375.00		375.00
								375.00		375.00
0091773	06/30/20	Recon	0083410	Mrs. Sonia Perez	V0132648	06/25/20		375.00		375.00
								375.00		375.00
0091774	06/30/20	Recon	0161559	Michelle Sosa	V0130707	06/09/20		150.00		150.00
								150.00		150.00

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0091775	06/30/20	Recon	0001327	Vision Service Plan	V0130674	06/08/20		3,552.96		3,552.96
								3,552.96		3,552.96
0091776	06/30/20	Recon	0199305	YourMembership.com, Inc	V0132597	06/23/20		629.00		629.00
					V0132598	06/23/20		251.00		251.00
								880.00		880.00
0091777	06/30/20	Recon	0205400	312Elements	V0132807	06/29/20	P0009104	2,500.00		2,500.00
								2,500.00		2,500.00
0091778	06/30/20	Recon	0002105	Alfred G Ronan Ltd	V0132574	06/23/20	B0003030	2,000.00		2,000.00
								2,000.00		2,000.00
0091779	06/30/20	Recon	0175113	Algor Plumbing	V0132780	06/29/20	B0003392	10.32		10.32
					V0132781	06/29/20	B0003392	168.90		168.90
					V0132783	06/29/20	B0003392	2.12		2.12
								181.34		181.34
0091780	06/30/20	Recon	0189593	Altorfer Power Systems	V0131789	06/22/20	B0003413	825.00		825.00
								825.00		825.00
0091781	06/30/20	Recon	0188188	Amazon Capital Services	V0131790	06/22/20	B0003384	376.46		376.46
					V0132546	06/23/20	B0003228	51.97		51.97
					V0132550	06/23/20	B0003228	173.13		173.13
					V0132790	06/29/20	B0003228	351.20		351.20
								952.76		952.76
0091782	06/30/20	Recon	0000977	Apple, Inc.	V0132553	06/23/20	B0003398	6,890.00		6,890.00
					V0132554	06/23/20	B0003398	7,900.00		7,900.00
					V0132555	06/23/20	P0008841	149.00		149.00
					V0132575	06/23/20	P0008995	238.00		238.00
					V0132577	06/23/20	P0008995	623.00		623.00
					V0132591	06/23/20	P0008961	298.00		298.00
					V0132592	06/23/20	P0008960	745.00		745.00
					V0132593	06/23/20	P0008961	58.00		58.00
					V0132594	06/23/20	P0008960	145.00		145.00
					V0132792	06/29/20	P0008995	899.00		899.00
					V0132793	06/29/20	P0009005	318.00		318.00
					V0132810	06/29/20	B0003398	2,970.00		2,970.00
					V0132811	06/29/20	B0003397	17,940.00		17,940.00
					V0132812	06/29/20	B0003398	29,900.00		29,900.00
								69,073.00		69,073.00

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0091783	06/30/20	Recon	0001401	AZ Commercial	V0132782	06/29/20	B0002931	73.53		73.53
								73.53		73.53
0091784	06/30/20	Recon	0154311	Bannerville USA	V0132822	06/30/20	P0009111	6,475.00		6,475.00
								6,475.00		6,475.00
0091785	06/30/20	Recon	0001272	Batteries Plus LLC	V0131785	06/22/20	B0003410	259.20		259.20
								259.20		259.20
0091786	06/30/20	Recon	0204088	Boller Construction Comp	V0132791	06/29/20	B0003302	7,368.18		7,368.18
								7,368.18		7,368.18
0091787	06/30/20	Recon	0193939	Brookfield Zoo	V0132801	06/29/20	P0009105	1,439.18		1,439.18
								1,439.18		1,439.18
0091788	06/30/20	Recon	0166207	BSA	V0132778	06/29/20	B0003360	53.60		53.60
								53.60		53.60
0091789	06/30/20	Recon	0001466	CAIRS	V0132798	06/29/20	P0009088	742.00		742.00
								742.00		742.00
0091790	06/30/20	Recon	0001593	CDW-Government, Inc	V0132569	06/23/20	P0008940	4,155.00		4,155.00
					V0132573	06/23/20	P0008967	756.20		756.20
					V0132585	06/23/20	P0008967	509.76		509.76
					V0132586	06/23/20	P0008967	861.20		861.20
					V0132587	06/23/20	P0008967	832.10		832.10
					V0132588	06/23/20	P0008968	1,817.49		1,817.49
					V0132589	06/23/20	P0008976	428.50		428.50
					V0132590	06/23/20	P0008968	3,300.88		3,300.88
					V0132595	06/23/20	P0008938	4,823.86		4,823.86
					V0132596	06/23/20	P0008938	1,698.76		1,698.76
					V0132794	06/29/20	P0009062	810.21		810.21
					V0132795	06/29/20	P0009063	15.74		15.74
								20,009.70		20,009.70
0091791	06/30/20	Recon	0001075	Cengage Learning	V0132566	06/23/20	P0009066	300.00		300.00
								300.00		300.00
0091792	06/30/20	Recon	0189398	Chicago Backflow Inc	V0132773	06/29/20	B0003414	1,330.00		1,330.00
								1,330.00		1,330.00

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0091793	06/30/20	Recon	0000961	Chicago Communication LL	V0132797	06/29/20	P0009092	280.00		280.00
								280.00		280.00
0091794	06/30/20	Recon	0001679	Chicago Switchboard Co,	V0132641	06/25/20	B0003418	143.00		143.00
								143.00		143.00
0091795	06/30/20	Recon	0001752	Comcast	V0131777	06/22/20	B0003009	6.34		6.34
					V0131778	06/22/20	B0002953	44.28		44.28
					V0132767	06/29/20	B0003009	183.35		183.35
								233.97		233.97
0091796	06/30/20	Recon	0001013	ComEd	V0132551	06/23/20	B0003212	13,121.27		13,121.27
								13,121.27		13,121.27
0091797	06/30/20	Recon	0007779	CUPA-HR	V0132564	06/23/20	P0009069	1,265.00		1,265.00
								1,265.00		1,265.00
0091798	06/30/20	Recon	0170059	Curriculum Publications	V0132582	06/23/20	P0008666	1,575.00		1,575.00
								1,575.00		1,575.00
0091799	06/30/20	Recon	0001469	Diamond Graphics	V0132567	06/23/20	P0009058	9,519.45		9,519.45
					V0132815	06/29/20	P0009064	2,400.00		2,400.00
					V0132816	06/29/20	B0003404	2,400.00		2,400.00
					V0132817	06/29/20	P0008813	2,400.00		2,400.00
					V0132818	06/29/20	P0008714	2,400.00		2,400.00
					V0132819	06/29/20	P0008860	2,400.00		2,400.00
								21,519.45		21,519.45
0091800	06/30/20	Recon	0000989	Dick Blick	V0131779	06/22/20	B0003340	295.00		295.00
								295.00		295.00
0091801	06/30/20	Recon	0002185	Ellucian Inc.	V0132799	06/29/20	P0009089	15,300.00-		-15,300.00
					V0132800	06/29/20	P0009089	73,352.00		73,352.00
								58,052.00		58,052.00
0091802	06/30/20	Recon	0169651	Essential Education	V0132808	06/29/20	P0009010	3,150.00		3,150.00
								3,150.00		3,150.00
0091803	06/30/20	Recon	0001029	Fed Ex	V0132635	06/25/20	B0002961	8.28		8.28
								8.28		8.28

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0091804	06/30/20	Recon	0001033	Fisher Scientific Compan	V0132561	06/23/20	P0008936	4,967.00		4,967.00
								4,967.00		4,967.00
0091805	06/30/20	Recon	0202852	Freepoint Energy Solutio	V0131793	06/22/20	B0003322	25,639.33		25,639.33
								25,639.33		25,639.33
0091806	06/30/20	Recon	0001235	HACU	V0132583	06/23/20	P0009078	225.00		225.00
								225.00		225.00
0091807	06/30/20	Recon	0199342	HALO Branded Solutions,	V0132584	06/23/20	P0008957	553.27		553.27
								553.27		553.27
0091808	06/30/20	Recon	0001666	Herbkoe Fun Foods	V0132571	06/23/20	P0009041	1,840.00		1,840.00
								1,840.00		1,840.00
0091809	06/30/20	Recon	0185939	Cristal Hernandez	V0132814	06/29/20	P0009112	700.00		700.00
								700.00		700.00
0091810	06/30/20	Recon	0001058	Horizon Screen Print Inc	V0132570	06/23/20	P0009042	5,190.00		5,190.00
								5,190.00		5,190.00
0091811	06/30/20	Recon	0001068	ILLCO, Inc.	V0132789	06/29/20	B0002925	1,162.56		1,162.56
								1,162.56		1,162.56
0091812	06/30/20	Recon	0001695	Inside Higher Ed.	V0132565	06/23/20	P0009070	2,729.00		2,729.00
								2,729.00		2,729.00
0091813	06/30/20	Recon	0001775	Jostens	V0132775	06/29/20	P0009076	244.30		244.30
					V0132776	06/29/20	B0003391	21.80		21.80
					V0132777	06/29/20	P0009075	157.50		157.50
								423.60		423.60
0091814	06/30/20	Recon	0197745	Kentwood Office Furnitur	V0132557	06/23/20	P0009045	4,379.54		4,379.54
								4,379.54		4,379.54
0091815	06/30/20	Recon	0001890	Konica Minolta Bus Solut	V0131780	06/22/20	B0003354	443.49		443.49
					V0132634	06/25/20	B0003354	41.72-		-41.72
								401.77		401.77

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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
0091816	06/30/20	Recon	0002233	Konica Minolta Premier F	V0132547	06/23/20	B0003329	777.63		777.63
								777.63		777.63
0091817	06/30/20	Recon	0002233	Konica Minolta Premier F	V0132548	06/23/20	B0003329	197.00		197.00
								197.00		197.00
0091818	06/30/20	Recon	0002233	Konica Minolta Premier F	V0132549	06/23/20	B0003329	179.40		179.40
								179.40		179.40
0091819	06/30/20	Recon	0001559	Krueger International In	V0132639	06/25/20	P0008999	6,762.00		6,762.00
								6,762.00		6,762.00
0091820	06/30/20	Recon	0001082	Lakeshore Learning Mater	V0132568	06/23/20	P0008872	2,120.85		2,120.85
								2,120.85		2,120.85
0091821	06/30/20	Recon	0204562	Lo Destro Construction C	V0131796	06/22/20	B0003349	253,822.56		253,822.56
								253,822.56		253,822.56
0091822	06/30/20	Recon	0002435	MarketLab Inc	V0132579	06/23/20	P0008922	275.89		275.89
								275.89		275.89
0091823	06/30/20	Recon	0001089	McGraw-Hill Global Educa	V0132809	06/29/20	P0009054	9,360.00		9,360.00
								9,360.00		9,360.00
0091824	06/30/20	Recon	0001289	Menards	V0131775	06/22/20	B0003298	126.69		126.69
					V0132640	06/25/20	B0003417	138.75		138.75
					V0132772	06/29/20	B0003417	102.06		102.06
								367.50		367.50
0091825	06/30/20	Recon	0001792	Meyer Physical Therapy	V0131776	06/22/20	B0003415	1,090.00		1,090.00
								1,090.00		1,090.00
0091826	06/30/20	Recon	0001093	MIDCO Inc	V0132779	06/29/20	B0003284	95.00		95.00
								95.00		95.00
0091827	06/30/20	Recon	0002487	Midwest ACE	V0132578	06/23/20	P0008984	150.00		150.00
								150.00		150.00

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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
0091828	06/30/20	Recon	0001529	New Pocket Nurse	V0132558	06/23/20	B0003407	1,602.73		1,602.73
					V0132562	06/23/20	P0008998	815.74		815.74
					V0132563	06/23/20	P0008998	1,580.02		1,580.02
								3,998.49		3,998.49
0091829	06/30/20	Recon	0199908	Occupational Health Cent	V0131794	06/22/20	B0003364	157.50		157.50
					V0131795	06/22/20	B0003364	471.00		471.00
								628.50		628.50
0091830	06/30/20	Recon	0001122	Office Depot	V0132633	06/25/20	B0003378	53.56		53.56
					V0132636	06/25/20	B0003378	189.70		189.70
					V0132637	06/25/20	B0003378	274.35		274.35
					V0132638	06/25/20	B0003378	129.96		129.96
								647.57		647.57
0091831	06/30/20	Recon	0001264	Old Fashioned Candies	V0132796	06/29/20	P0009097	606.00		606.00
								606.00		606.00
0091832	06/30/20	Recon	0001835	Ray O'Herron Co. of Oakb	V0131791	06/22/20	B0003248	75.96		75.96
					V0132786	06/29/20	B0003248	58.99		58.99
								134.95		134.95
0091833	06/30/20	Recon	0002411	Republic Services #551	V0132774	06/29/20	B0003339	3,503.41		3,503.41
								3,503.41		3,503.41
0091834	06/30/20	Recon	0169797	Russo's Power Equipment,	V0132642	06/25/20	B0003420	316.06		316.06
					V0132645	06/25/20	B0003412	627.75		627.75
								943.81		943.81
0091835	06/30/20	Recon	0182724	Single Path	V0132576	06/23/20	B0002943	7,750.00		7,750.00
								7,750.00		7,750.00
0091836	06/30/20	Recon	0158956	Sound Incorporated	V0132802	06/29/20	P0009090	625.00		625.00
					V0132803	06/29/20	P0009091	1,036.00		1,036.00
					V0132804	06/29/20	P0009091	699.00		699.00
					V0132805	06/29/20	P0009096	479.00		479.00
								2,839.00		2,839.00
0091837	06/30/20	Recon	0204552	Specialty Stitches	V0132572	06/23/20	P0009043	11,048.53		11,048.53
								11,048.53		11,048.53

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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
0091838	06/30/20	Recon	0157227	Staples Advantage	V0131782	06/22/20	B0003393	236.62		236.62
					V0131783	06/22/20	B0003393	105.79		105.79
					V0131784	06/22/20	B0003393	129.99		129.99
					V0132769	06/29/20		407.96-		-407.96
					V0132770	06/29/20	B0003416	89.29		89.29
					V0132771	06/29/20	B0003416	9.98		9.98
								163.71		163.71
0091839	06/30/20	Recon	0002889	Suburban Door Check & Lo	V0132785	06/29/20	B0003411	245.00		245.00
								245.00		245.00
0091840	06/30/20	Recon	0001165	Swank Motion Pictures In	V0132552	06/23/20	P0009065	3,000.00		3,000.00
								3,000.00		3,000.00
0091841	06/30/20	Recon	0155715	Technology Management Re	V0131786	06/22/20	B0003011	1,141.05		1,141.05
								1,141.05		1,141.05
0091842	06/30/20	Recon	0195893	Traco Medical Incorporat	V0132581	06/23/20	P0008985	38,287.00		38,287.00
								38,287.00		38,287.00
0091843	06/30/20	Recon	0000974	Verizon Wireless	V0132821	06/30/20	B0003084	27.83		27.83
								27.83		27.83
0091844	06/30/20	Recon	0001703	Vernier Software & Techn	V0132560	06/23/20	P0009006	1,074.65		1,074.65
								1,074.65		1,074.65
0091845	06/30/20	Recon	0200205	Visible Body	V0132559	06/23/20	P0008966	1,299.74		1,299.74
								1,299.74		1,299.74
0091846	06/30/20	Recon	0036650	Richard Waszak	V0132644	06/25/20	B0003419	980.00		980.00
								980.00		980.00
0091847	06/30/20	Recon	0166312	Wells Fargo Equipment F	V0131781	06/22/20	B0003070	1,248.00		1,248.00
								1,248.00		1,248.00
E0005670	06/03/20	Outst	0000835	Ms Sandra Alcala	V0130660	06/02/20		159.58		159.58
								159.58		159.58
E0005671	06/03/20	Outst	0199851	Flor P. Anaya	V0130595	06/02/20		200.00		200.00

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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
								200.00		200.00
E0005672	06/03/20	Outst	0201530	Matthew E. Saey	V0121784	10/04/19		2,500.00		2,500.00
								2,500.00		2,500.00
E0005673	06/03/20	Outst	0201801	Michael R. Traversa	V0130344	05/26/20		680.00		680.00
								680.00		680.00
E0005731	06/10/20	Outst	0000799	Ms Marlana Avalos-Thomps	V0130687	06/08/20		253.56		253.56
								253.56		253.56
E0005732	06/10/20	Outst	0200575	Juan M. Garcia, JR	V0130668	06/04/20		723.00		723.00
								723.00		723.00
E0005733	06/10/20	Outst	0002697	Dr. Keith McLaughlin	V0130685	06/08/20		500.00		500.00
								500.00		500.00
E0005734	06/10/20	Outst	0182811	Juricsy Padilla	V0130596	06/02/20		200.00		200.00
								200.00		200.00
E0005735	06/10/20	Outst	0000776	Mrs. Mireya Perez	V0130686	06/08/20		242.22		242.22
								242.22		242.22
E0005736	06/10/20	Outst	0074437	Rosario Perez	V0130699	06/09/20		500.00		500.00
								500.00		500.00
E0005737	06/10/20	Outst	0000743	Ms. Suzanna Raigoza	V0130661	06/02/20		5,000.00		5,000.00
								5,000.00		5,000.00
E0005738	06/10/20	Outst	0000953	Ms. Liliana Raygoza	V0130677	06/08/20		14.99		14.99
								14.99		14.99
E0005739	06/10/20	Outst	0190102	Ms. Brandie N. Windham	V0130676	06/08/20		150.00		150.00
								150.00		150.00
E0005740	06/12/20	Outst	0201908	Susan A. Blackshear	V0130943	06/12/20	B0003394	1,050.00		1,050.00
								1,050.00		1,050.00

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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
E0005741	06/12/20	Outst	0203931	Krystyna Kwak	V0130915	06/10/20	B0003395	425.00		425.00
								425.00		425.00
E0005868	06/17/20	Outst	0165694	Dr. Sara E. Helmus	V0130293	05/21/20		35.99		35.99
								35.99		35.99
E0005869	06/17/20	Outst	0000004	Mr. Micheal A. Kott	V0130921	06/11/20		340.00		340.00
								340.00		340.00
E0005870	06/17/20	Outst	0017224	Ms Gabriela Mata	V0130423	05/31/20		1,113.80		1,113.80
								1,113.80		1,113.80
E0005871	06/17/20	Outst	0000842	Ms Marlene Soto	V0131041	06/15/20		375.00		375.00
								375.00		375.00
E0005872	06/17/20	Outst	0201801	Michael R. Traversa	V0130667	06/04/20		1,020.00		1,020.00
					V0131034	06/15/20		74.25		74.25
								1,094.25		1,094.25
E0006076	06/29/20	Outst	0201908	Susan A. Blackshear	V0131788	06/22/20	B0003394	1,050.00		1,050.00
								1,050.00		1,050.00
E0006077	06/29/20	Outst	0203931	Krystyna Kwak	V0131787	06/22/20	B0003395	425.00		425.00
								425.00		425.00
E0006078	06/29/20	Outst	0204054	Giampaolo-Brolley, LLC	V0132580	06/23/20	P0009086	1,850.00		1,850.00
								1,850.00		1,850.00
E0006111	06/29/20	Outst	0177105	Itzayana V. Carranza	V0131376	06/17/20		495.00		495.00
								495.00		495.00
E0006112	06/29/20	Outst	0044100	Zulima S. Cerda	V0127113	02/19/20		45.00		45.00
								45.00		45.00
E0006113	06/29/20	Outst	0200575	Juan M. Garcia, JR	V0132602	06/24/20		723.00		723.00
								723.00		723.00
E0006114	06/29/20	Outst	0000748	Ms. Diana C. Rodriguez	V0131042	06/15/20		375.00		375.00

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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
								375.00		375.00
E0006115	06/29/20	Outst	0184009	Luis A. Sustaita	V0131379	06/18/20		400.00		400.00
								400.00		400.00
E0006116	06/29/20	Outst	0166301	Ms Wendy Vega-Huezo	V0132613	06/25/20		410.00		410.00
								410.00		410.00
E0006117	06/29/20	Outst	0201536	Jasmine S. Young	V0131378	06/18/20		323.60		323.60
								323.60		323.60
E0006118	06/30/20	Outst	0122174	Derek W. Dominick	V0132828	06/30/20	P0009117	1,330.00		1,330.00
								1,330.00		1,330.00
								=====	=====	=====
								1,785,194.70		1,785,194.70

Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,785,194.70	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,785,194.70
			----- 1,785,194.70	----- 1,785,194.70

Morton College
Over 10K Report
June 2020

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
ALL Construction Group	6/15/2020	0090849	4/2/2020	\$146,089.62	Toilet Room Phase 3 App1
Apple, Inc.	6/15/2020	0090854	4/22/2020	\$48,007.00	12-inch MacBook Pro
Apple, Inc.	6/30/2020	0091782	5/27/2020	\$69,073.00	iPads Nursing/Apple Care
Burlington English Proposal	6/15/2020	0090860	EXEMPT	\$14,400.00	Burlington English Seats
CDW-Government, Inc	6/15/2020	0090862	EXEMPT	\$10,043.61	HP ProBook 450 G6
CDW-Government, Inc	6/30/2020	0091790	EXEMPT	\$20,009.70	Brother ImageCenter
ComEd	6/30/2020	0091796	EXEMPT	\$13,121.27	Electricity Utility Services
Correct Digital Displays, Inc.	6/15/2020	0090919	5/27/2020	\$67,725.00	Gym Sound System
Demonica Kemper Architects	6/15/2020	0090869		\$481,085.82	Various Projects
Diamond Graphics	6/15/2020	0090870	10/23/2017	\$2,470.50	Adhesive posters
Diamond Graphics	6/30/2020	0091799	10/23/2017	\$21,519.45	16.9 oz water bottle
Ellucian Inc.	6/15/2020	0090874	6/24/2020	\$21,726.00	CRM Advise Implementation
Ellucian Inc.	6/30/2020	0091801	6/24/2020	\$58,052.00	Maintenance Renewal FY21
ePromos Promotional Products, Inc	6/15/2020	0090875	EXEMPT	\$15,701.60	Promotional items
First Midwest Bank	6/22/2020	0090920	EXEMPT	\$16,358.89	Confrence Call
Freepoint Energy Solutions, LLC.	6/30/2020	0091805	10/23/2019	\$25,639.33	Energy Services
Lo Destro Construction Company	6/30/2020	0091821	2/26/2020	\$253,822.56	Application 3
New Pocket Nurse	6/15/2020	0090897	EXEMPT	\$15,732.16	Digital Thermometer
New Pocket Nurse	6/30/2020	0091828	EXEMPT	\$3,998.49	Blood Collecion
Specialty Stitches	6/30/2020	0091837	EXEMPT	\$11,048.53	Swag items
State Univ Retirement Systems	6/15/2020	0090841	EXEMPT	\$64,797.62	Payroll Deductions
State Univ Retirement Systems	6/30/2020	0091752	EXEMPT	\$65,327.46	Payroll Deductions
Traco Medical Incorporated	6/30/2020	0091842	5/27/2020	\$38,287.00	Nursing Equipment
			Total Paid	1,484,036.61	

Morton College - Payroll Register - Period Ending June 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0002980	Abate, Nannette	\$52.50
6/15/2020	0002911	Abdel-Jaber, Nellie	\$52.50
6/15/2020	0000770	Abrahamson, Maura	\$8,906.21
6/4/2020	0000766	Addalia, Mary	\$979.55
6/4/2020	0185863	Alamo, Agustin	\$148.00
6/15/2020	0000835	Alcala, Sandra	\$2,289.42
6/15/2020	0167416	Aleman - Lozano, Cynthia	\$1,625.00
6/15/2020	0202517	Aleman Santiaguillo, Diego	\$2,046.46
6/15/2020	0003324	Alonso, Erika	\$1,591.67
6/15/2020	0000809	Alonso, Hernan	\$1,476.34
6/4/2020	0193694	Alvarado, Angelica	\$353.81
6/4/2020	0189427	Alvarado, Victor	\$74.00
6/4/2020	0007649	Andersen, Michael	\$1,171.71
6/15/2020	0192221	Andrade, Jorge	\$5,564.38
6/15/2020	0000749	Angelilli, Jennifer	\$2,172.54
6/4/2020	0203959	Angevine, Rebecca	\$1,323.00
6/4/2020	0071977	Arteaga, Cynthia	\$362.88
6/15/2020	0200290	Ashraf, Asiyya	\$4,183.42
6/4/2020	0198487	Aslam, Anum	\$945.00
6/4/2020	0000885	Avalos, Jesus	\$1,206.84
6/15/2020	0000799	Avalos-Thompson, Marlena	\$4,333.34
6/15/2020	0043535	Avila, Malisa	\$4,750.92
6/4/2020	0163721	Bahena, Karina	\$907.50
6/15/2020	0197414	Balek, Ludwig	\$2,301.75
6/15/2020	0000781	Barajas, Sandra	\$1,849.33
6/4/2020	0177457	Becerra, Manuel	\$369.50
6/15/2020	0003075	Behling, William	\$1,516.80
6/15/2020	0000750	Belcaster, Nicholas	\$1,862.74
6/4/2020	0000830	Berthiaume, Maria	\$928.29
6/15/2020	0194428	Bertuca, Anthony	\$864.00
6/4/2020	0066045	Bilotto, Eugene	\$1,004.68
6/15/2020	0000845	Bluemer, Judy	\$7,965.75
6/4/2020	0190970	Boateng, Stanley	\$399.06
6/15/2020	0166671	Bonick, Cara	\$2,925.04
6/4/2020	0102219	Boyajian, Mark	\$335.72
6/15/2020	0076654	Bradley, Adam	\$1,829.05
6/4/2020	0203822	Braun, Amanda	\$1,560.00

Morton College - Payroll Register - Period Ending June 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0002984	Bridges, Maureen	\$52.50
6/15/2020	0197675	Brown, Michael	\$3,237.50
6/15/2020	0184720	Buongiorno, Joseph	\$200.00
6/15/2020	0182499	Buongiorno, Mary	\$2,510.63
6/15/2020	0194040	Burandt, Edmund	\$1,450.93
6/15/2020	0013691	Caicedo, Sally	\$2,046.46
6/15/2020	0194871	Callon, Michael	\$2,535.88
6/15/2020	0156441	Campbell, Dana	\$1,443.18
6/15/2020	0156655	Cappetta, Leilani	\$2,171.08
6/15/2020	0200240	Cardona, Alicia	\$2,611.92
6/15/2020	0000924	Casey, Craig	\$10,438.63
6/15/2020	0000829	Casey, Robert	\$6,209.75
6/15/2020	0192108	Cashman, Laurie	\$4,375.00
6/4/2020	0110372	Castaneda, Giselle	\$665.10
6/15/2020	0002990	Castillo, Carolina	\$1,800.50
6/4/2020	0190430	Cataldo, Bianca	\$25.44
6/15/2020	0192109	Ceaser, Sanyea	\$2,588.25
6/15/2020	0057275	Cebelinski, Joseph	\$1,791.79
6/4/2020	0180709	Cervantes, Andrea	\$753.78
6/15/2020	0159466	Cervantes, Isabel	\$1,583.96
6/4/2020	0195029	Cevallos, Edison	\$992.34
6/15/2020	0085548	Chapp, Geanabelle	\$3,310.92
6/15/2020	0000884	Cienfuegos, Lillian	\$1,857.83
6/15/2020	0181564	Cisco Jr, Taylor	\$238.50
6/4/2020	0000859	Clay, Oscar	\$1,010.19
6/15/2020	0094966	Clemente, Antonio	\$2,233.71
6/15/2020	0162406	Cline, Irina	\$2,916.67
6/4/2020	0182156	Corcoran, Daniel	\$92.50
6/15/2020	0007800	Corral, Iris	\$758.40
6/15/2020	0000794	Crockett, Janet	\$7,647.71
6/15/2020	0196595	Cuesta, Gonzalo	\$1,047.76
6/15/2020	0000843	Davidson, Jody	\$2,906.12
6/15/2020	0200047	Davis, Carissa	\$3,500.00
6/15/2020	0000790	De La Torre, Refugio	\$2,356.68
6/15/2020	0190883	Delgado, Sally	\$3,341.67
6/4/2020	0000786	Demato, Michelle	\$154.83
6/4/2020	0187318	De Santiago, Adrian	\$337.63

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0000763	Diaz, Maria	\$1,702.00
6/4/2020	0188402	Diaz, Yilver	\$166.50
6/15/2020	0000917	Dominguez, Carlos	\$3,760.85
6/15/2020	0000735	Duhon, Steven	\$1,875.00
6/15/2020	0003181	Dutt, Eric	\$758.40
6/15/2020	0195025	Edgar, Jason	\$2,621.25
6/15/2020	0005692	Enstrom, Elena	\$52.50
6/15/2020	0203102	Erickson, Christian	\$695.31
6/15/2020	0003004	Erkins, Mary	\$52.50
6/15/2020	0003179	Eshafi, Nouri	\$1,554.66
6/4/2020	0190472	Esleta, Eve Molly	\$265.94
6/4/2020	0020621	Esposito, Marie	\$1,244.44
6/15/2020	0000828	Fabiyi, Edith	\$5,438.00
6/15/2020	0003208	Falbo, Lydia	\$4,831.38
6/15/2020	0003210	Farina, Peter	\$1,516.80
6/15/2020	0000814	Favela, Martha	\$1,833.25
6/15/2020	0024667	Festa, John	\$724.32
6/15/2020	0199086	Feulner, Joseph	\$1,881.88
6/15/2020	0079155	Fields, Stanley	\$11,678.55
6/15/2020	0000805	Flasza, Jamie	\$3,118.38
6/15/2020	0193664	Florio, Joseph	\$4,008.33
6/15/2020	0092824	Folkers, Jeff	\$1,678.29
6/15/2020	0162452	Foltz, Chris	\$1,298.89
6/4/2020	0198794	French, Dustin	\$945.00
6/15/2020	0198254	Galarza-Espino, Catherine	\$2,303.21
6/15/2020	0000938	Gan, Xiaoling	\$3,316.08
6/15/2020	0000838	Garcia-Searle, Brenda	\$3,063.37
6/15/2020	0170257	Gasca, Guillermo	\$2,308.79
6/15/2020	0000935	Gatyas, Kenton	\$8,513.42
6/15/2020	0201847	Gehrke, Alison	\$4,425.00
6/15/2020	0202831	Gidwani, Tarun	\$2,535.88
6/15/2020	0000724	Gilligan, Brian	\$4,302.90
6/15/2020	0000896	Ginley, Steven	\$4,326.64
6/4/2020	0188181	Gomez, Adriana	\$481.00
6/4/2020	0194953	Gomez, Paul	\$454.20
6/4/2020	0204090	Gotch, Joseph	\$1,550.39
6/15/2020	0192827	Gourlay, Jonathan	\$5,456.67

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0197670	Graham, Leslie	\$2,083.33
6/15/2020	0189759	Green, Amy	\$5,099.53
6/15/2020	0000788	Gutierrez, Rosa	\$2,355.39
6/4/2020	0204565	Hahn, Kathleen	\$848.40
6/15/2020	0003110	Halm, James	\$1,593.54
6/15/2020	0003012	Halsey, Meg	\$1,569.28
6/15/2020	0204017	Hamer, Laura	\$50.00
6/4/2020	0168466	Haro, Patricia	\$846.72
6/15/2020	0165694	Helmus, Sara	\$6,513.46
6/15/2020	0193606	Hernandez, Francisco	\$1,914.42
6/15/2020	0111441	Hernandez, Jazmyne	\$1,791.79
6/4/2020	0097391	Herrera, Destiny	\$309.88
6/15/2020	0000841	Herrera, Michelle	\$2,545.86
6/15/2020	0159384	Herrmann, Julianne	\$2,540.83
6/15/2020	0002912	Imburgia, Joseph	\$4,864.96
6/15/2020	0061134	Iniquez, Jennifer	\$2,662.33
6/15/2020	0174916	Iniquez, Michael	\$1,102.74
6/4/2020	0200012	Jaimes, Hector	\$653.49
6/15/2020	0172999	Jaimes, Tanya	\$1,791.80
6/15/2020	0002876	Jaquez, Evelyn	\$2,046.46
6/15/2020	0107686	Jara, Blanca	\$3,591.67
6/15/2020	0156123	Jeffries, Nancy	\$1,875.00
6/15/2020	0000785	Johnson, Caroline	\$2,314.42
6/15/2020	0060105	Jonas, David	\$3,965.83
6/15/2020	0003017	Jundt, Gene	\$52.50
6/15/2020	0003021	Kamien, Linda	\$52.50
6/15/2020	0000870	Kasprovicz, Michael	\$6,379.13
6/15/2020	0003157	Kelikian, Toulia	\$8,540.88
6/15/2020	0200721	Kilheenedy, Heather	\$1,544.22
6/15/2020	0165341	Klementzos, Jennifer	\$1,826.83
6/15/2020	0000004	Kott, Micheal	\$4,074.75
6/15/2020	0000021	Koutny, Linda	\$2,465.92
6/15/2020	0002957	Kupec, Debra	\$2,473.17
6/15/2020	0107914	Labno, David	\$1,860.08
6/4/2020	0187356	Lagmay, Irvnfrancis	\$27.75
6/15/2020	0003176	Leven, Robert	\$796.77
6/15/2020	0184718	Lewis, Ann	\$200.00

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0000833	Litwicki, Mark	\$5,829.50
6/4/2020	0060156	Lopez, Edwin	\$232.04
6/15/2020	0003025	Lopez, Flora	\$1,514.08
6/4/2020	0197014	Lopez, John	\$162.92
6/15/2020	0003033	Lozano, Gloria	\$1,826.83
6/15/2020	0003026	Lubeck, Sarah	\$1,607.19
6/15/2020	0194045	Lullo, Ronald	\$4,175.00
6/4/2020	0194550	Luna, Guadalupe	\$263.63
6/15/2020	0172876	Lundquist, Heidi	\$2,184.29
6/15/2020	0196609	Macario, Ana	\$1,427.89
6/15/2020	0194869	Manning, Bryant	\$3,933.08
6/15/2020	0090401	Mantzakides, Thomas	\$2,308.79
6/15/2020	0192111	Markel, Carolyn	\$2,715.21
6/15/2020	0190172	Marshall, Ashanta	\$2,708.33
6/4/2020	0184957	Martinez, Abigail	\$551.05
6/15/2020	0000822	Martinez, Blanca	\$1,901.71
6/4/2020	0187055	Martinez, Elizabet	\$370.00
6/15/2020	0000955	Martinez, Raul	\$2,405.75
6/15/2020	0192110	Martin, Joanna	\$2,621.66
6/15/2020	0183993	Martino, Shannon	\$3,511.13
6/15/2020	0000869	Marzullo, Frank	\$7,946.25
6/15/2020	0017224	Mata, Gabriela	\$2,375.00
6/15/2020	0003232	Mathelier, Lisa	\$3,278.00
6/4/2020	0156656	Mazzone, Dominick	\$473.95
6/4/2020	0000732	McFadden, James	\$451.37
6/15/2020	0000909	McGhee, Edward	\$2,020.31
6/4/2020	0198650	McKenzie, Carla	\$1,485.00
6/15/2020	0198650	McKenzie, Carla	\$2,457.81
6/15/2020	0002697	McLaughlin, Keith	\$8,337.21
6/4/2020	0194872	McNamer, Carol	\$931.14
6/15/2020	0181094	Melgoza, Elizabeth	\$1,791.79
6/4/2020	0190911	Melgoza, Lissette	\$725.76
6/15/2020	0003032	Miral, Luis	\$52.50
6/15/2020	0036426	Miranda, July	\$60.00
6/15/2020	0000769	Mohr, Michele	\$4,155.63
6/15/2020	0156768	Monrroy, Jacqueline	\$1,583.96
6/15/2020	0002467	Montgomery, Jered	\$1,443.18

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0002708	Montoro, Roger	\$3,061.66
6/15/2020	0054966	Montoro, Roger	\$1,460.79
6/15/2020	0197664	Mosqueda, Claudia	\$3,450.00
6/15/2020	0187216	Moss, Neil	\$1,800.46
6/15/2020	0192112	Mulvey, Irene	\$3,537.04
6/15/2020	0170685	Munoz, Erica	\$1,398.21
6/4/2020	0188225	Murillo, Alexis	\$980.27
6/4/2020	0000862	Napoletano, Elizabeth	\$533.37
6/4/2020	0113154	Nava, Karen	\$1,088.64
6/15/2020	0000815	Nedza, Michael	\$4,927.60
6/4/2020	0000807	Nungaray, Yadira	\$730.08
6/15/2020	0049422	Ocampo, Jose	\$1,350.22
6/15/2020	0000928	O'Connell, James	\$2,615.29
6/15/2020	0189933	Olvera, Roberto	\$1,312.93
6/15/2020	0195021	Ostojic, Gordana	\$2,716.50
6/15/2020	0000747	Paez, Elizabeth	\$4,574.67
6/15/2020	0000951	Paneral, Beth	\$1,653.51
6/15/2020	0197448	Parrish, Vanessa	\$3,170.83
6/4/2020	0082070	Patterson, Jessica	\$1,155.41
6/15/2020	0002913	Pearson, Dennis	\$7,517.25
6/15/2020	0000820	Pencheva, Tsonka	\$4,347.44
6/15/2020	0007939	Perez, Armando	\$2,194.67
6/15/2020	0000863	Perez, Guadalupe	\$1,901.67
6/4/2020	0000950	Perez, Jaime	\$705.44
6/15/2020	0000776	Perez, Mireya	\$5,608.29
6/15/2020	0083410	Perez, Sonia	\$2,308.79
6/15/2020	0003038	Pettus, Exodus	\$52.50
6/15/2020	0177526	Pierce, Tom	\$5,866.50
6/15/2020	0194866	Ploszaj, Randi	\$2,905.50
6/15/2020	0000752	Porod, Eric	\$3,257.08
6/4/2020	0184659	Price, Courtney	\$92.50
6/15/2020	0160605	Primm, Rebecca	\$1,747.50
6/15/2020	0195558	Pulaski, Andrew	\$4,340.71
6/15/2020	0000848	Pullia, Nicole	\$1,681.21
6/4/2020	0182901	Quezada, Joel	\$783.34
6/15/2020	0041753	Quiroga-Nevarez, Daiana	\$2,257.96
6/15/2020	0000743	Raigoza, Suzanna	\$3,054.17

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0188076	Ramirez, Aurelia	\$1,241.00
6/15/2020	0000889	Ramirez, Jose	\$1,842.89
6/4/2020	0182681	Ramirez, Keith	\$74.00
6/15/2020	0000953	Raygoza, Liliana	\$2,050.00
6/4/2020	0186368	Recio-Palacios, Emely	\$483.84
6/15/2020	0000726	Reft, Jennifer	\$5,559.46
6/15/2020	0168949	Rein, Jack	\$52.50
6/4/2020	0000728	Resendiz, Rosalie	\$185.10
6/4/2020	0163631	Reyes, Daniel	\$932.14
6/15/2020	0189140	Ridyard, Melissa	\$3,070.41
6/15/2020	0000872	Rivas, Angel	\$1,722.01
6/15/2020	0000925	Rivera, Juan	\$2,232.79
6/15/2020	0000748	Rodriguez, Diana	\$2,314.42
6/15/2020	0156404	Rodriguez Jr, Jesus	\$2,315.63
6/4/2020	0000900	Rodriguez, Yesel	\$650.25
6/4/2020	0182228	Rogers, Brian	\$92.50
6/15/2020	0003042	Rohl, Michael	\$52.50
6/15/2020	0056628	Roman, Daniel	\$2,711.25
6/15/2020	0161489	Romero, Julian	\$1,350.22
6/4/2020	0184699	Romo, Cindy	\$74.00
6/15/2020	0192553	Rose, Charles	\$3,175.00
6/15/2020	0195019	Roselund, David	\$4,331.95
6/15/2020	0000731	Rosiak-Seo, Kymberly	\$7,016.64
6/4/2020	0184094	Ruiz, Rosa	\$353.81
6/15/2020	0000797	Ruiz, Ruben	\$6,036.92
6/15/2020	0197705	Russo Neri, Trisha	\$4,126.79
6/4/2020	0000852	Saibic, Joyce	\$902.72
6/15/2020	0000754	Sajatovic, Mark	\$2,059.46
6/4/2020	0179203	Saldana, Esbeidy	\$537.60
6/15/2020	0168430	Saldana-Huerta, Carolina	\$1,583.96
6/15/2020	0204533	Samarah, Mariam	\$2,550.00
6/4/2020	0058030	Sanchez, Alberto	\$760.30
6/15/2020	0197693	Sanchez, Alejandro	\$3,566.79
6/15/2020	0181767	Sanchez Anderson, Maria	\$3,601.46
6/15/2020	0000907	Sanchez, Luis	\$7,752.05
6/4/2020	0189232	Sanchez, Priscilla	\$333.00
6/4/2020	0047239	Sandoval, Rosaura	\$790.37

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0172945	Santoyo, Perla	\$1,666.67
6/4/2020	0082829	Sarabia, Angel	\$153.05
6/15/2020	0000921	Scatchell, Candyce	\$2,327.83
6/15/2020	0000898	Schmitt, Robert	\$4,854.25
6/15/2020	0000860	Schoepf, Cheryl	\$2,310.75
6/15/2020	0195022	Schreier, Jennifer	\$5,524.41
6/15/2020	0160546	Schrey, Courtney	\$1,443.18
6/4/2020	0000857	Schultz, Charmayne	\$922.20
6/4/2020	0000861	Seropian, Daniel	\$1,044.47
6/15/2020	0199500	Shimko, Kristen	\$2,303.21
6/15/2020	0002709	Shouba, Derek	\$4,935.88
6/15/2020	0197678	Skurski, Katherine	\$2,611.92
6/15/2020	0003089	Sleeth, Bradley	\$5,358.29
6/15/2020	0202244	Smith, Caprice	\$1,875.00
6/4/2020	0121377	Smith, Daniel	\$1,258.93
6/15/2020	0003165	Smith-Irowa, Pamela	\$796.77
6/15/2020	0181260	Smith, Jeanine	\$1,148.99
6/15/2020	0000789	Smith, Maria	\$2,308.79
6/15/2020	0204753	Smith, Richard	\$2,500.00
6/15/2020	0000939	Sonnier, Celeste	\$3,510.21
6/15/2020	0000842	Soto, Marlene	\$2,314.42
6/4/2020	0186301	Soto, Patricia	\$636.65
6/15/2020	0125437	Soto, Yasna	\$1,425.17
6/15/2020	0000943	Spaniol, Scott	\$6,635.42
6/4/2020	0204095	Spizzirri, Francesco	\$994.61
6/15/2020	0160304	Stanukinas, Melissa	\$2,123.75
6/15/2020	0000759	Steinhaus, Julie	\$1,805.92
6/4/2020	0007897	Stella, Leslie	\$314.13
6/15/2020	0199375	Strauts, Erin	\$2,864.59
6/4/2020	0000792	Streuly, Russell	\$690.75
6/15/2020	0000761	Styer, Audrey	\$6,248.22
6/4/2020	0190101	Sulack, Alexandra	\$49.86
6/15/2020	0189488	Swint, Ashley	\$1,378.80
6/15/2020	0000897	Sykora, Donald	\$5,243.54
6/15/2020	0154190	Taylor, Kimberly	\$35.00
6/15/2020	0161138	Tejeda, Erika	\$3,094.29
6/15/2020	0159232	Thelemaque, Cristina	\$758.13

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/15/2020	0005802	Thompson, Juhelia	\$661.80
6/15/2020	0194864	Tomchek, Ryan	\$2,240.00
6/15/2020	0000738	Torres, Gina	\$2,739.04
6/4/2020	0199373	Tovar, Rebeka	\$370.00
6/15/2020	0200701	Treiber, John	\$4,841.67
6/15/2020	0003051	Trevino-Garcia, Linda	\$842.66
6/4/2020	0198684	Trujillo, Veronica	\$353.81
6/15/2020	0000019	Ulbrich, Scott	\$3,102.00
6/15/2020	0055604	Valdez, Ana	\$2,133.33
6/15/2020	0003057	Valeriano, Joann	\$52.50
6/15/2020	0000886	Vargas, Maria	\$2,338.92
6/4/2020	0200457	Vargas, Yvis	\$725.76
6/4/2020	0000796	Vazquez, Luis	\$350.10
6/15/2020	0166301	Vega-Huezo, Wendy	\$3,336.21
6/15/2020	0000808	Velazquez, Marisol	\$4,776.58
6/4/2020	0152888	Voight, William	\$905.73
6/15/2020	0196031	Wagner, Richard	\$1,427.89
6/15/2020	0000868	Walley, Cynthia	\$602.50
6/15/2020	0013245	Warren, John	\$3,857.04
6/15/2020	0191249	Westlove, Michael	\$52.50
6/15/2020	0158266	Wido, Christopher	\$2,133.33
6/15/2020	0190102	Windham, Brandie	\$3,811.25
6/15/2020	0003059	Winningham, Susan	\$52.50
6/4/2020	0000767	Wolff, Michael	\$350.10
6/15/2020	0000736	Wood, Robert	\$4,862.17
6/15/2020	0000942	Yanez, Rodolfo	\$2,398.63
6/15/2020	0200289	Young, Amanda	\$2,440.71
6/15/2020	0000813	Zukauskas, Karolis	\$6,356.96

Total Paid \$733,418.45

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0000770	Abrahamson, Maura	\$6,357.21
6/22/2020	0000766	Addalia, Mary	\$783.64
6/22/2020	0185863	Alamo, Agustin	\$249.75
6/30/2020	0000835	Alcala, Sandra	\$2,289.42
6/30/2020	0167416	Aleman - Lozano, Cynthia	\$1,625.00
6/30/2020	0202517	Aleman Santiaguillo, Diego	\$2,046.46
6/30/2020	0202729	Alexander, Anthony	\$52.50
6/30/2020	0003069	Alexandru, Vica	\$52.50
6/30/2020	0003324	Alonso, Erika	\$1,591.67
6/30/2020	0000809	Alonso, Hernan	\$1,476.34
6/22/2020	0193694	Alvarado, Angelica	\$353.81
6/22/2020	0189427	Alvarado, Victor	\$92.50
6/22/2020	0007649	Andersen, Michael	\$1,121.85
6/30/2020	0192221	Andrade, Jorge	\$6,311.04
6/30/2020	0000749	Angelilli, Jennifer	\$2,172.54
6/22/2020	0203959	Angevine, Rebecca	\$1,323.00
6/30/2020	0156009	Arias, Olga	\$87.50
6/22/2020	0071977	Arteaga, Cynthia	\$362.88
6/30/2020	0200290	Ashraf, Asiyya	\$4,183.42
6/22/2020	0198487	Aslam, Anum	\$1,039.50
6/22/2020	0000885	Avalos, Jesus	\$1,093.97
6/30/2020	0000799	Avalos-Thompson, Marlena	\$2,890.14
6/30/2020	0043535	Avila, Malisa	\$4,750.92
6/22/2020	0091985	Bahena, Jordy	\$220.00
6/22/2020	0163721	Bahena, Karina	\$789.53
6/30/2020	0197414	Balek, Ludwig	\$2,301.75
6/30/2020	0000781	Barajas, Sandra	\$1,849.33
6/22/2020	0177457	Becerra, Manuel	\$295.60
6/30/2020	0003075	Behling, William	\$1,569.28
6/30/2020	0000750	Belcaster, Nicholas	\$1,823.29
6/22/2020	0000830	Berthiaume, Maria	\$694.89
6/30/2020	0194428	Bertuca, Anthony	\$864.00
6/22/2020	0066045	Bilotto, Eugene	\$246.85
6/30/2020	0000845	Bluemer, Judy	\$7,965.75
6/22/2020	0190970	Boateng, Stanley	\$73.90
6/30/2020	0166671	Bonick, Cara	\$2,925.04
6/30/2020	0204227	Bostic, Josephine	\$864.77

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/22/2020	0102219	Boyajian, Mark	\$464.08
6/30/2020	0076654	Bradley, Adam	\$2,416.42
6/30/2020	0157079	Brasher, Stephen	\$52.50
6/22/2020	0203822	Braun, Amanda	\$1,200.00
6/30/2020	0197675	Brown, Michael	\$3,875.00
6/30/2020	0000915	Bulat, Cheryl	\$52.50
6/30/2020	0182499	Buongiorno, Mary	\$2,510.63
6/30/2020	0194040	Burandt, Edmund	\$1,616.86
6/30/2020	0003095	Burns, David	\$87.50
6/30/2020	0191822	Buzruk, Anupama	\$52.50
6/30/2020	0013691	Caicedo, Sally	\$2,046.46
6/30/2020	0194871	Callon, Michael	\$2,535.88
6/30/2020	0156441	Campbell, Dana	\$1,530.72
6/30/2020	0003098	Campos, Veronica	\$87.50
6/30/2020	0156655	Cappetta, Leilani	\$2,171.08
6/30/2020	0200240	Cardona, Alicia	\$2,611.92
6/30/2020	0000924	Casey, Craig	\$9,938.63
6/30/2020	0000829	Casey, Robert	\$6,209.75
6/30/2020	0192108	Cashman, Laurie	\$4,375.00
6/22/2020	0110372	Castaneda, Giselle	\$783.34
6/30/2020	0002990	Castillo, Carolina	\$1,800.50
6/30/2020	0192109	Ceaser, Sanyea	\$2,588.25
6/30/2020	0057275	Cebelinski, Joseph	\$1,791.79
6/22/2020	0180709	Cervantes, Andrea	\$908.97
6/30/2020	0159466	Cervantes, Isabel	\$1,583.96
6/22/2020	0195029	Cevallos, Edison	\$157.98
6/30/2020	0003193	Chang, Stephen	\$87.50
6/30/2020	0085548	Chapp, Geanabelle	\$3,310.92
6/30/2020	0000884	Cienfuegos, Lillian	\$1,857.83
6/30/2020	0003192	Cisneros, Sharon	\$52.50
6/22/2020	0000859	Clay, Oscar	\$1,275.43
6/30/2020	0094966	Clemente, Antonio	\$2,233.71
6/30/2020	0162406	Cline, Irina	\$2,916.67
6/22/2020	0182156	Corcoran, Daniel	\$74.00
6/30/2020	0007800	Corral, Iris	\$810.89
6/30/2020	0002933	Craig, Marilyn	\$29.96
6/30/2020	0000794	Crockett, Janet	\$7,647.71

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0196595	Cuesta, Gonzalo	\$1,047.76
6/30/2020	0000843	Davidson, Jody	\$2,906.12
6/30/2020	0200047	Davis, Carissa	\$3,500.00
6/30/2020	0000790	De La Torre, Refugio	\$2,356.68
6/30/2020	0190883	Delgado, Sally	\$3,341.67
6/22/2020	0000786	Demato, Michelle	\$303.75
6/22/2020	0187318	De Santiago, Adrian	\$212.75
6/30/2020	0000763	Diaz, Maria	\$1,702.00
6/22/2020	0188402	Diaz, Yilver	\$323.75
6/30/2020	0000917	Dominguez, Carlos	\$3,657.50
6/30/2020	0003185	Drew, John	\$52.50
6/30/2020	0000735	Duhon, Steven	\$1,875.00
6/30/2020	0003183	Dukes, Jackie	\$52.50
6/30/2020	0003181	Dutt, Eric	\$810.89
6/30/2020	0195025	Edgar, Jason	\$2,621.25
6/30/2020	0203102	Erickson, Christian	\$730.32
6/30/2020	0003179	Eshafi, Nouri	\$1,554.70
6/22/2020	0020621	Esposito, Marie	\$776.59
6/30/2020	0000828	Fabiyi, Edith	\$3,028.00
6/30/2020	0003208	Falbo, Lydia	\$4,831.38
6/30/2020	0003210	Farina, Peter	\$1,604.28
6/30/2020	0000814	Favela, Martha	\$1,833.25
6/30/2020	0024667	Festa, John	\$776.81
6/30/2020	0199086	Feulner, Joseph	\$1,881.88
6/30/2020	0079155	Fields, Stanley	\$11,678.55
6/30/2020	0000805	Flasza, Jamie	\$3,118.38
6/30/2020	0193664	Florio, Joseph	\$4,008.33
6/30/2020	0092824	Folkers, Jeff	\$1,678.29
6/30/2020	0162452	Foltz, Chris	\$1,386.39
6/22/2020	0198794	French, Dustin	\$945.00
6/30/2020	0198254	Galarza-Espino, Catherine	\$2,303.21
6/30/2020	0000938	Gan, Xiaoling	\$3,316.08
6/30/2020	0000838	Garcia-Searle, Brenda	\$3,115.87
6/30/2020	0170257	Gasca, Guillermo	\$2,308.79
6/30/2020	0000935	Gatyas, Kenton	\$8,513.42
6/22/2020	0000945	Gavin, Kerri	\$617.25
6/30/2020	0201847	Gehrke, Alison	\$4,425.00

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0202831	Gidwani, Tarun	\$2,535.88
6/30/2020	0000724	Gilligan, Brian	\$3,731.04
6/30/2020	0040272	Gilmartin, Beth	\$87.50
6/30/2020	0000896	Ginley, Steven	\$4,026.64
6/30/2020	0156018	Glover, Brian	\$52.50
6/22/2020	0188181	Gomez, Adriana	\$360.75
6/22/2020	0194953	Gomez, Paul	\$755.36
6/30/2020	0200291	Gonzalez, Susana	\$52.50
6/22/2020	0204090	Gotch, Joseph	\$1,244.25
6/30/2020	0192827	Gourlay, Jonathan	\$4,956.67
6/30/2020	0197670	Graham, Leslie	\$2,083.33
6/30/2020	0189759	Green, Amy	\$5,760.71
6/22/2020	0065681	Gutierrez, Miguel	\$200.00
6/30/2020	0000788	Gutierrez, Rosa	\$2,355.39
6/22/2020	0204565	Hahn, Kathleen	\$575.70
6/30/2020	0003110	Halm, James	\$1,681.06
6/30/2020	0003012	Halsey, Meg	\$1,516.79
6/30/2020	0204017	Hamer, Laura	\$37.50
6/22/2020	0168466	Haro, Patricia	\$897.12
6/30/2020	0003118	Hayward, James	\$87.50
6/30/2020	0165694	Helmus, Sara	\$8,923.46
6/30/2020	0199924	Henderson, Samuel	\$48.00
6/30/2020	0193606	Hernandez, Francisco	\$1,914.42
6/30/2020	0111441	Hernandez, Jazmyne	\$1,791.79
6/22/2020	0097391	Herrera, Destiny	\$342.25
6/30/2020	0000841	Herrera, Michelle	\$2,545.86
6/30/2020	0159384	Herrmann, Julianne	\$2,540.83
6/30/2020	0002953	Hirsch, Maynard	\$52.50
6/30/2020	0002912	Imburgia, Joseph	\$4,864.96
6/30/2020	0061134	Iniquez, Jennifer	\$2,662.33
6/30/2020	0174916	Iniquez, Michael	\$1,566.54
6/22/2020	0200012	Jaimes, Hector	\$419.76
6/30/2020	0172999	Jaimes, Tanya	\$1,791.80
6/30/2020	0002876	Jaquez, Evelyn	\$2,046.46
6/30/2020	0107686	Jara, Blanca	\$3,591.67
6/30/2020	0156123	Jeffries, Nancy	\$1,875.00
6/30/2020	0000785	Johnson, Caroline	\$2,314.42

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0060105	Jonas, David	\$2,807.54
6/22/2020	0000773	Karas, Demetra	\$497.76
6/30/2020	0000870	Kasprowicz, Michael	\$4,498.13
6/30/2020	0003157	Kelikian, Toula	\$8,458.38
6/30/2020	0106675	Khalifeh, Khalaf	\$52.50
6/30/2020	0200721	Kilheeneey, Heather	\$1,596.74
6/30/2020	0169153	Kinney, Amy	\$1,518.46
6/30/2020	0165341	Klementzos, Jennifer	\$1,826.83
6/30/2020	0000004	Kott, Micheal	\$4,074.75
6/30/2020	0000021	Koutny, Linda	\$2,465.92
6/30/2020	0098818	Kubelka, Christine	\$2,533.25
6/30/2020	0002957	Kupec, Debra	\$2,473.17
6/30/2020	0107914	Labno, David	\$1,860.08
6/22/2020	0187356	Lagmay, Irvnfrancis	\$46.25
6/30/2020	0003176	Leven, Robert	\$849.28
6/30/2020	0190139	Li, Jiarong	\$35.00
6/30/2020	0000833	Litwicki, Mark	\$5,829.50
6/22/2020	0003139	Loomis, Tisha	\$460.00
6/30/2020	0003139	Loomis, Tisha	\$35.00
6/22/2020	0060156	Lopez, Edwin	\$469.02
6/30/2020	0003025	Lopez, Flora	\$1,461.59
6/22/2020	0197014	Lopez, John	\$488.76
6/30/2020	0003094	Lopez, Noe	\$52.50
6/30/2020	0002037	LoPresti, Joseph	\$52.50
6/22/2020	0181579	Lorenzo, Ana	\$444.00
6/30/2020	0027824	Lorgus, Richard	\$52.50
6/30/2020	0003033	Lozano, Gloria	\$1,826.83
6/30/2020	0003026	Lubeck, Sarah	\$1,554.69
6/30/2020	0194045	Lullo, Ronald	\$4,175.00
6/22/2020	0194550	Luna, Guadalupe	\$296.00
6/30/2020	0172876	Lundquist, Heidi	\$2,184.29
6/30/2020	0003100	Lyons, Kenneth	\$87.50
6/30/2020	0196609	Macario, Ana	\$1,427.89
6/30/2020	0173996	Mallett, Klaudia	\$1,014.64
6/30/2020	0194869	Manning, Bryant	\$3,933.08
6/30/2020	0090401	Mantzakides, Thomas	\$2,308.79
6/30/2020	0192111	Markel, Carolyn	\$2,715.21

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0190172	Marshall, Ashanta	\$2,708.33
6/22/2020	0184957	Martinez, Abigail	\$534.24
6/30/2020	0000822	Martinez, Blanca	\$1,901.71
6/22/2020	0187055	Martinez, Elizabet	\$416.25
6/30/2020	0167581	Martinez Jr, Salvador	\$87.50
6/30/2020	0000955	Martinez, Raul	\$2,822.14
6/30/2020	0192110	Martin, Joanna	\$2,621.66
6/30/2020	0183993	Martino, Shannon	\$3,511.13
6/30/2020	0000869	Marzullo, Frank	\$7,946.25
6/30/2020	0017224	Mata, Gabriela	\$2,375.00
6/30/2020	0003232	Mathelier, Lisa	\$6,773.00
6/30/2020	0003106	Matthews, Kay	\$87.50
6/22/2020	0156656	Mazzone, Dominick	\$498.64
6/22/2020	0000732	McFadden, James	\$1,092.74
6/30/2020	0000909	McGhee, Edward	\$2,020.31
6/30/2020	0198650	McKenzie, Carla	\$2,457.81
6/30/2020	0002697	McLaughlin, Keith	\$8,337.21
6/22/2020	0194872	McNamer, Carol	\$931.14
6/30/2020	0181094	Melgoza, Elizabeth	\$1,791.79
6/22/2020	0190911	Melgoza, Lissette	\$907.20
6/22/2020	0197791	Mendez, Andy	\$178.06
6/22/2020	0198047	Miaso, Sophie	\$277.50
6/30/2020	0002885	Miculinic, Bonnie	\$87.50
6/30/2020	0170780	Miranda, Ashley	\$52.50
6/30/2020	0036426	Miranda, July	\$37.50
6/30/2020	0000769	Mohr, Michele	\$3,655.63
6/30/2020	0156768	Monrroy, Jacqueline	\$1,583.96
6/30/2020	0002467	Montgomery, Jered	\$1,443.22
6/22/2020	0062924	Montiel, Octavio	\$274.23
6/30/2020	0002708	Montoro, Roger	\$3,061.66
6/30/2020	0054966	Montoro, Roger	\$1,523.45
6/30/2020	0155712	Moreno, Benjamin	\$52.50
6/30/2020	0076708	Moreno, Berta	\$87.50
6/30/2020	0197664	Mosqueda, Claudia	\$3,450.00
6/30/2020	0187216	Moss, Neil	\$1,800.46
6/30/2020	0192112	Mulvey, Irene	\$4,367.04
6/30/2020	0170685	Munoz, Erica	\$1,398.21

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/22/2020	0188225	Murillo, Alexis	\$616.95
6/22/2020	0000862	Napoletano, Elizabeth	\$610.67
6/22/2020	0113154	Nava, Karen	\$1,088.64
6/30/2020	0000815	Nedza, Michael	\$3,760.29
6/22/2020	0000807	Nungaray, Yadira	\$229.84
6/30/2020	0049422	Ocampo, Jose	\$1,350.22
6/30/2020	0000928	O'Connell, James	\$2,615.29
6/30/2020	0081992	O'Halloran, Denis	\$52.50
6/30/2020	0189933	Olvera, Roberto	\$1,312.93
6/30/2020	0195021	Ostojic, Gordana	\$2,716.50
6/30/2020	0000747	Paez, Elizabeth	\$4,574.67
6/30/2020	0000951	Paneral, Beth	\$1,709.31
6/30/2020	0205374	Papanikolla, Itri	\$2,729.01
6/30/2020	0197448	Parrish, Vanessa	\$3,170.83
6/22/2020	0082070	Patterson, Jessica	\$878.87
6/30/2020	0002913	Pearson, Dennis	\$6,813.54
6/30/2020	0000820	Pencheva, Tsonka	\$5,610.63
6/30/2020	0007939	Perez, Armando	\$2,928.84
6/30/2020	0000863	Perez, Guadalupe	\$1,901.67
6/22/2020	0000950	Perez, Jaime	\$823.95
6/30/2020	0000776	Perez, Mireya	\$5,608.29
6/30/2020	0083410	Perez, Sonia	\$2,308.79
6/30/2020	0003160	Perusich, James	\$87.50
6/30/2020	0177526	Pierce, Tom	\$5,866.50
6/30/2020	0194866	Ploszaj, Randi	\$2,905.50
6/30/2020	0000752	Porod, Eric	\$3,257.08
6/22/2020	0184659	Price, Courtney	\$74.00
6/30/2020	0160605	Primm, Rebecca	\$1,747.50
6/30/2020	0195558	Pulaski, Andrew	\$3,840.71
6/30/2020	0000848	Pullia, Nicole	\$1,681.21
6/22/2020	0182901	Quezada, Joel	\$923.75
6/30/2020	0041753	Quiroga-Nevarez, Daiana	\$2,257.96
6/30/2020	0000743	Raigoza, Suzanna	\$3,054.17
6/30/2020	0188076	Ramirez, Aurelia	\$1,241.00
6/30/2020	0000889	Ramirez, Jose	\$1,842.89
6/22/2020	0182681	Ramirez, Keith	\$92.50
6/30/2020	0000953	Raygoza, Liliana	\$2,050.00

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/22/2020	0186368	Recio-Palacios, Emely	\$483.84
6/30/2020	0000726	Reft, Jennifer	\$5,559.46
6/22/2020	0000728	Resendiz, Rosalie	\$308.50
6/22/2020	0163631	Reyes, Daniel	\$932.14
6/30/2020	0003168	Reynard, Michael	\$52.50
6/30/2020	0189140	Ridyard, Melissa	\$3,070.41
6/30/2020	0003172	Ritz, Jim	\$52.50
6/30/2020	0000872	Rivas, Angel	\$1,722.01
6/30/2020	0000925	Rivera, Juan	\$2,232.79
6/30/2020	0000748	Rodriguez, Diana	\$2,314.42
6/30/2020	0156404	Rodriguez Jr, Jesus	\$2,315.63
6/22/2020	0000900	Rodriguez, Yesel	\$650.25
6/22/2020	0182228	Rogers, Brian	\$74.00
6/30/2020	0056628	Roman, Daniel	\$2,711.25
6/30/2020	0161489	Romero, Julian	\$1,350.22
6/22/2020	0184699	Romo, Cindy	\$92.50
6/30/2020	0192553	Rose, Charles	\$3,175.00
6/30/2020	0195019	Roselund, David	\$4,331.95
6/30/2020	0000731	Rosiak-Seo, Kymberly	\$6,544.46
6/22/2020	0184094	Ruiz, Rosa	\$353.81
6/30/2020	0000797	Ruiz, Ruben	\$7,100.62
6/30/2020	0197705	Russo Neri, Trisha	\$4,126.79
6/22/2020	0000852	Saibic, Joyce	\$870.48
6/30/2020	0000754	Sajatovic, Mark	\$2,059.46
6/22/2020	0179203	Saldana, Esbeidy	\$672.00
6/30/2020	0168430	Saldana-Huerta, Carolina	\$1,583.96
6/30/2020	0204533	Samarah, Mariam	\$2,550.00
6/22/2020	0058030	Sanchez, Alberto	\$128.36
6/30/2020	0197693	Sanchez, Alejandro	\$3,566.79
6/30/2020	0181767	Sanchez Anderson, Maria	\$3,601.46
6/30/2020	0000907	Sanchez, Luis	\$5,652.09
6/22/2020	0189232	Sanchez, Priscilla	\$333.00
6/30/2020	0003018	Sandoval, Jamie	\$52.50
6/22/2020	0047239	Sandoval, Rosaura	\$1,016.19
6/30/2020	0162444	Sanei, Maxwell	\$35.00
6/30/2020	0172945	Santoyo, Perla	\$1,666.67
6/22/2020	0082829	Sarabia, Angel	\$325.84

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0003149	Sassetti, James	\$52.50
6/30/2020	0000921	Scatchell, Candyce	\$2,327.83
6/30/2020	0003134	Schmidt, Joseph	\$52.50
6/30/2020	0000898	Schmitt, Robert	\$4,228.54
6/30/2020	0000860	Schoepf, Cheryl	\$2,310.75
6/30/2020	0195022	Schreier, Jennifer	\$5,524.41
6/30/2020	0160546	Schrey, Courtney	\$1,495.72
6/30/2020	0163224	Schultz, Arthur	\$52.50
6/22/2020	0000857	Schultz, Charmayne	\$1,844.40
6/30/2020	0189751	Selvaggio, Nicole	\$87.50
6/22/2020	0000861	Seropian, Daniel	\$583.50
6/30/2020	0199500	Shimko, Kristen	\$2,303.21
6/30/2020	0002709	Shouba, Derek	\$4,935.88
6/30/2020	0194372	Skov, Erik	\$87.50
6/30/2020	0197678	Skurski, Katherine	\$2,611.92
6/30/2020	0003089	Sleeth, Bradley	\$5,358.29
6/30/2020	0202244	Smith, Caprice	\$1,875.00
6/22/2020	0121377	Smith, Daniel	\$1,639.08
6/30/2020	0003170	Smith, Duane	\$35.00
6/30/2020	0003165	Smith-Irowa, Pamela	\$884.28
6/30/2020	0181260	Smith, Jeanine	\$1,201.52
6/30/2020	0000789	Smith, Maria	\$2,308.79
6/30/2020	0204753	Smith, Richard	\$2,500.00
6/30/2020	0000939	Sonnier, Celeste	\$3,510.21
6/30/2020	0000842	Soto, Marlene	\$2,314.42
6/22/2020	0186301	Soto, Patricia	\$678.15
6/30/2020	0125437	Soto, Yasna	\$1,425.17
6/30/2020	0000943	Spaniol, Scott	\$6,135.42
6/22/2020	0204095	Spizzirri, Francesco	\$525.55
6/30/2020	0160304	Stanukinas, Melissa	\$2,123.75
6/30/2020	0184165	Stefanski, Eric	\$52.50
6/30/2020	0000759	Steinhaus, Julie	\$1,805.92
6/22/2020	0007897	Stella, Leslie	\$867.94
6/30/2020	0003141	Stevens, Jane	\$52.50
6/30/2020	0003137	Stewart, Constance	\$87.50
6/30/2020	0199375	Strauts, Erin	\$2,864.59
6/22/2020	0000792	Streuly, Russell	\$690.75

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0000761	Styer, Audrey	\$5,531.67
6/22/2020	0190101	Sulack, Alexandra	\$99.72
6/30/2020	0190101	Sulack, Alexandra	\$87.50
6/30/2020	0003130	Sun, Yizhong	\$52.50
6/30/2020	0189488	Swint, Ashley	\$1,431.32
6/30/2020	0000897	Sykora, Donald	\$4,233.21
6/30/2020	0156444	Talwar, Sundeep	\$52.50
6/30/2020	0161138	Tejeda, Erika	\$3,094.29
6/30/2020	0190939	Testa, Mary	\$75.00
6/30/2020	0159232	Thelemaque, Cristina	\$845.64
6/22/2020	0007863	Thomas, Paul	\$507.99
6/30/2020	0005802	Thompson, Juhelia	\$749.32
6/30/2020	0194864	Tomchek, Ryan	\$2,240.00
6/30/2020	0000738	Torres, Gina	\$2,739.04
6/22/2020	0199373	Tovar, Rebeka	\$416.25
6/30/2020	0200701	Treiber, John	\$4,841.67
6/30/2020	0003051	Trevino-Garcia, Linda	\$842.66
6/22/2020	0198684	Trujillo, Veronica	\$353.81
6/30/2020	0198069	Tsang, Yukto	\$35.00
6/30/2020	0000019	Ulbrich, Scott	\$3,102.00
6/30/2020	0003107	Vacek, Sarah	\$35.00
6/30/2020	0055604	Valdez, Ana	\$2,133.33
6/30/2020	0000886	Vargas, Maria	\$2,338.92
6/22/2020	0200457	Vargas, Yvis	\$725.76
6/22/2020	0000796	Vazquez, Luis	\$344.79
6/30/2020	0166301	Vega-Huezo, Wendy	\$3,336.21
6/30/2020	0000808	Velazquez, Marisol	\$4,776.58
6/22/2020	0152888	Voight, William	\$209.55
6/30/2020	0152888	Voight, William	\$52.50
6/30/2020	0196031	Wagner, Richard	\$1,427.89
6/30/2020	0000868	Walley, Cynthia	\$602.50
6/30/2020	0013245	Warren, John	\$3,555.33
6/30/2020	0122566	Watkins, Meredith	\$2,851.18
6/30/2020	0158266	Wido, Christopher	\$2,133.33
6/30/2020	0190102	Windham, Brandie	\$3,811.25
6/22/2020	0000767	Wolff, Michael	\$350.10
6/30/2020	0000736	Wood, Robert	\$4,862.17

Morton College - Payroll Register - Period Ending June 30, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
6/30/2020	0133829	Yaghoubi, Poupak	\$52.50
6/30/2020	0000942	Yanez, Rodolfo	\$2,398.63
6/30/2020	0200289	Young, Amanda	\$2,440.71
6/30/2020	0003086	Zick, Jennifer	\$52.50
6/30/2020	0000813	Zukauskas, Karolis	\$6,356.96

Total Paid \$741,257.43

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: FW: Action Item 8.1 for 8/26/2020 Board Meeting
Date: Friday, August 14, 2020 8:36:55 AM
Attachments: [Board AS Totals 7.31.20.pdf](#)
[CK Register 7.31.20.pdf](#)
[Over 10k Jul 2020.pdf](#)
[Payroll Register 7.15.20.pdf](#)
[Payroll Register 7.31.20.pdf](#)

Approved.

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Thursday, August 13, 2020 4:07 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.1 for 8/26/2020 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF JULY 2020 IN THE AMOUNT OF \$4,113,533 AND BUDGET TRANSFERS IN THE AMOUNT OF \$0 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records

Thank you,

Suzanna Raigoza
Senior Accountant
Morton College
3801 S Central Ave
Cicero, IL 60804

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of July, 2020 be approved and/or ratified in the amount of \$4,113,533 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	07/31/2020	1,578,890
Payroll	07/15/2020	745,278
Payroll	07/31/2020	743,961
Student Refunds	07/31/2020	<u>277,056</u>
		3,345,185

O&M Restricted Fund (03)

Cash Disbursements - Monthly	07/31/2020	<u>768,348</u>
TOTAL ALL FUNDS		<u><u>\$4,113,533</u></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 26th 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
0091853	07/09/20	Recon	0169985	A. Lange Consulting, LLC	V0130880	06/10/20		440.00		440.00
								440.00		440.00
0091854	07/09/20	Outst	0197675	Mr. Michael T. Brown	V0132932	07/01/20		500.00		500.00
					V0132935	07/02/20		96.00		96.00
								596.00		596.00
0091855	07/09/20	Void	0000995	Bureau Water/Sewer Town						
0091856	07/09/20	Recon	0013691	Sally Caicedo	V0132933	07/01/20		375.00		375.00
								375.00		375.00
0091857	07/09/20	Recon	0001895	Delta Dental of Illinois	V0132826	06/30/20		9,299.52		9,299.52
								9,299.52		9,299.52
0091858	07/09/20	Outst	0202645	Illiam Figueroa	V0132606	06/24/20		500.00		500.00
								500.00		500.00
0091859	07/09/20	Recon	0202383	Flexible Benefit Service	V0132829	06/30/20		350.00		350.00
								350.00		350.00
0091860	07/09/20	Recon	0001061	ICCTA	V0132712	07/01/20		5,570.00		5,570.00
								5,570.00		5,570.00
0091861	07/09/20	Recon	0007791	Linda Caputi Inc	V0132601	06/24/20		2,800.00		2,800.00
								2,800.00		2,800.00
0091862	07/09/20	Recon	0168592	Marsh USA, Inc.	V0132936	07/02/20		4,834.00		4,834.00
								4,834.00		4,834.00
0091863	07/09/20	Recon	0000726	Dr. Jennifer L. Reft	V0131798	06/23/20		217.35		217.35
								217.35		217.35
0091864	07/09/20	Recon	0001909	Reliance Standard Life I	V0130698	06/09/20		7,921.89		7,921.89
								7,921.89		7,921.89
0091865	07/09/20	Recon	0125437	Ms Yasna A. Soto	V0132985	07/07/20		500.00		500.00
								500.00		500.00

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0091930	07/09/20	Recon	0000995	Bureau Water/Sewer Town	V0132993	06/30/20		191.34		191.34
					V0132995	06/30/20		191.34		191.34
					V0132996	06/30/20		191.34		191.34
					V0132997	06/30/20		191.34		191.34
					V0133047	07/09/20		202.93-		-202.93
								562.43		562.43
0091931	07/15/20	Recon	0001375	AXA Equitable Equi-Vest	V0133153	07/15/20		2,106.00		2,106.00
								2,106.00		2,106.00
0091932	07/15/20	Recon	0177469	Bright Start College Sav	V0133154	07/15/20		100.00		100.00
								100.00		100.00
0091933	07/15/20	Outst	0001422	CCCTU-Cope Fund	V0133155	07/15/20		136.00		136.00
								136.00		136.00
0091934	07/15/20	Outst	0001374	College & University Cre	V0133157	07/15/20		200.00		200.00
								200.00		200.00
0091935	07/15/20	Recon	0001371	Colonial Life & Accident	V0133158	07/15/20		12.00		12.00
								12.00		12.00
0091936	07/15/20	Recon	0191845	Metropolitan Alliance of	V0133160	07/15/20		269.00		269.00
								269.00		269.00
0091937	07/15/20	Outst	0101061	Morton College Faculty	V0133156	07/15/20		11.12		11.12
								11.12		11.12
0091938	07/15/20	Outst	0001372	Morton College Teachers	V0133162	07/15/20		1,591.76		1,591.76
								1,591.76		1,591.76
0091939	07/15/20	Outst	0001372	Morton College Teachers	V0133161	07/15/20		2,456.03		2,456.03
								2,456.03		2,456.03
0091940	07/15/20	Recon	0001513	SEIU Local 73 Cope	V0133163	07/15/20		9.00		9.00
								9.00		9.00
0091941	07/15/20	Recon	0001373	Service Employees Intl U	V0133164	07/15/20		457.81		457.81
								457.81		457.81

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0091942	07/15/20	Recon	0001563	State Disbursement Unit	V0133165	07/15/20		50.00		50.00
								50.00		50.00
0091943	07/15/20	Recon	0001161	State Univ Retirement Sy	V0133166	07/15/20		65,266.80		65,266.80
								65,266.80		65,266.80
0091944	07/15/20	Recon	0001370	TIAA-CREF	V0133159	07/15/20		750.00		750.00
					V0133167	07/15/20		2,783.53		2,783.53
								3,533.53		3,533.53
0091945	07/15/20	Recon	0001376	VALIC	V0133168	07/15/20		1,903.16		1,903.16
								1,903.16		1,903.16
0091946	07/15/20	Recon	0179876	Voya Retirement Insuranc	V0133169	07/15/20		1,227.40		1,227.40
								1,227.40		1,227.40
0091947	07/15/20	Recon	0190089	3OE Solutions	V0133202	06/30/20	B0003244	4,333.00		4,333.00
								4,333.00		4,333.00
0091948	07/15/20	Recon	0013221	4IMPRINT	V0133103	06/30/20	P0008895	6,152.71		6,152.71
								6,152.71		6,152.71
0091949	07/15/20	Recon	0169985	A. Lange Consulting, LLC	V0133064	06/30/20	B0003330	550.00		550.00
								550.00		550.00
0091950	07/15/20	Recon	0166304	A.W.E.S.O.M.E. Pest Serv	V0133035	06/30/20		240.00		240.00
								240.00		240.00
0091951	07/15/20	Recon	0000962	Airgas USA, LLC	V0133227	06/30/20	B0003043	107.36		107.36
								107.36		107.36
0091952	07/15/20	Recon	0205001	ALL Construction Group	V0133257	06/30/20	B0003406	87,826.68		87,826.68
					V0133258	06/30/20	B0003388	54,084.39		54,084.39
								141,911.07		141,911.07
0091953	07/15/20	Recon	0190802	All-Types Elevators Inc	V0133094	06/30/20		665.00		665.00
								665.00		665.00

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0091954	07/15/20	Recon	0189593	Altorfer Power Systems	V0133120	06/30/20	B0003427	164.00		164.00
					V0133121	06/30/20	B0003428	852.00		852.00
								1,016.00		1,016.00
0091955	07/15/20	Recon	0188188	Amazon Capital Services	V0133059	06/30/20	P0009073	724.89		724.89
					V0133073	06/30/20	B0003421	847.31		847.31
					V0133074	06/30/20	B0003421	308.17		308.17
					V0133204	06/30/20	P0009056	171.92		171.92
					V0133213	07/13/20	P0009137	446.46		446.46
					V0133238	07/14/20	P0009125	26.67		26.67
					V0133253	07/14/20	P0009152	1,899.84		1,899.84
								4,425.26		4,425.26
0091956	07/15/20	Recon	0000977	Apple, Inc.	V0133104	06/30/20	P0008995	1,794.00		1,794.00
					V0133105	06/30/20	P0008995	252.00		252.00
								2,046.00		2,046.00
0091957	07/15/20	Recon	0001490	Arc One Electric	V0133002	06/30/20		520.00		520.00
								520.00		520.00
0091958	07/15/20	Recon	0000973	AT&T	V0133072	06/30/20	B0003375	929.68		929.68
								929.68		929.68
0091959	07/15/20	Outst	0001953	AT&T Mobility	V0133191	06/30/20		141.82		141.82
								141.82		141.82
0091960	07/15/20	Recon	0196421	Balloons by Tommy	V0133246	06/30/20	P0009134	1,310.00		1,310.00
								1,310.00		1,310.00
0091961	07/15/20	Recon	0000985	Berwyn Ace Hardware	V0133085	06/30/20	B0002920	57.63		57.63
								57.63		57.63
0091962	07/15/20	Recon	0008105	Black Hawk College	V0133220	07/14/20	P0009154	50.00		50.00
								50.00		50.00
0091963	07/15/20	Recon	0194510	Blades of Glory Inc	V0133243	07/14/20	B0003485	1,000.00		1,000.00
								1,000.00		1,000.00
0091964	07/15/20	Recon	0001706	BR Bleachers	V0133125	06/30/20	B0003457	2,250.00		2,250.00
					V0133127	06/30/20	B0003456	2,250.00		2,250.00

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								4,500.00		4,500.00
0091965	07/15/20	Recon	0166207	BSA	V0133124	06/30/20	B0003458	3,768.65		3,768.65
								3,768.65		3,768.65
0091966	07/15/20	Outst	0205441	Cardosi Kiper Design Gro	V0133060	06/30/20	P0009115	10,000.00		10,000.00
								10,000.00		10,000.00
0091967	07/15/20	Recon	0001593	CDW-Government, Inc	V0133058	06/30/20	P0009080	361.99		361.99
					V0133093	06/30/20	P0008996	1,594.38		1,594.38
								1,956.37		1,956.37
0091968	07/15/20	Recon	0000961	Chicago Communication LL	V0133078	06/30/20		1,165.00		1,165.00
					V0133079	06/30/20		788.00		788.00
								1,953.00		1,953.00
0091969	07/15/20	Recon	0001679	Chicago Switchboard Co,	V0133189	06/30/20		143.00		143.00
								143.00		143.00
0091970	07/15/20	Recon	0001195	Cintas Corporation	V0133225	07/14/20	B0003486	219.90		219.90
								219.90		219.90
0091971	07/15/20	Recon	0194137	CLARUS Corporation	V0133014	06/30/20		1,250.00		1,250.00
								1,250.00		1,250.00
0091972	07/15/20	Recon	0177114	College Central Network	V0133255	07/14/20	P0009142	1,823.26		1,823.26
								1,823.26		1,823.26
0091973	07/15/20	Outst	0170059	Curriculum Publications	V0133095	06/30/20	P0008937	675.00		675.00
								675.00		675.00
0091974	07/15/20	Recon	0193721	Data Management, Inc.	V0133118	06/30/20	P0009119	130.00		130.00
								130.00		130.00
0091975	07/15/20	Outst	0001676	Del Galdo Law Group, LLC	V0133063	06/30/20	B0002952	15,640.00		15,640.00
								15,640.00		15,640.00
0091976	07/15/20	Recon	0205020	DiaMedical USA Equipment	V0133102	06/30/20	P0009000	464.39		464.39
								464.39		464.39

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0091977	07/15/20	Recon	0001469	Diamond Graphics	V0133229	07/14/20	P0009145	170.00		170.00
								170.00		170.00
0091978	07/15/20	Recon	0170794	The Dot Net Factory	V0133221	07/14/20	P0009156	5,627.74		5,627.74
								5,627.74		5,627.74
0091979	07/15/20	Recon	0204809	ECS Midwest, LLC	V0133145	06/30/20		2,377.50		2,377.50
								2,377.50		2,377.50
0091980	07/15/20	Recon	0002185	Ellucian Inc.	V0133106	06/30/20	P0009116	852.00		852.00
					V0133107	06/30/20	P0009116	1,597.50		1,597.50
					V0133108	06/30/20	P0009116	8,573.25		8,573.25
					V0133234	07/14/20	P0009127	77,020.00		77,020.00
					V0133235	07/14/20	P0009127	326,550.00		326,550.00
								414,592.75		414,592.75
0091981	07/15/20	Recon	0204087	Empire Construction Comp	V0133201	06/30/20	B0003358	2,600.00		2,600.00
								2,600.00		2,600.00
0091982	07/15/20	Recon	0169651	Essential Education	V0133256	06/30/20	P0009114	1,375.00		1,375.00
								1,375.00		1,375.00
0091983	07/15/20	Recon	0001029	Fed Ex	V0133089	06/30/20	B0002961	16.56		16.56
								16.56		16.56
0091984	07/15/20	Recon	0196370	FHEG Morton College Book	V0132983	06/30/20		8,781.52		8,781.52
					V0132984	06/30/20		1,405.99		1,405.99
					V0133129	06/30/20	P0008982	583.99		583.99
					V0133131	06/30/20	P0008955	2,118.39		2,118.39
					V0133140	06/30/20		26.00		26.00
								12,915.89		12,915.89
0091985	07/15/20	Recon	0157592	First Communications	V0133207	07/13/20	B0003433	988.41		988.41
								988.41		988.41
0091986	07/15/20	Outst	0188213	First Midwest Bank	V0133136	06/30/20	B0003331	36.73		36.73
					V0133137	06/30/20	P0009038	588.00		588.00
					V0133138	06/30/20	P0009098	25.00		25.00
					V0133142	06/30/20	P0009099	25.00		25.00
					V0133143	06/30/20	P0009055	224.41		224.41

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					V0133144	06/30/20	P0009044	991.30		991.30
					V0133146	06/30/20	P0009100	35.00		35.00
					V0133147	06/30/20	P0009101	50.00		50.00
					V0133149	06/30/20	P0009109	45.00		45.00
					V0133151	06/30/20	B0003422	600.00		600.00
					V0133152	06/30/20	P0009079	325.95		325.95
					V0133171	06/30/20	P0009102	75.00		75.00
					V0133174	06/30/20	P0009081	1,228.00		1,228.00
					V0133178	06/30/20	P0009103	75.00		75.00
					V0133179	06/30/20	B0003426	600.00		600.00
					V0133183	06/30/20	B0002957	26.70		26.70
					V0133185	06/30/20	P0009051	1,897.50		1,897.50
					V0133186	06/30/20	P0009052	1,897.50		1,897.50
					V0133378	06/30/20		80.00-		-80.00
								8,666.09		8,666.09
0091987	07/15/20	Outst	0188213	First Midwest Bank	V0133015	06/30/20		105.19		105.19
								105.19		105.19
0091988	07/15/20	Outst	0188213	First Midwest Bank	V0133016	06/30/20		199.00		199.00
								199.00		199.00
0091989	07/15/20	Outst	0188213	First Midwest Bank	V0133017	06/30/20		25.00		25.00
								25.00		25.00
0091990	07/15/20	Outst	0188213	First Midwest Bank	V0133018	06/30/20		545.05		545.05
								545.05		545.05
0091991	07/15/20	Outst	0188213	First Midwest Bank	V0133019	06/30/20		51.50		51.50
								51.50		51.50
0091992	07/15/20	Outst	0188213	First Midwest Bank	V0133200	06/30/20		564.44		564.44
								564.44		564.44
0091993	07/15/20	Outst	0188213	First Midwest Bank	V0133261	06/30/20		986.04		986.04
								986.04		986.04
0091994	07/15/20	Recon	0001034	Flinn Scientific Inc	V0133219	06/30/20	P0009007	102.60		102.60
								102.60		102.60
0091995	07/15/20	Recon	0192360	Fusion Cloud Services, L	V0133065	06/30/20	B0003429	2,415.85		2,415.85

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								2,415.85		2,415.85
0091996	07/15/20	Recon	0205065	GradUp, LLC	V0132938	06/30/20		4,850.00		4,850.00
								4,850.00		4,850.00
0091997	07/15/20	Recon	0001381	Home Depot/GECF	V0133066	06/30/20	B0003425	399.00		399.00
					V0133067	06/30/20	B0003425	11.86		-11.86
					V0133068	06/30/20	B0003425	249.97		249.97
					V0133069	06/30/20	B0003425	122.14		122.14
								759.25		759.25
0091998	07/15/20	Recon	0001058	Horizon Screen Print Inc	V0133181	06/30/20		3,782.50		3,782.50
								3,782.50		3,782.50
0091999	07/15/20	Recon	0001647	Iron Mountain	V0133228	06/30/20	B0003010	498.45		498.45
								498.45		498.45
0092000	07/15/20	Recon	0001775	Jostens	V0133193	06/30/20		2,720.00		2,720.00
					V0133377	07/15/20	P0009121	5,643.55		5,643.55
								8,363.55		8,363.55
0092001	07/15/20	Recon	0001080	Keen Edge Co	V0133071	06/30/20	B0003424	9.12		9.12
								9.12		9.12
0092002	07/15/20	Recon	0001890	Konica Minolta Bus Solut	V0133233	06/30/20	B0003354	7,875.00		7,875.00
								7,875.00		7,875.00
0092003	07/15/20	Recon	0002233	Konica Minolta Premier F	V0133209	07/13/20	B0003441	125.17		125.17
								125.17		125.17
0092004	07/15/20	Recon	0002233	Konica Minolta Premier F	V0133212	07/13/20	B0003441	140.00		140.00
								140.00		140.00
0092005	07/15/20	Recon	0002233	Konica Minolta Premier F	V0133214	07/13/20	B0003441	2,897.00		2,897.00
								2,897.00		2,897.00
0092006	07/15/20	Recon	0002233	Konica Minolta Premier F	V0133215	07/13/20	B0003441	212.29		212.29
								212.29		212.29

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0092007	07/15/20	Recon	0001082	Lakeshore Learning Mater	V0133057	06/30/20	P0008991	767.74		767.74
								767.74		767.74
0092008	07/15/20	Recon	0205148	Lembke & Sons, Inc.	V0133037	06/30/20		209.70		209.70
					V0133203	06/30/20		469.47		469.47
								679.17		679.17
0092009	07/15/20	Recon	0204562	Lo Destro Construction C	V0133061	06/30/20	B0003349	310,329.04		310,329.04
								310,329.04		310,329.04
0092010	07/15/20	Recon	0001289	Menards	V0133090	06/30/20	B0003417	217.11		217.11
								217.11		217.11
0092011	07/15/20	Recon	0182207	Mesirow Insurance Servic	V0133122	06/30/20	B0002984	11,250.00		11,250.00
								11,250.00		11,250.00
0092012	07/15/20	Recon	0001792	Meyer Physical Therapy	V0133099	06/30/20	B0003415	5,455.00		5,455.00
								5,455.00		5,455.00
0092013	07/15/20	Recon	0001093	MIDCO Inc	V0133205	07/13/20	B0003436	40.00		40.00
								40.00		40.00
0092014	07/15/20	Recon	0198942	Midwest ASTC, LLC	V0133252	07/14/20	P0009141	650.00		650.00
								650.00		650.00
0092015	07/15/20	Outst	0155602	NACTC	V0133250	07/14/20	P0009123	2,000.00		2,000.00
								2,000.00		2,000.00
0092016	07/15/20	Recon	0001105	NASFAA	V0133254	07/14/20	P0009144	2,550.00		2,550.00
								2,550.00		2,550.00
0092017	07/15/20	Outst	0001118	NILRC	V0133239	07/14/20	P0009122	2,184.44		2,184.44
					V0133240	07/14/20	P0009122	2,999.85		2,999.85
					V0133241	07/14/20	P0009122	1,840.09		1,840.09
					V0133242	07/14/20	P0009122	4,559.10		4,559.10
					V0133244	07/14/20	P0009122	50.28		50.28
					V0133245	07/14/20	P0009122	3,210.90		3,210.90
					V0133376	07/15/20	P0009138	1,025.00		1,025.00
								15,869.66		15,869.66

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0092018	07/15/20	Recon	0199908	Occupational Health Cent	V0133259	06/30/20	B0003364	157.00		157.00
					V0133260	06/30/20	B0003364	157.00		157.00
								314.00		314.00
0092019	07/15/20	Recon	0001122	Office Depot	V0133123	06/30/20	B0003378	89.96		89.96
					V0133216	06/30/20		15.98		15.98
					V0133217	06/30/20		122.82		122.82
								228.76		228.76
0092020	07/15/20	Recon	0001131	Phi Theta Kappa	V0133111	06/30/20	P0009093	1,159.99		1,159.99
					V0133113	06/30/20	P0009093	65.00		65.00
					V0133114	06/30/20	P0009093	65.00		65.00
					V0133115	06/30/20	P0009093	1,170.00		1,170.00
								2,459.99		2,459.99
0092021	07/15/20	Recon	0200163	Rave Wireless, Inc.	V0133231	07/14/20	P0009126	8,250.00		8,250.00
								8,250.00		8,250.00
0092022	07/15/20	Recon	0002411	Republic Services #551	V0133170	06/30/20		2,853.00		2,853.00
								2,853.00		2,853.00
0092023	07/15/20	Recon	0002411	Republic Services #551	V0133173	07/13/20		3,462.00		3,462.00
								3,462.00		3,462.00
0092024	07/15/20	Recon	0200565	RJA Architects, Ltd.	V0133096	06/30/20	P0009095	1,575.00		1,575.00
					V0133097	06/30/20	P0009094	900.00		900.00
					V0133098	06/30/20	P0009094	2,325.00		2,325.00
								4,800.00		4,800.00
0092025	07/15/20	Recon	0205573	Robbins, Schwartz, Nicho	V0133199	06/30/20		9,911.88		9,911.88
								9,911.88		9,911.88
0092026	07/15/20	Outst	0196722	Sense Media LLC	V0133249	07/14/20	P0009130	1,160.25		1,160.25
								1,160.25		1,160.25
0092027	07/15/20	Recon	0001967	Shaw Media	V0133056	06/30/20	P0009110	219.50		219.50
					V0133188	06/30/20		1,574.00		1,574.00
								1,793.50		1,793.50
0092028	07/15/20	Recon	0001156	Smithereen Exterminating	V0133211	07/13/20	B0003437	170.00		170.00

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								170.00		170.00
0092029	07/15/20	Recon	0205522	SofterWare, Inc	V0133248	07/14/20	B0003475	459.00		459.00
								459.00		459.00
0092030	07/15/20	Recon	0157227	Staples Advantage	V0133109	06/30/20	B0003423	53.53		53.53
					V0133110	06/30/20	B0003423	40.39		40.39
					V0133119	06/30/20	B0003423	29.94		29.94
					V0133251	07/14/20	P0009128	116.18		116.18
								240.04		240.04
0092031	07/15/20	Recon	0002889	Suburban Door Check & Lo	V0133036	06/30/20		26.00		26.00
								26.00		26.00
0092032	07/15/20	Recon	0001107	Symmetry Energy Solution	V0133208	06/30/20	B0003328	6,013.44		6,013.44
								6,013.44		6,013.44
0092033	07/15/20	Outst	0155715	Technology Management Re	V0133084	06/30/20	B0003011	1,141.05		1,141.05
								1,141.05		1,141.05
0092034	07/15/20	Recon	0204949	Tri W-G, Inc.	V0133101	06/30/20	P0008965	47,745.00		47,745.00
								47,745.00		47,745.00
0092035	07/15/20	Recon	0002530	Troy Group Inc	V0133237	07/14/20	P0009120	680.00		680.00
								680.00		680.00
0092036	07/15/20	Recon	0001703	Vernier Software & Techn	V0133092	06/30/20	P0008992	2,499.00		2,499.00
								2,499.00		2,499.00
0092037	07/15/20	Recon	0036650	Richard Waszak	V0133081	06/30/20		490.00		490.00
					V0133082	07/13/20		192.50		192.50
								682.50		682.50
0092038	07/15/20	Recon	0001824	Waukegan Roofing Co., In	V0133117	06/30/20	P0009108	1,325.00		1,325.00
								1,325.00		1,325.00
0092039	07/15/20	Recon	0001406	Wex Bank	V0133091	06/30/20	B0003273	1,201.33		1,201.33
								1,201.33		1,201.33

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0092040	07/15/20	Recon	0001752	Comcast	V0133383	07/15/20	B0003489	141.88		141.88
								141.88		141.88
0092041	07/16/20	Recon	0002980	Ms Nannette M. Abate	V0133007	06/30/20		200.00		200.00
								200.00		200.00
0092042	07/16/20	Recon	0002911	Ms Nellie A. Abdel-Jaber	V0133008	06/30/20		200.00		200.00
								200.00		200.00
0092043	07/16/20	Recon	0156097	ACI Payments, Inc.	V0133224	06/30/20		3,577.14		3,577.14
								3,577.14		3,577.14
0092044	07/16/20	Recon	0172196	Karen Arias	V0133001	07/08/20		300.00		300.00
								300.00		300.00
0092045	07/16/20	Recon	0114943	Lizeth Arias	V0132999	07/08/20		300.00		300.00
								300.00		300.00
0092046	07/16/20	Outst	0170358	ATIXA	V0133053	07/09/20		8,664.90		8,664.90
					V0133054	07/09/20		2,888.30		2,888.30
								11,553.20		11,553.20
0092047	07/16/20	Recon	0002984	Ms Maureen A. Bridges	V0133009	06/30/20		250.00		250.00
								250.00		250.00
0092048	07/16/20	Recon	0181564	Taylor A. Cisco Jr	V0133013	07/08/20		200.00		200.00
								200.00		200.00
0092049	07/16/20	Recon	0188585	Isaias Cruz	V0133000	07/08/20		300.00		300.00
								300.00		300.00
0092050	07/16/20	Recon	0190472	Eve Molly D. Esleta	V0132998	07/08/20		300.00		300.00
								300.00		300.00
0092051	07/16/20	Recon	0024667	Mr. John P. Festa	V0132988	06/30/20		155.00		155.00
					V0133021	06/30/20		150.00		150.00
								305.00		305.00

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0092052	07/16/20	Recon	0000724	Dr. Brian R. Gilligan	V0133226	07/14/20		225.00		225.00
								225.00		225.00
0092053	07/16/20	Outst	0093278	Lucero Huizar - Solis	V0132994	07/08/20		300.00		300.00
								300.00		300.00
0092054	07/16/20	Recon	0003017	Mr. Gene T. Jundt	V0133023	06/30/20		150.00		150.00
								150.00		150.00
0092055	07/16/20	Recon	0003025	Ms Flora E. Lopez	V0133024	06/30/20		200.00		200.00
								200.00		200.00
0092056	07/16/20	Recon	0003026	Ms Sarah A. Lubeck	V0133025	06/30/20		250.00		250.00
								250.00		250.00
0092057	07/16/20	Outst	0003106	Ms Kay L. Matthews	V0133026	06/30/20		150.00		150.00
								150.00		150.00
0092058	07/16/20	Outst	0002885	Ms. Bonnie R. Miculinic	V0133028	06/30/20		200.00		200.00
								200.00		200.00
0092059	07/16/20	Recon	0001133	Pitney Bowes Inc	V0133262	06/30/20		150.00		150.00
								150.00		150.00
0092060	07/16/20	Outst	0003044	Mr. Pedro Sanchez	V0133029	06/30/20		200.00		200.00
								200.00		200.00
0092061	07/16/20	Recon	0189751	Ms. Nicole Selvaggio	V0133030	06/30/20		200.00		200.00
								200.00		200.00
0092062	07/16/20	Recon	0003170	Mr. Duane C. Smith	V0133031	06/30/20		150.00		150.00
								150.00		150.00
0092063	07/16/20	Recon	0003155	Mr. Thomas R. Spoletti	V0132990	06/30/20		518.00		518.00
								518.00		518.00
0092064	07/16/20	Recon	0190101	Mrs. Alexandra M. Sulack	V0132991	06/30/20		195.00		195.00
					V0133032	06/30/20		50.00		50.00

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								245.00		245.00
0092065	07/16/20	Outst	0159232	Mrs. Cristina Thelemaque	V0133033	06/30/20		150.00		150.00
								150.00		150.00
0092066	07/16/20	Outst	0003057	Ms Joann Valeriano	V0133034	06/30/20		150.00		150.00
								150.00		150.00
0092067	07/16/20	Recon	0001327	Vision Service Plan	V0133100	07/13/20		1,796.21		1,796.21
								1,796.21		1,796.21
0092143	07/23/20	Outst	0003074	Mr. Martin S. Barnat	V0133389	06/30/20		50.00		50.00
								50.00		50.00
0092144	07/23/20	Recon	0000918	Ms. Eileen Bonin	V0133387	07/15/20		323.00		323.00
								323.00		323.00
0092145	07/23/20	Outst	0003095	Dr. David Burns	V0133390	06/30/20		200.00		200.00
								200.00		200.00
0092146	07/23/20	Outst	0156441	Mr. Dana Campbell	V0133391	06/30/20		200.00		200.00
								200.00		200.00
0092147	07/23/20	Outst	0003098	Ms Veronica Campos	V0133392	06/30/20		200.00		200.00
								200.00		200.00
0092148	07/23/20	Recon	0002998	Mr. Dixon Chin	V0133416	06/30/20		250.00		250.00
								250.00		250.00
0092149	07/23/20	Outst	0002995	Dr. Parsa Choudhury	V0133424	06/30/20		150.00		150.00
								150.00		150.00
0092150	07/23/20	Outst	0007800	Ms. Iris N. Corral	V0133429	06/30/20		50.00		50.00
								50.00		50.00
0092151	07/23/20	Outst	0003181	Mr. Eric V. Dutt	V0133393	06/30/20		150.00		150.00
								150.00		150.00

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0092152	07/23/20	Outst	0203102	Mr. Christian Erickson	V0133394	06/30/20		250.00		250.00
								250.00		250.00
0092153	07/23/20	Recon	0003210	Mr. Peter B. Farina	V0133395	06/30/20		100.00		100.00
								100.00		100.00
0092154	07/23/20	Outst	0003006	Ms Harriet E. Fram	V0133396	06/30/20		100.00		100.00
								100.00		100.00
0092155	07/23/20	Outst	0040272	Ms Beth A. Gilmartin	V0133397	06/30/20		100.00		100.00
								100.00		100.00
0092156	07/23/20	Recon	0003118	Mr. James M. Hayward	V0133398	06/30/20		150.00		150.00
								150.00		150.00
0092157	07/23/20	Outst	0158592	IL Secretary of State	V0133425	06/30/20		14,655.41		14,655.41
								14,655.41		14,655.41
0092158	07/23/20	Outst	0106675	Mr. Khalaf H. Khalifeh	V0133400	06/30/20		50.00		50.00
								50.00		50.00
0092159	07/23/20	Outst	0200721	Ms. Heather A. Kilheaney	V0133402	06/30/20		150.00		150.00
								150.00		150.00
0092160	07/23/20	Recon	0190139	Jiarong Li	V0133403	06/30/20		200.00		200.00
								200.00		200.00
0092161	07/23/20	Outst	0003139	Ms Tisha A. Loomis	V0133404	06/30/20		150.00		150.00
								150.00		150.00
0092162	07/23/20	Recon	0167581	Mr. Salvador Martinez Jr	V0133423	06/30/20		225.00		225.00
								225.00		225.00
0092163	07/23/20	Outst	0003030	Ms. Zoe C. McManmon	V0133027	06/30/20		150.00		150.00
								150.00		150.00
0092164	07/23/20	Outst	0076708	Ms Berta Moreno	V0133405	06/30/20		200.00		200.00
								200.00		200.00

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0092165	07/23/20	Outst	0003168	Mr. Michael P. Reynard	V0133406	06/30/20		100.00		100.00
								100.00		100.00
0092166	07/23/20	Outst	0000851	Ms H.M. Joyce Roland	V0133407	06/30/20		250.00		250.00
								250.00		250.00
0092167	07/23/20	Recon	0162444	Mr. Maxwell Sanei	V0133408	06/30/20		100.00		100.00
								100.00		100.00
0092168	07/23/20	Recon	0003137	Ms. Constance R. Stewart	V0133409	06/30/20		50.00		50.00
								50.00		50.00
0092169	07/23/20	Recon	0005802	Ms. Juhelia T. Thompson	V0133411	06/30/20		200.00		200.00
								200.00		200.00
0092170	07/23/20	Outst	0003048	Mr. Frank G. Tito	V0133410	06/30/20		100.00		100.00
								100.00		100.00
0092171	07/23/20	Outst	0002594	Training Concepts, Inc.	V0133427	06/30/20		280.00		280.00
								280.00		280.00
0092172	07/23/20	Void	0201801	Michael R. Traversa						
0092173	07/23/20	Outst	0003051	Ms Linda P. Trevino-Garc	V0133412	06/30/20		150.00		150.00
					V0133417	06/30/20		45.00		45.00
								195.00		195.00
0092174	07/23/20	Outst	0003107	Ms. Sarah E. Vacek	V0133413	06/30/20		100.00		100.00
								100.00		100.00
0092175	07/23/20	Outst	0191249	Mr. Michael Westlove	V0133414	06/30/20		100.00		100.00
								100.00		100.00
0092176	07/23/20	Recon	0003059	Ms Susan M. Winningham	V0133415	06/30/20		50.00		50.00
								50.00		50.00
0092177	07/23/20	Outst	0199305	YourMembership.com, Inc	V0133384	07/15/20		251.00		251.00
					V0133385	07/15/20		629.00		629.00

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								880.00		880.00
0092228	07/30/20	Outst	0001375	AXA Equitable Equi-Vest	V0133614	07/30/20		2,106.00		2,106.00
								2,106.00		2,106.00
0092229	07/30/20	Outst	0177469	Bright Start College Sav	V0133615	07/30/20		100.00		100.00
								100.00		100.00
0092230	07/30/20	Outst	0001422	CCCTU-Cope Fund	V0133616	07/30/20		136.00		136.00
								136.00		136.00
0092231	07/30/20	Outst	0001374	College & University Cre	V0133618	07/30/20		200.00		200.00
								200.00		200.00
0092232	07/30/20	Outst	0001371	Colonial Life & Accident	V0133619	07/30/20		12.00		12.00
								12.00		12.00
0092233	07/30/20	Outst	0191845	Metropolitan Alliance of	V0133621	07/30/20		269.00		269.00
								269.00		269.00
0092234	07/30/20	Outst	0101061	Morton College Faculty	V0133617	07/30/20		11.12		11.12
								11.12		11.12
0092235	07/30/20	Outst	0001372	Morton College Teachers	V0133623	07/30/20		1,591.76		1,591.76
								1,591.76		1,591.76
0092236	07/30/20	Outst	0001372	Morton College Teachers	V0133622	07/30/20		2,456.03		2,456.03
								2,456.03		2,456.03
0092237	07/30/20	Outst	0001513	SEIU Local 73 Cope	V0133624	07/30/20		9.00		9.00
								9.00		9.00
0092238	07/30/20	Outst	0001373	Service Employees Intl U	V0133625	07/30/20		457.81		457.81
								457.81		457.81
0092239	07/30/20	Outst	0001563	State Disbursement Unit	V0133626	07/30/20		50.00		50.00
					V0133627	07/30/20		66.05		66.05
								116.05		116.05

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0092240	07/30/20	Outst	0001161	State Univ Retirement Sy	V0133628	07/30/20		65,318.64		65,318.64
								65,318.64		65,318.64
0092241	07/30/20	Outst	0001370	TIAA-CREF	V0133620	07/30/20		750.00		750.00
					V0133629	07/30/20		2,783.53		2,783.53
								3,533.53		3,533.53
0092242	07/30/20	Outst	0001376	VALIC	V0133630	07/30/20		1,903.16		1,903.16
								1,903.16		1,903.16
0092243	07/30/20	Outst	0179876	Voya Retirement Insuranc	V0133631	07/30/20		1,227.40		1,227.40
								1,227.40		1,227.40
0092244	07/30/20	Outst	0000724	Dr. Brian R. Gilligan	V0133595	07/28/20		449.00		449.00
								449.00		449.00
0092245	07/30/20	Outst	0205401	Glen Heffernan	V0133075	07/10/20		3,000.00		3,000.00
								3,000.00		3,000.00
0092246	07/30/20	Outst	0197011	Augustine C. Kanu	V0133535	07/27/20		60.00		60.00
								60.00		60.00
0092247	07/30/20	Outst	0098818	Christine A. Kubelka	V0133512	07/22/20		35.00		35.00
								35.00		35.00
0092248	07/30/20	Outst	0003232	Ms. Lisa A. Mathelier	V0133596	07/28/20		20.00		20.00
								20.00		20.00
0092249	07/30/20	Outst	0007881	NAFSA	V0133594	07/28/20		459.00		459.00
								459.00		459.00
0092250	07/30/20	Outst	0041753	Ms Daiana N. Quiroga-Nev	V0133437	07/22/20		60.00		60.00
								60.00		60.00
0092251	07/30/20	Outst	0001390	Unum Life Ins Co of Amer	V0133508	07/22/20		337.40		337.40
								337.40		337.40
0092252	07/30/20	Outst	0191249	Mr. Michael Westlove	V0133510	07/22/20		45.00		45.00
								45.00		45.00

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								45.00		45.00
0092253	07/30/20	Outst	0000736	Mr. Robert D. Wood	V0133593	07/28/20		360.14		360.14
								360.14		360.14
0092254	07/30/20	Outst	0013221	4IMPRINT	V0133721	06/30/20	P0008925	188.33-		-188.33
					V0133729	07/29/20	P0009124	145.17		145.17
					V0133749	06/30/20	P0008925	2,897.16		2,897.16
								2,854.00		2,854.00
0092255	07/30/20	Outst	0190802	All-Types Elevators Inc	V0133419	06/30/20		422.00		422.00
								422.00		422.00
0092256	07/30/20	Outst	0205232	Almy Educational Consult	V0133520	06/30/20	P0009074	259.00		259.00
					V0133576	07/27/20	P0009158	259.00		259.00
								518.00		518.00
0092257	07/30/20	Outst	0188188	Amazon Capital Services	V0133543	07/27/20	B0003490	626.29		626.29
					V0133579	07/27/20	B0003490	560.24		560.24
					V0133717	06/30/20	P0009001	152.46		152.46
					V0133747	07/30/20		677.90-		-677.90
								661.09		661.09
0092258	07/30/20	Outst	0001681	Amerigas	V0133418	06/30/20		89.07		89.07
								89.07		89.07
0092259	07/30/20	Outst	0000977	Apple, Inc.	V0133532	06/30/20	P0008890	49.00		49.00
								49.00		49.00
0092260	07/30/20	Outst	0000985	Berwyn Ace Hardware	V0133549	07/27/20	B0003476	17.98		17.98
					V0133742	07/29/20	B0003476	48.67		48.67
					V0133743	07/29/20	B0003476	15.52		15.52
								82.17		82.17
0092261	07/30/20	Outst	0000986	Berwyn Development Corp	V0133725	07/29/20	P0009181	2,380.00		2,380.00
								2,380.00		2,380.00
0092262	07/30/20	Outst	0188909	Big Signs	V0133230	06/30/20	P0009077	2,584.00		2,584.00
								2,584.00		2,584.00

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0092263	07/30/20	Outst	0183673	BKD, LLP	V0133574	07/27/20	B0003500	10,000.00		10,000.00
								10,000.00		10,000.00
0092264	07/30/20	Outst	0001923	CARLI	V0133587	07/27/20	P0009173	1,336.17		-1,336.17
					V0133588	07/27/20	P0009173	56,025.89		56,025.89
								54,689.72		54,689.72
0092265	07/30/20	Outst	0001593	CDW-Government, Inc	V0133562	07/27/20	P0009147	6,719.75		6,719.75
					V0133564	07/27/20	P0009161	804.53		804.53
					V0133719	06/30/20	P0008977	1,308.16		1,308.16
								8,832.44		8,832.44
0092266	07/30/20	Outst	0001075	Cengage Learning	V0133530	06/30/20	P0009012	1,849.60		1,849.60
								1,849.60		1,849.60
0092267	07/30/20	Outst	0000961	Chicago Communication LL	V0133589	07/27/20	P0009177	165.00		165.00
								165.00		165.00
0092268	07/30/20	Outst	0201853	Club Automation, LLC	V0133586	07/27/20	P0009169	386.00		386.00
								386.00		386.00
0092269	07/30/20	Outst	0001752	Comcast	V0133554	07/27/20	B0003466	6.31		6.31
					V0133555	07/27/20	B0003467	44.09		44.09
					V0133581	07/27/20	B0003466	183.35		183.35
								233.75		233.75
0092270	07/30/20	Outst	0001013	ComEd	V0133561	07/27/20	B0003460	14,747.66		14,747.66
								14,747.66		14,747.66
0092271	07/30/20	Outst	0001469	Diamond Graphics	V0133557	07/27/20	B0003464	600.00		600.00
					V0133585	07/27/20	P0009188	430.00		430.00
					V0133737	07/29/20	B0003503	295.00		295.00
					V0133738	07/29/20	B0003503	650.00		650.00
					V0133739	07/29/20	B0003503	170.00		170.00
					V0133741	07/29/20	B0003503	560.00		560.00
					V0133745	07/29/20	B0003464	600.00		600.00
								3,305.00		3,305.00
0092272	07/30/20	Outst	0204087	Empire Construction Comp	V0133604	06/30/20	B0003301	156,081.12		156,081.12
								156,081.12		156,081.12

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0092273	07/30/20	Outst	0198694	ePromos Promotional Prod	V0133435	06/30/20		836.27		836.27
								836.27		836.27
0092274	07/30/20	Outst	0196370	FHEG Morton College Book	V0133516	06/30/20		85,633.75		85,633.75
					V0133605	06/30/20		20,196.39		20,196.39
								105,830.14		105,830.14
0092275	07/30/20	Outst	0196233	First Watch, Inc.	V0133083	06/30/20		190.00		190.00
								190.00		190.00
0092276	07/30/20	Outst	0001034	Flinn Scientific Inc	V0133577	07/27/20	P0009140	650.57		650.57
								650.57		650.57
0092277	07/30/20	Outst	0202852	Freepoint Energy Solutio	V0133536	06/30/20	B0003322	15,691.58		15,691.58
					V0133556	07/27/20	B0003474	15,691.58		15,691.58
								31,383.16		31,383.16
0092278	07/30/20	Outst	0193183	Holt Anatomical, Inc.	V0133533	06/30/20	P0008110	3,964.00		3,964.00
								3,964.00		3,964.00
0092279	07/30/20	Outst	0001381	Home Depot/GEFCF	V0133582	07/27/20	B0003508	186.88		186.88
								186.88		186.88
0092280	07/30/20	Outst	0001065	Il Comm Col Risk Mgmt Co	V0133509	07/22/20		270,784.00		270,784.00
								270,784.00		270,784.00
0092281	07/30/20	Outst	0197706	Johnson Controls Securit	V0133584	07/27/20	B0003510	245.57		245.57
								245.57		245.57
0092282	07/30/20	Outst	0001775	Jostens	V0133534	06/30/20	B0003280	10.35		10.35
					V0133567	07/27/20	B0003498	23.24		23.24
					V0133568	07/27/20	B0003498	244.00		244.00
					V0133570	07/27/20	B0003498	897.22		897.22
					V0133571	07/27/20	B0003498	399.00		399.00
					V0133572	07/27/20	B0003498	357.00		357.00
					V0133573	07/27/20	B0003498	1,701.00		1,701.00
								3,631.81		3,631.81
0092283	07/30/20	Outst	0001080	Keen Edge Co	V0133550	07/27/20	B0003493	29.63		29.63
					V0133551	07/27/20	B0003493	21.26		21.26

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								50.89		50.89
0092284	07/30/20	Outst	0167693	Klinger Educational Prod	V0133513	06/30/20	P0008993	426.50		426.50
								426.50		426.50
0092285	07/30/20	Outst	0001890	Konica Minolta Bus Solut	V0133578	07/27/20	B0003440	730.34		730.34
								730.34		730.34
0092286	07/30/20	Outst	0002233	Konica Minolta Premier F	V0133553	07/27/20	B0003441	777.63		777.63
								777.63		777.63
0092287	07/30/20	Outst	0002233	Konica Minolta Premier F	V0133558	07/27/20	B0003441	179.40		179.40
								179.40		179.40
0092288	07/30/20	Outst	0002233	Konica Minolta Premier F	V0133559	07/27/20	B0003441	197.00		197.00
								197.00		197.00
0092289	07/30/20	Outst	0001082	Lakeshore Learning Mater	V0133531	06/30/20	P0009068	1,241.66		1,241.66
								1,241.66		1,241.66
0092290	07/30/20	Outst	0204562	Lo Destro Construction C	V0133603	06/30/20		113,852.15		113,852.15
								113,852.15		113,852.15
0092291	07/30/20	Outst	0001289	Menards	V0133552	07/27/20	B0003463	67.17		67.17
					V0133733	07/29/20	B0003463	136.04		136.04
					V0133734	07/29/20	B0003463	222.46		222.46
								425.67		425.67
0092292	07/30/20	Outst	0001492	Metal Supermarkets	V0133720	06/30/20	P0009106	2,026.93		2,026.93
								2,026.93		2,026.93
0092293	07/30/20	Outst	0001792	Meyer Physical Therapy	V0133718	06/30/20	B0003415	1,545.00		1,545.00
								1,545.00		1,545.00
0092294	07/30/20	Outst	0001093	MIDCO Inc	V0133537	06/30/20	B0003326	6,471.20		6,471.20
					V0133539	06/30/20	B0003327	10,975.00		10,975.00
					V0133542	07/27/20	B0003436	360.00		360.00
					V0133580	07/27/20	B0003436	335.81		335.81
					V0133714	07/29/20	B0003436	95.00		95.00
					V0133715	07/29/20	B0003436	640.00		640.00

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					V0133716	07/29/20	B0003436	95.00		95.00
								18,972.01		18,972.01
0092295	07/30/20	Outst	0166965	MRXI Corporation	V0133517	06/30/20	P0009028	19,250.00		19,250.00
					V0133518	06/30/20	P0009029	13,125.00		13,125.00
								32,375.00		32,375.00
0092296	07/30/20	Outst	0001159	Napa Chicago/South Harle	V0133544	07/27/20	B0003494	1.50-		-1.50
					V0133545	07/27/20	B0003494	163.48-		-163.48
					V0133546	07/27/20	B0003494	21.49		21.49
					V0133547	07/27/20	B0003494	143.61		143.61
								0.12		0.12
0092297	07/30/20	Outst	0199908	Occupational Health Cent	V0133735	07/29/20	B0003472	157.00		157.00
								157.00		157.00
0092298	07/30/20	Outst	0002406	Paisans Pizza	V0133190	06/30/20		320.00		320.00
					V0133514	06/30/20	P0008600	36.00		36.00
					V0133515	06/30/20	P0008599	62.70		62.70
								418.70		418.70
0092299	07/30/20	Outst	0001835	Ray O'Herron Co. of Oakb	V0133575	07/27/20	B0003499	1,003.00		1,003.00
								1,003.00		1,003.00
0092300	07/30/20	Outst	0200122	Riccio Construction Corp	V0133529	07/27/20	P0009178	63,870.00		63,870.00
								63,870.00		63,870.00
0092301	07/30/20	Outst	0175342	Royal Publishing	V0133724	07/29/20	P0009180	325.00		325.00
								325.00		325.00
0092302	07/30/20	Outst	0169797	Russo's Power Equipment,	V0133583	07/27/20	B0003509	91.00		91.00
								91.00		91.00
0092303	07/30/20	Outst	0188908	Signco	V0133727	07/29/20	P0009182	5,462.50		5,462.50
					V0133728	07/29/20	P0009183	5,900.00		5,900.00
								11,362.50		11,362.50
0092304	07/30/20	Outst	0182724	Single Path	V0133541	07/27/20	B0003445	7,750.00		7,750.00
								7,750.00		7,750.00

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0092305	07/30/20	Outst	0205518	Stran Promotional Soluti	V0133176	06/30/20		597.53		597.53
								597.53		597.53
0092306	07/30/20	Outst	0002889	Suburban Door Check & Lo	V0133744	07/29/20	B0003469	171.00		171.00
								171.00		171.00
0092307	07/30/20	Outst	0001454	Superior Awards	V0133526	06/30/20		130.00		130.00
								130.00		130.00
0092308	07/30/20	Outst	0001107	Symmetry Energy Solution	V0133748	06/30/20	B0003328	4,877.78		4,877.78
								4,877.78		4,877.78
0092309	07/30/20	Outst	0155715	Technology Management Re	V0133736	07/29/20	B0003442	1,141.05		1,141.05
								1,141.05		1,141.05
0092310	07/30/20	Outst	0200590	Titanium Software, Inc.	V0121970	10/10/19	P0007848	1,920.00		1,920.00
								1,920.00		1,920.00
0092311	07/30/20	Outst	0002594	Training Concepts, Inc.	V0133565	07/27/20	P0009167	250.00		250.00
					V0133566	07/27/20	P0009151	630.95		630.95
								880.95		880.95
0092312	07/30/20	Outst	0000974	Verizon Wireless	V0133730	07/29/20	B0003431	28.44		28.44
								28.44		28.44
0092313	07/30/20	Recon	0036650	Richard Waszak	V0133511	06/30/20		1,365.00		1,365.00
					V0133726	07/29/20	P0009187	1,260.00		1,260.00
								2,625.00		2,625.00
0092314	07/30/20	Outst	0166312	Wells Fargo Equipment F	V0133560	07/27/20	B0003444	1,248.00		1,248.00
								1,248.00		1,248.00
E0006151	07/01/20	Outst	0171211	Nestor E. Castillo	V0131773	06/22/20		500.00		500.00
								500.00		500.00
E0006166	07/08/20	Outst	0200047	Mr. Carissa Davis	V0132827	06/30/20		92.97		92.97
								92.97		92.97

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E0006167	07/08/20	Outst	0061134	Mrs. Jennifer R. Iniquez	V0132934	07/01/20		181.75		181.75
								181.75		181.75
E0006168	07/08/20	Outst	0107686	Mrs. Blanca E. Jara	V0132612	06/25/20		42.06		42.06
								42.06		42.06
E0006169	07/08/20	Outst	0017224	Ms Gabriela Mata	V0130424	05/31/20		637.92		637.92
					V0132784	06/29/20		900.00		900.00
					V0132806	06/29/20		250.00		250.00
								1,787.92		1,787.92
E0006170	07/08/20	Outst	0000743	Ms. Suzanna Raigoza	V0132931	07/01/20		500.00		500.00
								500.00		500.00
E0006171	07/08/20	Outst	0000953	Ms. Liliana Raygoza	V0132761	06/29/20		148.90		148.90
								148.90		148.90
E0006172	07/08/20	Outst	0056628	Mr. Daniel B. Roman	V0132823	06/30/20		167.33		167.33
								167.33		167.33
E0006173	07/08/20	Outst	0168430	Mrs. Carolina Saldana-Hu	V0132647	06/25/20		258.65		258.65
								258.65		258.65
E0006174	07/08/20	Outst	0201801	Michael R. Traversa	V0132986	07/07/20		1,020.00		1,020.00
								1,020.00		1,020.00
E0006175	07/08/20	Outst	0190102	Ms. Brandie N. Windham	V0131375	06/17/20		150.00		150.00
					V0132649	06/25/20		500.00		500.00
								650.00		650.00
E0006176	07/14/20	Outst	0201908	Susan A. Blackshear	V0133223	07/14/20	B0003473	1,050.00		1,050.00
								1,050.00		1,050.00
E0006177	07/14/20	Outst	0122174	Derek W. Dominick	V0133076	06/30/20		805.00		805.00
					V0133080	07/13/20		647.50		647.50
								1,452.50		1,452.50
E0006178	07/14/20	Outst	0203931	Krystyna Kwak	V0133222	07/14/20	P0009153	425.00		425.00
								425.00		425.00

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E0006179	07/15/20	Outst	0000915	Ms Cheryl L. Bulat	V0133010	06/30/20		150.00		150.00
								150.00		150.00
E0006180	07/15/20	Outst	0190883	Ms. Sally Delgado	V0132978	07/07/20		149.00		149.00
					V0133195	07/13/20		198.00		198.00
					V0133198	07/13/20		147.25		147.25
								494.25		494.25
E0006181	07/15/20	Outst	0200575	Juan M. Garcia, JR	V0133055	07/09/20		289.20		289.20
								289.20		289.20
E0006182	07/15/20	Outst	0003012	Ms. Meg J. Halsey	V0133022	06/30/20		150.00		150.00
								150.00		150.00
E0006183	07/15/20	Outst	0107686	Mrs. Blanca E. Jara	V0133192	07/13/20		35.58		35.58
								35.58		35.58
E0006184	07/15/20	Outst	0051880	Korina Manriquez	V0133040	07/09/20		200.00		200.00
								200.00		200.00
E0006185	07/15/20	Outst	0198650	Ms. Carla McKenzie	V0133042	06/30/20		54.59		54.59
								54.59		54.59
E0006186	07/15/20	Outst	0156404	Mr. Jesus Rodriguez Jr	V0133011	06/30/20		700.00		700.00
								700.00		700.00
E0006187	07/15/20	Outst	0035976	Zeshan Satti	V0132989	07/07/20		200.00		200.00
								200.00		200.00
E0006231	07/22/20	Outst	0167416	Mrs. Cynthia Aleman - Lo	V0133431	07/21/20		174.68		174.68
								174.68		174.68
E0006232	07/22/20	Outst	0190883	Ms. Sally Delgado	V0133194	06/30/20		39.40		39.40
					V0133196	07/13/20		10.98		10.98
					V0133197	06/30/20		10.20		10.20
								60.58		60.58
E0006233	07/22/20	Outst	0000841	Mrs. Michelle C. Herrera	V0132963	07/07/20		750.00		750.00

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								750.00		750.00
E0006234	07/22/20	Outst	0197664	Ms. Claudia Mosqueda	V0133426	07/20/20		269.89		269.89
								269.89		269.89
E0006293	07/29/20	Outst	0167416	Mrs. Cynthia Aleman - Lo	V0133521	06/30/20		36.99		36.99
								36.99		36.99
E0006294	07/29/20	Outst	0190883	Ms. Sally Delgado	V0133432	07/21/20		100.00		100.00
					V0133433	07/21/20		281.29		281.29
								381.29		381.29
E0006295	07/29/20	Outst	0200575	Juan M. Garcia, JR	V0133428	06/30/20		510.00		510.00
								510.00		510.00
E0006296	07/29/20	Outst	0165694	Dr. Sara E. Helmus	V0133591	06/30/20		98.99		98.99
								98.99		98.99
E0006297	07/29/20	Outst	0107686	Mrs. Blanca E. Jara	V0133522	07/23/20		17.47		17.47
					V0133523	07/23/20		310.00		310.00
					V0133524	07/23/20		215.20		215.20
								542.67		542.67
E0006298	07/29/20	Outst	0201801	Michael R. Traversa	V0133421	06/30/20		595.00		595.00
					V0133563	07/27/20		2,023.00		2,023.00
								2,618.00		2,618.00
E0006299	07/29/20	Outst	0200701	Mr. John W. Treiber	V0133388	07/15/20		36.91		36.91
								36.91		36.91
E0006300	07/29/20	Outst	0201908	Susan A. Blackshear	V0133540	07/27/20	B0003473	1,050.00		1,050.00
								1,050.00		1,050.00
E0006301	07/29/20	Outst	0122174	Derek W. Dominick	V0133713	07/29/20	P0009196	1,400.00		1,400.00
								1,400.00		1,400.00
								=====	=====	=====
								2,347,238.15		2,347,238.15

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Bank Code	Account Number	Description	Debit	Credit
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	2,347,238.15	0.00
	01-0000-00000-110000000	General : Cash	0.00	2,347,238.15
			2,347,238.15	2,347,238.15

Morton College
Over 10K Report
July 2020

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
ALL Construction Group	7/15/2020	0091952	2/26/2020	\$54,084.39	Application 2 Welding Lab
ALL Construction Group	7/15/2020	0091952	4/2/2020	\$87,826.68	Application 3 Phase 3 Bathroom Renovations
ATIXA	7/16/2020	0092046	EXEMPT	\$11,553.20	Title IX training
BKD, LLP	7/30/2020	0092263	5/27/2020	\$10,000.00	1st Payment for Audit
Cardosi Kiper Design Group, Inc.	7/15/2020	0091966	EXEMPT	\$10,000.00	Building E Graphics
CARLI	7/30/2020	0092264	5/27/2020	\$54,689.72	Online Database FY21
CDW-Government, Inc	7/15/2020	0091967	EXEMPT	\$1,956.37	Airtame HDMI Adapter
CDW-Government, Inc	7/30/2020	0092265	EXEMPT	\$8,832.44	HP Probook 450 G7
ComEd	7/30/2020	0092270	EXEMPT	\$14,747.66	Electricity Utility Services
Del Galdo Law Group, LLC	7/15/2020	0091975	EXEMPT	\$15,640.00	Attorney Services
Ellucian Inc.	7/15/2020	0091980	6/24/2020	\$414,592.75	ERP Support Agreement FY21
Empire Construction Company	7/15/2020	0091981	10/23/2019	\$2,600.00	Wal Demolition
Empire Construction Company	7/30/2020	0092272	10/23/2019	\$156,081.12	Application 4
FHEG Morton College Bookstore	7/15/2020	0091984	6/25/2018	\$12,915.89	Bookstore purchase
FHEG Morton College Bookstore	7/30/2020	0092274	6/25/2018	\$105,830.14	2020 Summer online
First Midwest Bank	7/15/2020	0091986	EXEMPT	\$8,666.09	Conference Call/Various CC Purchases
First Midwest Bank	7/15/2020	0091987	EXEMPT	\$105.19	Mailchimp
First Midwest Bank	7/15/2020	0091988	EXEMPT	\$199.00	Dropbox
First Midwest Bank	7/15/2020	0091989	EXEMPT	\$25.00	FB Ads
First Midwest Bank	7/15/2020	0091990	EXEMPT	\$545.05	Wayfair
First Midwest Bank	7/15/2020	0091991	EXEMPT	\$51.50	typeform
First Midwest Bank	7/15/2020	0091992	EXEMPT	\$564.44	Credit Way Fair
First Midwest Bank	7/15/2020	0091993	EXEMPT	\$986.04	PPE Products
Freepoint Energy Solutions, LLC.	7/30/2020	0092277	10/23/2019	\$31,383.16	Energy Services
Il Comm Col Risk Mgmt Consort	7/30/2020	0092280	7/22/2020	\$270,784.00	Liability Insurance FY21
IL Secretary of State	7/23/2020	0092157	EXEMPT	\$14,655.41	Unspent funds
Jostens	7/15/2020	0092000	EXEMPT	\$8,363.55	Alumni cords
Jostens	7/30/2020	0092282	EXEMPT	\$3,631.81	Certificate & Diploma Shi
Lo Destro Construction Company	7/15/2020	0092009	2/26/2020	\$310,329.04	App 3 Building E Renovations
Lo Destro Construction Company	7/30/2020	0092290	5/27/2020	\$113,852.15	Theater Upgrade-Pay App
Mesrow Insurance Services, Inc	7/15/2020	0092011	EXEMPT	\$11,250.00	April Quarterly Installme
MIDCO Inc	7/30/2020	0092294	EXEMPT	\$18,972.01	1 year renewal for mainte
MRXI Corporation	7/30/2020	0092295	5/27/2020	\$32,375.00	Spring20 NAVTA Veterinary
NILRC	7/15/2020	0092017	EXEMPT	\$15,869.66	Online Database FY21
Riccio Construction Corporation	7/30/2020	0092300	6/24/2020	\$63,870.00	Water Main Replacement
Signco	7/30/2020	0092303	EXEMPT	\$11,362.50	Build E Panther Deposit
State Univ Retirement Systems	7/15/2020	0091943	EXEMPT	\$65,266.80	Payroll Deductions
State Univ Retirement Systems	7/30/2020	0092240	EXEMPT	\$65,318.64	Payroll Deductions
Symmetry Energy Solutions, LLC	7/15/2020	0092032	EXEMPT	\$6,013.44	Gas Delivery
Symmetry Energy Solutions, LLC	7/30/2020	0092308	EXEMPT	\$4,877.78	Gas Services
Tri W-G, Inc.	7/15/2020	0092034	5/27/2020	\$47,745.00	Nursing/PTA tables
			Total Paid	2,068,412.62	

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0002980	Abate, Nannette	\$175.00
7/7/2020	0002911	Abdel-Jaber, Nellie	\$210.00
7/15/2020	0002911	Abdel-Jaber, Nellie	\$35.00
7/15/2020	0000770	Abrahamson, Maura	\$6,357.21
7/7/2020	0000766	Addalia, Mary	\$783.64
7/7/2020	0185863	Alamo, Agustin	\$228.75
7/15/2020	0000835	Alcala, Sandra	\$2,289.42
7/15/2020	0167416	Aleman - Lozano, Cynthia	\$1,625.00
7/15/2020	0202517	Aleman Santiaguillo, Diego	\$2,046.46
7/7/2020	0163519	Almanza, Marcy	\$125.01
7/15/2020	0003324	Alonso, Erika	\$1,591.67
7/15/2020	0000809	Alonso, Hernan	\$1,476.34
7/7/2020	0193694	Alvarado, Angelica	\$281.56
7/7/2020	0189427	Alvarado, Victor	\$57.00
7/7/2020	0007649	Andersen, Michael	\$997.20
7/15/2020	0192221	Andrade, Jorge	\$6,311.05
7/15/2020	0165928	Andujar, Rey	\$52.50
7/15/2020	0000749	Angelilli, Jennifer	\$2,172.54
7/7/2020	0203959	Angevine, Rebecca	\$1,176.00
7/7/2020	0007899	Arias, Carolyn	\$147.39
7/7/2020	0071977	Arteaga, Cynthia	\$322.56
7/15/2020	0200290	Ashraf, Asiyya	\$4,586.62
7/7/2020	0198487	Aslam, Anum	\$882.00
7/7/2020	0000885	Avalos, Jesus	\$655.99
7/15/2020	0000799	Avalos-Thompson, Marlana	\$3,699.25
7/15/2020	0043535	Avila, Malisa	\$3,730.92
7/7/2020	0091985	Bahena, Jordy	\$150.00
7/7/2020	0163721	Bahena, Karina	\$834.90
7/15/2020	0197414	Balek, Ludwig	\$2,301.75
7/15/2020	0000781	Barajas, Sandra	\$1,849.33
7/15/2020	0003074	Barnat, Martin	\$52.50
7/7/2020	0177457	Becerra, Manuel	\$295.60
7/15/2020	0003075	Behling, William	\$1,516.78
7/15/2020	0000750	Belcaster, Nicholas	\$1,878.00
7/7/2020	0000830	Berthiaume, Maria	\$839.58
7/15/2020	0194428	Bertuca, Anthony	\$768.00
7/7/2020	0066045	Bilotto, Eugene	\$638.15

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0003079	Bland, Pamela	\$87.50
7/15/2020	0000845	Bluemer, Judy	\$7,965.75
7/7/2020	0190970	Boateng, Stanley	\$147.80
7/15/2020	0166671	Bonick, Cara	\$2,925.04
7/15/2020	0204227	Bostic, Josephine	\$864.77
7/15/2020	0076654	Bradley, Adam	\$1,828.45
7/7/2020	0203822	Braun, Amanda	\$780.00
7/15/2020	0203822	Braun, Amanda	\$2,500.00
7/7/2020	0002984	Bridges, Maureen	\$245.00
7/15/2020	0002984	Bridges, Maureen	\$35.00
7/15/2020	0197675	Brown, Michael	\$3,556.25
7/15/2020	0000915	Bulat, Cheryl	\$35.00
7/15/2020	0184720	Buongiorno, Joseph	\$200.00
7/15/2020	0182499	Buongiorno, Mary	\$2,510.63
7/15/2020	0194040	Burandt, Edmund	\$1,462.83
7/15/2020	0013691	Caicedo, Sally	\$2,046.46
7/15/2020	0194871	Callon, Michael	\$2,535.88
7/15/2020	0156441	Campbell, Dana	\$1,443.22
7/15/2020	0156655	Cappetta, Leilani	\$2,171.08
7/15/2020	0200240	Cardona, Alicia	\$3,136.92
7/15/2020	0200455	Caruso, Lauren	\$350.00
7/15/2020	0000924	Casey, Craig	\$9,938.63
7/15/2020	0000829	Casey, Robert	\$6,209.75
7/15/2020	0192108	Cashman, Laurie	\$4,375.00
7/7/2020	0110372	Castaneda, Giselle	\$591.20
7/15/2020	0002990	Castillo, Carolina	\$1,800.50
7/15/2020	0192109	Ceaser, Sanyea	\$2,588.25
7/15/2020	0057275	Cebelinski, Joseph	\$1,791.79
7/7/2020	0180709	Cervantes, Andrea	\$775.95
7/15/2020	0159466	Cervantes, Isabel	\$1,583.96
7/15/2020	0085548	Chapp, Geanabelle	\$3,643.42
7/15/2020	0184815	Chiappetta, Joseph	\$87.50
7/15/2020	0002998	Chin, Dixon	\$87.50
7/15/2020	0000884	Cienfuegos, Lillian	\$1,913.58
7/15/2020	0181564	Cisco Jr, Taylor	\$35.00
7/7/2020	0000859	Clay, Oscar	\$734.34
7/15/2020	0094966	Clemente, Antonio	\$2,233.71

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0162406	Cline, Irina	\$2,916.67
7/7/2020	0182156	Corcoran, Daniel	\$95.50
7/15/2020	0007800	Corral, Iris	\$758.39
7/15/2020	0000794	Crockett, Janet	\$7,647.71
7/15/2020	0000843	Davidson, Jody	\$2,906.12
7/15/2020	0200047	Davis, Carissa	\$3,500.00
7/15/2020	0000790	De La Torre, Refugio	\$2,425.26
7/15/2020	0190883	Delgado, Sally	\$3,341.67
7/15/2020	0182919	Denson, Ryan	\$87.50
7/7/2020	0187318	De Santiago, Adrian	\$285.00
7/15/2020	0000763	Diaz, Maria	\$1,702.00
7/7/2020	0188402	Diaz, Yilver	\$238.75
7/15/2020	0000917	Dominguez, Carlos	\$3,657.50
7/15/2020	0000735	Duhon, Steven	\$1,875.00
7/15/2020	0205289	Dussman, Luke	\$152.97
7/15/2020	0003181	Dutt, Eric	\$793.39
7/15/2020	0195025	Edgar, Jason	\$2,621.25
7/15/2020	0005692	Enstrom, Elena	\$1,461.58
7/15/2020	0203102	Erickson, Christian	\$782.82
7/15/2020	0003179	Eshafi, Nouri	\$1,642.20
7/7/2020	0020621	Esposito, Marie	\$918.72
7/15/2020	0000828	Fabiyi, Edith	\$3,028.00
7/15/2020	0003208	Falbo, Lydia	\$4,831.38
7/15/2020	0003210	Farina, Peter	\$1,971.81
7/15/2020	0000814	Favela, Martha	\$1,833.25
7/15/2020	0024667	Festa, John	\$759.31
7/15/2020	0199086	Feulner, Joseph	\$1,881.88
7/15/2020	0079155	Fields, Stanley	\$11,678.55
7/15/2020	0000805	Flasza, Jamie	\$3,118.38
7/15/2020	0193664	Florio, Joseph	\$4,008.34
7/15/2020	0092824	Folkers, Jeff	\$1,678.29
7/15/2020	0162452	Foltz, Chris	\$1,298.89
7/15/2020	0003006	Fram, Harriet	\$1,554.69
7/7/2020	0198794	French, Dustin	\$840.00
7/15/2020	0198254	Galarza-Espino, Catherine	\$2,303.21
7/15/2020	0000938	Gan, Xiaoling	\$3,316.08
7/15/2020	0000838	Garcia-Searle, Brenda	\$3,098.37

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0170257	Gasca, Guillermo	\$2,308.79
7/15/2020	0000935	Gatyas, Kenton	\$8,513.42
7/7/2020	0000945	Gavin, Kerri	\$370.35
7/15/2020	0201847	Gehrke, Alison	\$4,425.00
7/15/2020	0202831	Gidwani, Tarun	\$2,535.88
7/15/2020	0000724	Gilligan, Brian	\$3,731.04
7/15/2020	0000896	Ginley, Steven	\$4,026.64
7/7/2020	0188181	Gomez, Adriana	\$435.50
7/7/2020	0194953	Gomez, Paul	\$647.95
7/15/2020	0173329	Gonzalez, Sotero	\$52.50
7/7/2020	0204090	Gotch, Joseph	\$495.72
7/15/2020	0192827	Gourlay, Jonathan	\$3,149.17
7/15/2020	0197670	Graham, Leslie	\$2,083.33
7/15/2020	0189759	Green, Amy	\$5,966.96
7/7/2020	0065681	Gutierrez, Miguel	\$160.00
7/15/2020	0000788	Gutierrez, Rosa	\$2,355.39
7/7/2020	0204565	Hahn, Kathleen	\$246.19
7/15/2020	0003110	Halm, James	\$1,593.56
7/15/2020	0204017	Hamer, Laura	\$50.00
7/7/2020	0168466	Haro, Patricia	\$668.64
7/15/2020	0165694	Helmus, Sara	\$6,111.79
7/15/2020	0199924	Henderson, Samuel	\$144.00
7/15/2020	0193606	Hernandez, Francisco	\$1,914.42
7/15/2020	0111441	Hernandez, Jazmyne	\$1,791.79
7/7/2020	0097391	Herrera, Destiny	\$302.13
7/15/2020	0000841	Herrera, Michelle	\$2,545.86
7/15/2020	0159384	Herrmann, Julianne	\$2,820.83
7/15/2020	0002953	Hirsch, Maynard	\$35.00
7/15/2020	0000922	Huff, Cheryl	\$144.00
7/15/2020	0002912	Imburgia, Joseph	\$4,864.96
7/15/2020	0061134	Iniquez, Jennifer	\$2,662.33
7/15/2020	0174916	Iniquez, Michael	\$1,388.60
7/15/2020	0172999	Jaimes, Tanya	\$1,791.80
7/15/2020	0002876	Jaquez, Evelyn	\$2,046.46
7/15/2020	0107686	Jara, Blanca	\$3,591.67
7/15/2020	0156123	Jeffries, Nancy	\$1,875.00
7/15/2020	0000785	Johnson, Caroline	\$2,314.42

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/7/2020	0058333	Johnson, Jeffery	\$264.95
7/15/2020	0060105	Jonas, David	\$2,807.54
7/15/2020	0200722	Jordan, Martinique	\$35.00
7/15/2020	0003017	Jundt, Gene	\$144.00
7/7/2020	0000773	Karas, Demetra	\$622.20
7/15/2020	0000870	Kasprovicz, Michael	\$4,498.13
7/15/2020	0003157	Kelikian, Toula	\$7,648.38
7/15/2020	0205284	Ketter, Christian	\$278.12
7/15/2020	0200721	Kilheaney, Heather	\$1,579.24
7/15/2020	0169153	Kinney, Amy	\$1,391.04
7/15/2020	0165341	Klementzos, Jennifer	\$1,826.83
7/15/2020	0000004	Kott, Micheal	\$4,074.75
7/15/2020	0000021	Koutny, Linda	\$2,465.92
7/15/2020	0098818	Kubelka, Christine	\$2,731.92
7/15/2020	0002957	Kupec, Debra	\$2,473.17
7/15/2020	0107914	Labno, David	\$1,895.08
7/7/2020	0187356	Lagmay, Irvenfrancis	\$381.25
7/15/2020	0000948	Lantz, Catherine	\$641.42
7/15/2020	0003171	Lasorella, Dalania	\$87.50
7/15/2020	0003176	Leven, Robert	\$796.78
7/15/2020	0184718	Lewis, Ann	\$200.00
7/15/2020	0190139	Li, Jiarong	\$52.50
7/15/2020	0000833	Litwicki, Mark	\$5,829.50
7/7/2020	0003139	Loomis, Tisha	\$276.00
7/15/2020	0003139	Loomis, Tisha	\$52.50
7/7/2020	0060156	Lopez, Edwin	\$474.55
7/15/2020	0003025	Lopez, Flora	\$87.50
7/7/2020	0197014	Lopez, John	\$730.68
7/7/2020	0181579	Lorenzo, Ana	\$305.00
7/15/2020	0003033	Lozano, Gloria	\$1,826.83
7/15/2020	0003026	Lubeck, Sarah	\$35.00
7/15/2020	0194045	Lullo, Ronald	\$4,175.00
7/7/2020	0194550	Luna, Guadalupe	\$260.75
7/15/2020	0172876	Lundquist, Heidi	\$2,184.29
7/15/2020	0196609	Macario, Ana	\$1,468.60
7/15/2020	0173996	Mallett, Klaudia	\$962.14
7/15/2020	0194869	Manning, Bryant	\$3,933.08

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0090401	Mantzakides, Thomas	\$2,308.79
7/15/2020	0192111	Markel, Carolyn	\$2,986.73
7/15/2020	0037631	Marquez, Carlos	\$52.50
7/15/2020	0190172	Marshall, Ashanta	\$2,708.33
7/7/2020	0184957	Martinez, Abigail	\$473.75
7/15/2020	0000822	Martinez, Blanca	\$1,901.71
7/7/2020	0187055	Martinez, Elizabet	\$381.25
7/15/2020	0000955	Martinez, Raul	\$2,592.32
7/15/2020	0192110	Martin, Joanna	\$2,621.66
7/15/2020	0183993	Martino, Shannon	\$3,511.13
7/15/2020	0000869	Marzullo, Frank	\$13,415.55
7/15/2020	0017224	Mata, Gabriela	\$2,375.00
7/15/2020	0003232	Mathelier, Lisa	\$2,695.50
7/7/2020	0156656	Mazzone, Dominick	\$495.24
7/7/2020	0000732	McFadden, James	\$1,105.31
7/15/2020	0000909	McGhee, Edward	\$2,078.76
7/15/2020	0198650	McKenzie, Carla	\$2,457.81
7/15/2020	0002697	McLaughlin, Keith	\$14,088.00
7/15/2020	0003030	McManmon, Zoe	\$35.00
7/7/2020	0194872	McNamer, Carol	\$827.68
7/15/2020	0016851	Medina, Gabriel	\$52.50
7/15/2020	0181094	Melgoza, Elizabeth	\$1,791.79
7/7/2020	0190911	Melgoza, Lissette	\$806.40
7/7/2020	0197791	Mendez, Andy	\$209.69
7/7/2020	0198047	Miaso, Sophie	\$171.00
7/15/2020	0000769	Mohr, Michele	\$3,655.63
7/15/2020	0156768	Monrroy, Jacqueline	\$1,583.96
7/15/2020	0002467	Montgomery, Jered	\$1,530.72
7/7/2020	0062924	Montiel, Octavio	\$299.16
7/15/2020	0062924	Montiel, Octavio	\$52.50
7/15/2020	0002708	Montoro, Roger	\$3,061.66
7/15/2020	0054966	Montoro, Roger	\$1,491.71
7/15/2020	0197664	Mosqueda, Claudia	\$3,450.00
7/15/2020	0187216	Moss, Neil	\$1,800.46
7/15/2020	0192112	Mulvey, Irene	\$3,037.04
7/15/2020	0170685	Munoz, Erica	\$1,398.21
7/7/2020	0188225	Murillo, Alexis	\$479.85

Morton College - Payroll Register - Period Ending July 15, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/7/2020	0000862	Napoletano, Elizabeth	\$556.56
7/7/2020	0113154	Nava, Karen	\$987.84
7/15/2020	0000815	Nedza, Michael	\$3,760.29
7/15/2020	0049422	Ocampo, Jose	\$1,388.60
7/15/2020	0000928	O'Connell, James	\$2,615.29
7/15/2020	0189933	Olvera, Roberto	\$1,350.18
7/15/2020	0195021	Ostojic, Gordana	\$2,716.50
7/15/2020	0000747	Paez, Elizabeth	\$4,574.67
7/15/2020	0000951	Paneral, Beth	\$1,822.72
7/15/2020	0205374	Papanikolla, Itri	\$2,500.00
7/15/2020	0197448	Parrish, Vanessa	\$3,170.83
7/7/2020	0082070	Patterson, Jessica	\$1,046.72
7/15/2020	0002913	Pearson, Dennis	\$6,813.54
7/15/2020	0000820	Pencheva, Tsonka	\$5,610.63
7/15/2020	0007939	Perez, Armando	\$2,616.77
7/15/2020	0000863	Perez, Guadalupe	\$1,901.67
7/7/2020	0000950	Perez, Jaime	\$1,197.20
7/15/2020	0000776	Perez, Mireya	\$9,394.26
7/15/2020	0083410	Perez, Sonia	\$2,308.79
7/15/2020	0003038	Pettus, Exodus	\$649.60
7/15/2020	0177526	Pierce, Tom	\$5,866.50
7/15/2020	0194866	Ploszaj, Randi	\$2,905.50
7/15/2020	0000752	Porod, Eric	\$3,257.08
7/7/2020	0184659	Price, Courtney	\$95.50
7/15/2020	0160605	Primm, Rebecca	\$1,747.50
7/15/2020	0195558	Pulaski, Andrew	\$3,298.46
7/15/2020	0000848	Pullia, Nicole	\$1,681.21
7/7/2020	0182901	Quezada, Joel	\$761.17
7/15/2020	0041753	Quiroga-Nevarez, Daiana	\$2,257.96
7/15/2020	0000743	Raigoza, Suzanna	\$3,054.17
7/15/2020	0188076	Ramirez, Aurelia	\$1,278.25
7/15/2020	0000889	Ramirez, Jose	\$1,896.06
7/7/2020	0182681	Ramirez, Keith	\$57.00
7/15/2020	0000953	Raygoza, Liliana	\$1,951.52
7/7/2020	0186368	Recio-Palacios, Emely	\$430.08
7/15/2020	0000726	Reft, Jennifer	\$5,559.46
7/7/2020	0000728	Resendiz, Rosalie	\$185.10

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/7/2020	0163631	Reyes, Daniel	\$932.14
7/15/2020	0189140	Ridyard, Melissa	\$3,070.41
7/15/2020	0000872	Rivas, Angel	\$1,771.56
7/15/2020	0000925	Rivera, Juan	\$2,232.79
7/15/2020	0000748	Rodriguez, Diana	\$2,314.42
7/15/2020	0156404	Rodriguez Jr, Jesus	\$2,315.63
7/7/2020	0000900	Rodriguez, Yesel	\$578.00
7/7/2020	0182228	Rogers, Brian	\$95.50
7/7/2020	0000851	Roland, H.M. Joyce	\$140.00
7/15/2020	0000851	Roland, H.M. Joyce	\$1,589.69
7/15/2020	0056628	Roman, Daniel	\$2,711.25
7/15/2020	0161489	Romero, Julian	\$1,388.60
7/7/2020	0184699	Romo, Cindy	\$57.00
7/15/2020	0192553	Rose, Charles	\$3,175.00
7/15/2020	0195019	Roselund, David	\$3,943.61
7/15/2020	0000731	Rosiak-Seo, Kymberly	\$6,544.46
7/7/2020	0184094	Ruiz, Rosa	\$281.56
7/15/2020	0000797	Ruiz, Ruben	\$7,553.71
7/15/2020	0197705	Russo Neri, Trisha	\$4,126.79
7/7/2020	0000852	Saibic, Joyce	\$781.82
7/15/2020	0000754	Sajatovic, Mark	\$2,121.25
7/7/2020	0179203	Saldana, Esbeidy	\$577.92
7/15/2020	0168430	Saldana-Huerta, Carolina	\$1,583.96
7/15/2020	0204533	Samarah, Mariam	\$2,550.00
7/7/2020	0058030	Sanchez, Alberto	\$143.17
7/15/2020	0197693	Sanchez, Alejandro	\$3,566.79
7/15/2020	0181767	Sanchez Anderson, Maria	\$3,601.46
7/15/2020	0000907	Sanchez, Luis	\$5,652.09
7/7/2020	0189232	Sanchez, Priscilla	\$305.00
7/7/2020	0047239	Sandoval, Rosaura	\$903.28
7/15/2020	0162444	Sanei, Maxwell	\$52.50
7/15/2020	0172945	Santoyo, Perla	\$1,666.67
7/7/2020	0082829	Sarabia, Angel	\$157.98
7/15/2020	0003149	Sassetti, James	\$2,176.00
7/15/2020	0000921	Scatchell, Candyce	\$2,327.83
7/15/2020	0000898	Schmitt, Robert	\$4,228.54
7/15/2020	0000860	Schoepf, Cheryl	\$2,310.75

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0195022	Schreier, Jennifer	\$3,388.58
7/15/2020	0160546	Schrey, Courtney	\$1,443.22
7/7/2020	0000857	Schultz, Charmayne	\$1,844.40
7/7/2020	0000861	Seropian, Daniel	\$741.77
7/15/2020	0199500	Shimko, Kristen	\$2,303.21
7/15/2020	0002709	Shouba, Derek	\$4,935.88
7/7/2020	0194372	Skov, Erik	\$149.58
7/15/2020	0197678	Skurski, Katherine	\$2,611.92
7/15/2020	0003089	Sleeth, Bradley	\$5,358.29
7/15/2020	0202244	Smith, Caprice	\$1,875.00
7/7/2020	0121377	Smith, Daniel	\$173.74
7/15/2020	0003170	Smith, Duane	\$52.50
7/15/2020	0003165	Smith-Irowa, Pamela	\$796.78
7/15/2020	0181260	Smith, Jeanine	\$1,149.02
7/15/2020	0000789	Smith, Maria	\$2,308.79
7/15/2020	0204753	Smith, Richard	\$2,500.00
7/15/2020	0000939	Sonnier, Celeste	\$3,510.21
7/15/2020	0000842	Soto, Marlene	\$2,200.46
7/7/2020	0186301	Soto, Patricia	\$664.32
7/15/2020	0125437	Soto, Yasna	\$1,425.17
7/15/2020	0000943	Spaniol, Scott	\$6,135.42
7/7/2020	0204095	Spizzirri, Francesco	\$842.57
7/15/2020	0003155	Spoleti, Thomas	\$52.50
7/15/2020	0160304	Stanukinas, Melissa	\$2,123.75
7/15/2020	0000759	Steinhaus, Julie	\$1,805.92
7/7/2020	0007897	Stella, Leslie	\$850.21
7/15/2020	0199375	Strauts, Erin	\$3,291.67
7/7/2020	0000792	Streuly, Russell	\$614.00
7/15/2020	0000761	Styer, Audrey	\$5,531.67
7/7/2020	0190101	Sulack, Alexandra	\$99.72
7/15/2020	0189488	Swint, Ashley	\$1,413.82
7/15/2020	0000897	Sykora, Donald	\$4,233.21
7/15/2020	0161138	Tejeda, Erika	\$3,094.29
7/15/2020	0159232	Thelemaque, Cristina	\$758.14
7/7/2020	0007863	Thomas, Paul	\$619.50
7/15/2020	0005802	Thompson, Juhelia	\$661.82
7/15/2020	0003048	Tito, Frank	\$35.00

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/15/2020	0194864	Tomchek, Ryan	\$2,240.00
7/15/2020	0000738	Torres, Gina	\$2,739.04
7/7/2020	0199373	Tovar, Rebeka	\$381.25
7/15/2020	0160493	Traver, David	\$52.50
7/15/2020	0200701	Treiber, John	\$4,841.67
7/7/2020	0198684	Trujillo, Veronica	\$361.56
7/15/2020	0198069	Tsang, Yukto	\$52.50
7/15/2020	0000019	Ulbrich, Scott	\$3,102.00
7/15/2020	0003107	Vacek, Sarah	\$52.50
7/15/2020	0055604	Valdez, Ana	\$2,133.33
7/15/2020	0000886	Vargas, Maria	\$2,338.92
7/7/2020	0200457	Vargas, Yvis	\$688.80
7/7/2020	0000796	Vazquez, Luis	\$345.43
7/15/2020	0166301	Vega-Huezo, Wendy	\$3,336.21
7/15/2020	0000808	Velazquez, Marisol	\$4,776.59
7/7/2020	0152888	Voight, William	\$629.38
7/15/2020	0196031	Wagner, Richard	\$1,468.60
7/15/2020	0000868	Walley, Cynthia	\$1,524.32
7/15/2020	0013245	Warren, John	\$3,660.18
7/15/2020	0122566	Watkins, Meredith	\$3,145.67
7/15/2020	0158266	Wido, Christopher	\$2,133.33
7/15/2020	0190102	Windham, Brandie	\$3,811.25
7/15/2020	0003059	Winningham, Susan	\$1,516.78
7/7/2020	0000767	Wolff, Michael	\$433.10
7/15/2020	0000736	Wood, Robert	\$4,862.17
7/15/2020	0000942	Yanez, Rodolfo	\$2,451.13
7/15/2020	0200289	Young, Amanda	\$2,440.71
7/15/2020	0000813	Zukauskas, Karolis	\$6,356.96

Total Paid \$745,277.53

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0000770	Abrahamson, Maura	\$6,357.21
7/22/2020	0000766	Addalia, Mary	\$979.55
7/22/2020	0185863	Alamo, Agustin	\$310.00
7/31/2020	0000835	Alcala, Sandra	\$2,289.42
7/31/2020	0167416	Aleman - Lozano, Cynthia	\$1,625.00
7/31/2020	0202517	Aleman Santiaguillo, Diego	\$2,046.46
7/22/2020	0163519	Almanza, Marcy	\$125.47
7/31/2020	0003324	Alonso, Erika	\$1,591.67
7/31/2020	0000809	Alonso, Hernan	\$1,476.34
7/22/2020	0193694	Alvarado, Angelica	\$367.50
7/22/2020	0189427	Alvarado, Victor	\$100.00
7/22/2020	0007649	Andersen, Michael	\$1,096.92
7/31/2020	0192221	Andrade, Jorge	\$6,311.05
7/31/2020	0000749	Angelilli, Jennifer	\$2,172.54
7/22/2020	0203959	Angevine, Rebecca	\$1,323.00
7/22/2020	0071977	Arteaga, Cynthia	\$322.56
7/31/2020	0200290	Ashraf, Asiyya	\$4,586.62
7/22/2020	0198487	Aslam, Anum	\$997.50
7/22/2020	0000885	Avalos, Jesus	\$1,108.58
7/31/2020	0000799	Avalos-Thompson, Marlana	\$3,611.75
7/31/2020	0043535	Avila, Malisa	\$4,089.67
7/22/2020	0091985	Bahena, Jordy	\$220.00
7/22/2020	0163721	Bahena, Karina	\$784.99
7/31/2020	0197414	Balek, Ludwig	\$2,301.75
7/31/2020	0000781	Barajas, Sandra	\$1,849.33
7/31/2020	0003075	Behling, William	\$1,516.78
7/31/2020	0000750	Belcaster, Nicholas	\$1,878.00
7/22/2020	0000830	Berthiaume, Maria	\$1,268.25
7/31/2020	0194428	Bertuca, Anthony	\$672.00
7/22/2020	0066045	Bilotto, Eugene	\$638.75
7/31/2020	0000845	Bluemer, Judy	\$7,965.75
7/31/2020	0166671	Bonick, Cara	\$3,642.54
7/31/2020	0204227	Bostic, Josephine	\$969.77
7/22/2020	0102219	Boyajian, Mark	\$163.52
7/31/2020	0076654	Bradley, Adam	\$1,808.29
7/31/2020	0203822	Braun, Amanda	\$2,500.00
7/22/2020	0002984	Bridges, Maureen	\$140.00

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0197675	Brown, Michael	\$3,556.25
7/31/2020	0182499	Buongiorno, Mary	\$2,510.63
7/31/2020	0194040	Burandt, Edmund	\$1,462.83
7/31/2020	0013691	Caicedo, Sally	\$2,046.46
7/31/2020	0194871	Callon, Michael	\$2,535.88
7/31/2020	0156441	Campbell, Dana	\$1,443.22
7/31/2020	0156655	Cappetta, Leilani	\$2,171.08
7/31/2020	0200240	Cardona, Alicia	\$2,611.92
7/31/2020	0200455	Caruso, Lauren	\$700.00
7/31/2020	0000924	Casey, Craig	\$9,938.63
7/31/2020	0000829	Casey, Robert	\$6,209.75
7/31/2020	0192108	Cashman, Laurie	\$4,375.00
7/22/2020	0110372	Castaneda, Giselle	\$665.10
7/31/2020	0002990	Castillo, Carolina	\$1,800.50
7/31/2020	0192109	Ceaser, Sanyea	\$2,588.25
7/31/2020	0057275	Cebelski, Joseph	\$1,791.79
7/22/2020	0180709	Cervantes, Andrea	\$857.24
7/31/2020	0159466	Cervantes, Isabel	\$1,583.96
7/31/2020	0085548	Chapp, Geanabelle	\$4,098.42
7/31/2020	0000884	Cienfuegos, Lillian	\$1,913.58
7/22/2020	0000859	Clay, Oscar	\$765.20
7/31/2020	0094966	Clemente, Antonio	\$2,233.71
7/31/2020	0162406	Cline, Irina	\$2,916.67
7/22/2020	0182156	Corcoran, Daniel	\$80.00
7/31/2020	0007800	Corral, Iris	\$758.39
7/31/2020	0000794	Crockett, Janet	\$7,647.71
7/31/2020	0196595	Cuesta, Gonzalo	\$1,047.60
7/31/2020	0000843	Davidson, Jody	\$2,906.12
7/31/2020	0200047	Davis, Carissa	\$3,500.00
7/31/2020	0000790	De La Torre, Refugio	\$2,425.26
7/31/2020	0190883	Delgado, Sally	\$3,341.67
7/22/2020	0000786	Demato, Michelle	\$159.88
7/22/2020	0187318	De Santiago, Adrian	\$400.00
7/31/2020	0000763	Diaz, Maria	\$1,702.00
7/22/2020	0188402	Diaz, Yilver	\$435.00
7/31/2020	0000917	Dominguez, Carlos	\$3,657.50
7/31/2020	0000735	Duhon, Steven	\$1,875.00

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0205289	Dussman, Luke	\$152.97
7/31/2020	0003181	Dutt, Eric	\$758.39
7/31/2020	0195025	Edgar, Jason	\$2,621.25
7/31/2020	0005692	Enstrom, Elena	\$1,649.05
7/31/2020	0203102	Erickson, Christian	\$695.32
7/31/2020	0003179	Eshafi, Nouri	\$1,554.70
7/22/2020	0020621	Esposito, Marie	\$1,046.91
7/31/2020	0000828	Fabiyi, Edith	\$3,028.00
7/31/2020	0003208	Falbo, Lydia	\$4,831.38
7/31/2020	0003210	Farina, Peter	\$1,971.82
7/31/2020	0000814	Favela, Martha	\$1,833.25
7/31/2020	0024667	Festa, John	\$724.31
7/31/2020	0199086	Feulner, Joseph	\$1,881.88
7/31/2020	0079155	Fields, Stanley	\$11,678.55
7/31/2020	0000805	Flasza, Jamie	\$3,118.38
7/31/2020	0193664	Florio, Joseph	\$4,008.34
7/31/2020	0092824	Folkers, Jeff	\$1,678.29
7/31/2020	0162452	Foltz, Chris	\$1,298.89
7/31/2020	0003006	Fram, Harriet	\$1,616.88
7/22/2020	0198794	French, Dustin	\$945.00
7/31/2020	0198254	Galarza-Espino, Catherine	\$2,303.21
7/31/2020	0000938	Gan, Xiaoling	\$3,316.08
7/31/2020	0000838	Garcia-Searle, Brenda	\$3,063.37
7/31/2020	0170257	Gasca, Guillermo	\$2,308.79
7/31/2020	0000935	Gatyas, Kenton	\$8,513.42
7/22/2020	0000945	Gavin, Kerri	\$617.25
7/31/2020	0201847	Gehrke, Alison	\$4,425.00
7/31/2020	0202831	Gidwani, Tarun	\$2,535.88
7/31/2020	0000724	Gilligan, Brian	\$3,731.04
7/31/2020	0000896	Ginley, Steven	\$4,026.64
7/22/2020	0188181	Gomez, Adriana	\$455.00
7/22/2020	0194953	Gomez, Paul	\$638.75
7/22/2020	0204090	Gotch, Joseph	\$1,068.09
7/31/2020	0192827	Gourlay, Jonathan	\$3,149.17
7/31/2020	0197670	Graham, Leslie	\$2,083.33
7/31/2020	0189759	Green, Amy	\$6,764.46
7/22/2020	0065681	Gutierrez, Miguel	\$200.00

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0000788	Gutierrez, Rosa	\$2,355.39
7/22/2020	0204565	Hahn, Kathleen	\$376.34
7/31/2020	0003110	Halm, James	\$1,593.56
7/31/2020	0003012	Halsey, Meg	\$60.67
7/22/2020	0168466	Haro, Patricia	\$897.12
7/31/2020	0165694	Helmus, Sara	\$6,111.79
7/31/2020	0199924	Henderson, Samuel	\$144.00
7/31/2020	0193606	Hernandez, Francisco	\$1,914.42
7/31/2020	0111441	Hernandez, Jazmyne	\$1,791.79
7/22/2020	0097391	Herrera, Destiny	\$327.50
7/31/2020	0000841	Herrera, Michelle	\$2,545.86
7/31/2020	0159384	Herrmann, Julianne	\$3,407.08
7/31/2020	0000922	Huff, Cheryl	\$144.00
7/31/2020	0002912	Imburgia, Joseph	\$4,864.96
7/31/2020	0061134	Iniquez, Jennifer	\$2,662.33
7/31/2020	0174916	Iniquez, Michael	\$1,388.60
7/22/2020	0200012	Jaimes, Hector	\$316.00
7/31/2020	0172999	Jaimes, Tanya	\$1,791.80
7/31/2020	0002876	Jaquez, Evelyn	\$2,046.46
7/31/2020	0107686	Jara, Blanca	\$3,591.67
7/31/2020	0156123	Jeffries, Nancy	\$1,875.00
7/31/2020	0000785	Johnson, Caroline	\$2,314.42
7/22/2020	0058333	Johnson, Jeffery	\$133.65
7/31/2020	0060105	Jonas, David	\$2,807.54
7/31/2020	0003017	Jundt, Gene	\$144.00
7/22/2020	0000773	Karas, Demetra	\$497.76
7/31/2020	0000870	Kasprowicz, Michael	\$4,498.13
7/31/2020	0003157	Kelikian, Toula	\$6,960.88
7/31/2020	0204246	Kemp, Lakisha	\$122.50
7/31/2020	0205284	Ketter, Christian	\$278.13
7/31/2020	0200721	Kilheaney, Heather	\$1,544.24
7/31/2020	0169153	Kinney, Amy	\$1,391.04
7/31/2020	0165341	Klementzos, Jennifer	\$1,826.83
7/31/2020	0000004	Kott, Micheal	\$4,074.75
7/31/2020	0000021	Koutny, Linda	\$2,465.92
7/31/2020	0098818	Kubelka, Christine	\$2,513.17
7/31/2020	0002957	Kupec, Debra	\$2,473.17

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0107914	Labno, David	\$1,860.08
7/22/2020	0187356	Lagmay, Irvencfrancis	\$350.00
7/31/2020	0000948	Lantz, Catherine	\$641.43
7/31/2020	0003176	Leven, Robert	\$796.78
7/31/2020	0000833	Litwicki, Mark	\$7,496.16
7/22/2020	0003139	Loomis, Tisha	\$506.00
7/22/2020	0060156	Lopez, Edwin	\$306.60
7/31/2020	0003025	Lopez, Flora	\$58.46
7/22/2020	0197014	Lopez, John	\$291.27
7/22/2020	0181579	Lorenzo, Ana	\$360.00
7/31/2020	0003033	Lozano, Gloria	\$1,826.83
7/31/2020	0003026	Lubeck, Sarah	\$62.19
7/31/2020	0194045	Lullo, Ronald	\$4,175.00
7/22/2020	0194550	Luna, Guadalupe	\$115.00
7/31/2020	0172876	Lundquist, Heidi	\$2,184.29
7/31/2020	0196609	Macario, Ana	\$1,468.60
7/31/2020	0173996	Mallett, Klaudia	\$962.14
7/31/2020	0194869	Manning, Bryant	\$3,933.08
7/31/2020	0090401	Mantzakides, Thomas	\$2,308.79
7/31/2020	0192111	Markel, Carolyn	\$2,986.73
7/31/2020	0190172	Marshall, Ashanta	\$2,708.33
7/22/2020	0184957	Martinez, Abigail	\$510.71
7/31/2020	0000822	Martinez, Blanca	\$1,901.71
7/22/2020	0187055	Martinez, Elizabet	\$450.00
7/31/2020	0000955	Martinez, Raul	\$2,835.37
7/31/2020	0192110	Martin, Joanna	\$2,621.66
7/31/2020	0183993	Martino, Shannon	\$3,511.13
7/31/2020	0000869	Marzullo, Frank	\$7,946.25
7/31/2020	0017224	Mata, Gabriela	\$2,375.00
7/31/2020	0003232	Mathelier, Lisa	\$2,695.50
7/22/2020	0156656	Mazzone, Dominick	\$332.15
7/22/2020	0000732	McFadden, James	\$681.18
7/31/2020	0000909	McGhee, Edward	\$2,078.76
7/31/2020	0198650	McKenzie, Carla	\$2,457.81
7/31/2020	0002697	McLaughlin, Keith	\$8,337.21
7/22/2020	0194872	McNamer, Carol	\$872.02
7/31/2020	0181094	Melgoza, Elizabeth	\$1,791.79

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Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/22/2020	0190911	Melgoza, Lissette	\$201.60
7/22/2020	0197791	Mendez, Andy	\$247.50
7/22/2020	0198047	Miaso, Sophie	\$300.00
7/31/2020	0000769	Mohr, Michele	\$3,655.63
7/31/2020	0156768	Monroy, Jacqueline	\$1,583.96
7/31/2020	0002467	Montgomery, Jered	\$1,443.22
7/22/2020	0062924	Montiel, Octavio	\$299.16
7/31/2020	0002708	Montoro, Roger	\$3,061.66
7/31/2020	0054966	Montoro, Roger	\$1,491.71
7/31/2020	0197664	Mosqueda, Claudia	\$3,450.00
7/31/2020	0187216	Moss, Neil	\$1,800.46
7/31/2020	0192112	Mulvey, Irene	\$3,037.04
7/31/2020	0170685	Munoz, Erica	\$1,398.21
7/22/2020	0188225	Murillo, Alexis	\$661.51
7/22/2020	0000862	Napoletano, Elizabeth	\$626.13
7/22/2020	0113154	Nava, Karen	\$1,058.40
7/31/2020	0000815	Nedza, Michael	\$7,520.58
7/31/2020	0205567	O'Brien, Courtney	\$4,252.86
7/31/2020	0049422	Ocampo, Jose	\$1,388.60
7/31/2020	0000928	O'Connell, James	\$2,615.29
7/31/2020	0189933	Olvera, Roberto	\$1,350.18
7/31/2020	0195021	Ostojic, Gordana	\$2,716.50
7/31/2020	0000747	Paez, Elizabeth	\$4,574.67
7/31/2020	0000951	Paneral, Beth	\$1,891.82
7/31/2020	0205374	Papanikolla, Itri	\$2,500.00
7/31/2020	0197448	Parrish, Vanessa	\$3,170.83
7/22/2020	0082070	Patterson, Jessica	\$764.60
7/31/2020	0002913	Pearson, Dennis	\$6,813.54
7/31/2020	0000820	Pencheva, Tsonka	\$5,610.63
7/31/2020	0007939	Perez, Armando	\$2,738.39
7/31/2020	0000863	Perez, Guadalupe	\$1,901.67
7/22/2020	0000950	Perez, Jaime	\$928.76
7/31/2020	0000776	Perez, Mireya	\$5,608.29
7/31/2020	0083410	Perez, Sonia	\$2,308.79
7/31/2020	0003038	Pettus, Exodus	\$649.59
7/31/2020	0177526	Pierce, Tom	\$5,866.50
7/31/2020	0194866	Ploszaj, Randi	\$2,905.50

Morton College - Payroll Register - Period Ending July 31, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0000752	Porod, Eric	\$3,257.08
7/22/2020	0184659	Price, Courtney	\$80.00
7/31/2020	0160605	Primm, Rebecca	\$1,747.50
7/31/2020	0195558	Pulaski, Andrew	\$3,298.46
7/31/2020	0000848	Pullia, Nicole	\$1,681.21
7/22/2020	0182901	Quezada, Joel	\$886.80
7/31/2020	0041753	Quiroga-Nevarez, Daiana	\$2,257.96
7/31/2020	0000743	Raigoza, Suzanna	\$3,054.17
7/31/2020	0188076	Ramirez, Aurelia	\$1,278.25
7/31/2020	0000889	Ramirez, Jose	\$1,896.06
7/22/2020	0182681	Ramirez, Keith	\$100.00
7/31/2020	0000953	Raygoza, Liliana	\$2,050.00
7/22/2020	0186368	Recio-Palacios, Emely	\$483.84
7/31/2020	0000726	Reft, Jennifer	\$5,559.46
7/22/2020	0000728	Resendiz, Rosalie	\$246.80
7/22/2020	0163631	Reyes, Daniel	\$932.14
7/31/2020	0189140	Ridyard, Melissa	\$3,070.41
7/31/2020	0000872	Rivas, Angel	\$1,771.56
7/31/2020	0000925	Rivera, Juan	\$2,232.79
7/31/2020	0000748	Rodriguez, Diana	\$2,314.42
7/31/2020	0156404	Rodriguez Jr, Jesus	\$2,315.63
7/22/2020	0000900	Rodriguez, Yesel	\$650.25
7/22/2020	0182228	Rogers, Brian	\$80.00
7/31/2020	0000851	Roland, H.M. Joyce	\$1,616.88
7/31/2020	0056628	Roman, Daniel	\$2,711.25
7/31/2020	0161489	Romero, Julian	\$1,413.60
7/22/2020	0184699	Romo, Cindy	\$100.00
7/31/2020	0192553	Rose, Charles	\$3,175.00
7/31/2020	0195019	Roselund, David	\$3,943.63
7/31/2020	0000731	Rosiak-Seo, Kymberly	\$6,544.46
7/22/2020	0184094	Ruiz, Rosa	\$340.00
7/31/2020	0000797	Ruiz, Ruben	\$5,531.33
7/31/2020	0197705	Russo Neri, Trisha	\$6,366.79
7/22/2020	0000852	Saibic, Joyce	\$910.78
7/31/2020	0000754	Sajatovic, Mark	\$2,121.25
7/22/2020	0179203	Saldana, Esbeidy	\$819.84
7/31/2020	0168430	Saldana-Huerta, Carolina	\$1,583.96

Morton College - Payroll Register - Period Ending July 31, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0204533	Samarah, Mariam	\$2,550.00
7/31/2020	0197693	Sanchez, Alejandro	\$5,806.79
7/31/2020	0181767	Sanchez Anderson, Maria	\$3,601.46
7/31/2020	0000907	Sanchez, Luis	\$5,652.09
7/22/2020	0189232	Sanchez, Priscilla	\$360.00
7/22/2020	0047239	Sandoval, Rosaura	\$1,016.19
7/31/2020	0172945	Santoyo, Perla	\$1,666.67
7/22/2020	0082829	Sarabia, Angel	\$163.52
7/31/2020	0003149	Sassetti, James	\$1,213.43
7/31/2020	0000921	Scatchell, Candyce	\$2,327.83
7/31/2020	0000898	Schmitt, Robert	\$4,228.54
7/31/2020	0000860	Schoepf, Cheryl	\$2,310.75
7/31/2020	0195022	Schreier, Jennifer	\$5,136.09
7/31/2020	0160546	Schrey, Courtney	\$1,443.22
7/22/2020	0000857	Schultz, Charmayne	\$1,229.60
7/22/2020	0000861	Seropian, Daniel	\$755.00
7/31/2020	0199500	Shimko, Kristen	\$2,303.21
7/31/2020	0002709	Shouba, Derek	\$4,935.88
7/31/2020	0197678	Skurski, Katherine	\$3,136.92
7/31/2020	0003089	Sleeth, Bradley	\$5,358.29
7/31/2020	0202244	Smith, Caprice	\$1,875.00
7/22/2020	0121377	Smith, Daniel	\$674.52
7/31/2020	0003165	Smith-Irowa, Pamela	\$796.78
7/31/2020	0181260	Smith, Jeanine	\$1,149.02
7/31/2020	0000789	Smith, Maria	\$2,308.79
7/31/2020	0204753	Smith, Richard	\$2,500.00
7/31/2020	0000939	Sonnier, Celeste	\$3,510.21
7/31/2020	0000842	Soto, Marlene	\$2,314.42
7/22/2020	0186301	Soto, Patricia	\$650.48
7/31/2020	0125437	Soto, Yasna	\$1,425.17
7/31/2020	0000943	Spaniol, Scott	\$6,135.42
7/22/2020	0204095	Spizzirri, Francesco	\$639.60
7/31/2020	0160304	Stanukinas, Melissa	\$2,123.75
7/31/2020	0000759	Steinhaus, Julie	\$1,805.92
7/22/2020	0007897	Stella, Leslie	\$394.11
7/31/2020	0199375	Strauts, Erin	\$3,291.67
7/22/2020	0000792	Streuly, Russell	\$690.75

Morton College - Payroll Register - Period Ending July 31, 2020

Pay Period End Date	Employee ID	Person Full Name	Pay Period Earnings
7/31/2020	0000761	Styer, Audrey	\$5,531.67
7/22/2020	0190101	Sulack, Alexandra	\$99.72
7/31/2020	0189488	Swint, Ashley	\$1,378.82
7/31/2020	0000897	Sykora, Donald	\$4,233.21
7/31/2020	0154190	Taylor, Kimberly	\$87.50
7/31/2020	0161138	Tejeda, Erika	\$3,094.29
7/31/2020	0159232	Thelemaque, Cristina	\$758.14
7/22/2020	0007863	Thomas, Paul	\$495.60
7/31/2020	0005802	Thompson, Juhelia	\$661.82
7/31/2020	0194864	Tomchek, Ryan	\$2,240.00
7/31/2020	0000738	Torres, Gina	\$2,739.04
7/22/2020	0199373	Tovar, Rebeka	\$450.00
7/31/2020	0200701	Treiber, John	\$4,841.67
7/22/2020	0198684	Trujillo, Veronica	\$232.50
7/31/2020	0000019	Ulbrich, Scott	\$3,102.00
7/31/2020	0055604	Valdez, Ana	\$2,133.33
7/31/2020	0000886	Vargas, Maria	\$2,338.92
7/22/2020	0200457	Vargas, Yvis	\$672.00
7/22/2020	0000796	Vazquez, Luis	\$175.69
7/31/2020	0166301	Vega-Huezo, Wendy	\$3,336.21
7/31/2020	0000808	Velazquez, Marisol	\$4,776.59
7/31/2020	0196031	Wagner, Richard	\$1,468.60
7/31/2020	0000868	Walley, Cynthia	\$1,524.33
7/31/2020	0013245	Warren, John	\$3,660.18
7/31/2020	0122566	Watkins, Meredith	\$2,611.92
7/31/2020	0158266	Wido, Christopher	\$2,133.33
7/31/2020	0190102	Windham, Brandie	\$3,811.25
7/31/2020	0003059	Winningham, Susan	\$1,577.46
7/22/2020	0000767	Wolff, Michael	\$175.69
7/31/2020	0000736	Wood, Robert	\$4,862.17
7/31/2020	0000942	Yanez, Rodolfo	\$2,398.63
7/31/2020	0200289	Young, Amanda	\$2,440.71
7/31/2020	0000813	Zukauskas, Karolis	\$6,356.96

Total Paid \$743,960.63

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: Board Action - Monthly Budget Report June 2020
Date: Saturday, August 15, 2020 12:47:01 PM
Attachments: [MC- JUNE 20 Budget Report.pdf](#)

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING JUNE 2020 BE RECEIVED AND APPROVED AS SUBMITTED.

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

Attachments: Monthly Budget Report

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/Treasurer
Morton College*

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Morton Community College
FY20 Budget Report
For 12 Month Ending June 30, 2020



**Morton Community College
Budget Report Summary
June 30, 2020**

100%

Funds	Actual	Budget	%	Budget Remaining
<u>Education Fund</u>				
Revenue	\$ 35,171,686	\$ 25,904,072	135.8%	\$ (9,267,614)
Expenditures	(24,358,908)	(25,735,316)	94.7%	(1,376,408)
Net	\$ 10,812,778	\$ 168,756		\$ (10,644,022)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 5,105,328	\$ 3,780,560	135.0%	\$ (1,324,768)
Expenditures	(3,499,574)	(3,750,009)	93.3%	(250,435)
Net	\$ 1,605,754	\$ 30,551		\$ (1,575,203)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 22,364,374	\$ 17,978,815	124.4%	\$ (4,385,559)
Expenditures	(22,296,220)	(17,978,815)	124.0%	4,317,405
Net	\$ 68,154	\$ -		\$ (68,154)
<u>Audit Fund</u>				
Revenue	\$ 115,334	\$ 85,527	134.9%	\$ (29,807)
Expenditures	(81,600)	(81,600)	100.0%	-
Net	\$ 33,734	\$ 3,927		\$ (29,807)
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ 704,098	\$ 799,654	88.1%	\$ 95,556
Expenditures	(649,744)	(799,587)	81.3%	(149,843)
Net	\$ 54,354	\$ 67		\$ (54,287)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 380,539	\$ 617,680	61.6%	\$ 237,141
Expenditures	(1,751,096)	(576,750)	303.6%	1,174,346
Net	\$ (1,370,557)	\$ 40,930		\$ 1,411,487
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 9,647,750	\$ 14,427,733	66.9%	\$ 4,779,983
Expenditures	(7,445,896)	(15,242,733)	48.8%	(7,796,837)
Net	\$ 2,201,854	\$ (815,000)		\$ (3,016,854)
<u>Working Cash Fund</u>				
Revenue	\$ 166,540	\$ 230,000	72.4%	\$ 63,460
Expenditures	(9,608,988)	(230,000)	4178%	9,378,988
Net	\$ (9,442,448)	\$ -		\$ 9,442,448
<u>All Funds</u>				
Revenue	\$ 73,655,649	\$ 63,824,041	115.4%	\$ (9,831,608)
Expenditures	(69,692,026)	(64,394,810)	108.2%	\$ 5,297,216
Net	\$ 3,963,623	\$ (570,769)		\$ (4,534,392)

EDUCATION FUND REVENUE
June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 7,217,715	\$ 7,441,832	97.0%	\$ 224,117
Total Local Government	<u>\$ 7,217,715</u>	<u>\$ 7,441,832</u>		<u>\$ 224,117</u>
CORPORATE PERSONAL PROPERTY TAXES	\$ 670,802	\$ 650,000	103.2%	\$ (20,802)
SURS HEALTH - ON BEHALF PAYMENTS	\$ 74,222	\$ -	#DIV/0!	\$ (74,222)
STATE GOVERNMENT				
ICCB credit hour grants	\$ 2,205,360	\$ 2,205,360	100.0%	\$ -
ICCB equalization grants	4,601,780	4,601,780	100.0%	-
CTE formula grant	169,260	-	0.0%	(169,260)
Total State Government	<u>\$ 6,976,400</u>	<u>\$ 6,807,140</u>		<u>\$ (169,260)</u>
STUDENT TUITION AND FEES				
Tuition	\$ 8,718,409	\$ 8,419,500	103.6%	\$ (298,909)
Fees	1,658,093	1,984,300	83.6%	326,207
Total Tuition and Fees	<u>\$ 10,376,502</u>	<u>\$ 10,403,800</u>		<u>\$ 27,298</u>
MISCELLANEOUS				
Sales and service fees	\$ 75,758	\$ 91,300	83.0%	\$ 15,542
Investment revenue	149,724	250,000	59.9%	100,276
Nongovernmental gifts & scholarships	11,250	30,000	37.5%	18,750
Total Other Sources	<u>\$ 236,732</u>	<u>\$ 371,300</u>		<u>\$ 134,568</u>
Total Revenue	<u>\$ 25,552,373</u>	<u>\$ 25,674,072</u>	<u>99.5%</u>	\$ 121,699
Transfers in	<u>\$ 9,619,313</u>	<u>\$ 230,000</u>	<u>4182.3%</u>	<u>\$ (9,389,313)</u>
Total Revenue and Transfers in	<u>\$ 35,171,686</u>	<u>\$ 25,904,072</u>	<u>135.8%</u>	<u>\$ (9,267,614)</u>

EDUCATION FUND EXPENDITURES

June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 8,918,588	\$ 8,315,259	107.3%	\$ (603,329)
Employee benefits	754,027	743,090	101.5%	(10,937)
Contractual services	249,921	337,601	74.0%	87,680
Material and supplies	380,436	530,931	71.7%	150,495
Conferences and meetings	23,482	38,698	60.7%	15,216
Capital Outlay	199,999	200,000	100.0%	1
Total Instruction	<u>10,526,453</u>	<u>10,165,579</u>	<u>103.5%</u>	<u>(360,874)</u>
Academic Support				
Salaries	1,405,900	1,518,289	92.6%	112,389
Employee benefits	203,763	252,584	80.7%	48,821
Contractual services	259,061	288,454	89.8%	29,393
Material and supplies	249,998	361,530	69.2%	111,532
Conferences and meetings	25,517	40,500	63.0%	14,983
Fixed charges	-1,327	60,000	-2.2%	61,327
Other Expenditures	38,579	1,000	3857.9%	-37,579
Total Academic Support	<u>2,181,491</u>	<u>2,522,357</u>	<u>86.5%</u>	<u>340,866</u>
Student Services				
Salaries	1,871,300	1,981,820	94.4%	110,520
Employee benefits	232,160	251,983	92.1%	19,823
Contractual services	144,740	274,000	52.8%	129,260
Material and supplies	84,498	160,750	52.6%	76,252
Conferences and meetings	61,688	88,450	69.7%	26,762
Fixed charges	4,336	15,000	28.9%	10,664
Total Student Services	<u>2,398,722</u>	<u>2,772,003</u>	<u>86.5%</u>	<u>373,281</u>
Public Service/Continuing Education				
Salaries	352,518	259,980	135.6%	(92,538)
Employee benefits	46,752	27,420	170.5%	(19,332)
Contractual services	119,853	217,500	55.1%	97,647
Material and supplies	14,851	26,400	56.3%	11,549
Conferences and meetings	2063	6,500	31.7%	4,437
Other tuition/fee waiver	1,175	5,000	23.5%	3,825
Total Public Service/Continuing Education	<u>537,212</u>	<u>542,800</u>	<u>99.0%</u>	<u>5,588</u>
Auxiliary Services				
Salaries	112,494	104,441	107.7%	(8,053)
Employee benefits	3,880	17,660	22.0%	13,780
Contractual services	314,595	314,600	100.0%	5
Material and supplies	162,782	179,500	90.7%	16,718
Conferences and meetings	113,916	116,156	98.1%	2,240
Fixed charges	13,244	13,244	100.0%	0
Total Auxiliary Services	<u>720,911</u>	<u>745,601</u>	<u>96.7%</u>	<u>24,690</u>

EDUCATION FUND EXPENDITURES
June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
 Institutional Support				
Salaries	\$ 2,655,701	\$ 2,684,857	98.9%	\$ 29,156
Employee benefits	489,780	466,219	105.1%	-23,561
Contractual services	1,263,424	1,564,000	80.8%	300,576
Material and supplies	547,021	733,300	74.6%	186,279
Conferences and meetings	189,356	276,000	68.6%	86,644
Fixed charges	640	1,500	42.7%	860
Other	98,052	140,000	70.0%	41,948
Total Institutional Support	<u>5,243,974</u>	<u>5,865,876</u>	<u>89.4%</u>	<u>621,902</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	<u>2,276,647</u>	<u>2,372,600</u>	<u>96.0%</u>	<u>95,953</u>
Total Scholarships, Student Grants & Waivers	<u>2,276,647</u>	<u>2,372,600</u>	<u>96.0%</u>	<u>95,953</u>
Contingencies				
	-	275,000	0.0%	275,000
Total Expenditures	<u>\$ 23,885,410</u>	<u>\$ 25,261,816</u>	<u>94.6%</u>	<u>\$ 1,376,406</u>
Transfers out	473,500.00	473,500	0.0%	0
Total Expenditures and Transfers out	<u>\$24,358,910</u>	<u>\$ 25,735,316</u>	<u>94.7%</u>	<u>\$ 1,376,406</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES

June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 1,441,532	\$ 1,471,560	98.0%	\$ 30,028
CORPORATE PERSONAL PROPERTY TAXES				
	670,802	650,000	103.2%	-20,802
STUDENT FEES				
Fees	1,574,646	1,630,000	96.6%	55,354
Total Student Fees	1,574,646	1,630,000	96.6%	55,354
MISCELLANEOUS				
Sales and service fees	235.00	5,000	4.7%	4,765
Facilities	6,725	14,000	48.0%	7,275
Investment revenue	11,389	10,000	113.9%	(1,389)
Total Miscellaneous	18,349	29,000	63.3%	10,651
Transfers in	1,400,000	0	#DIV/0!	(1,400,000)
Total Revenue	\$ 5,105,329	\$ 3,780,560	135.0%	\$ (1,324,769)
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$1,668,415	\$1,529,449	109.1%	(\$138,966)
Employee benefits	161,402	172,535	93.5%	11,133
Contractual services	519,695	656,000	79.2%	136,305
Material and supplies	146,060	197,525	73.9%	51,465
Conferences and meetings	36.00	6,500	0.6%	6,464
Utilities	733,031	889,000	82.5%	155,969
Capital outlay	270,936	289,000	93.7%	18,064
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	3,499,575	3,750,009	93.3%	250,434
Total Expenditures	\$ 3,499,575	\$ 3,750,009	93.3%	\$ 250,434

RESTRICTED PURPOSE FUND REVENUE
June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	\$1,298,998	\$1,300,235	99.9%	\$1,237
ISBE grant revenue- other	280,500	274,516	102.2%	(5,984)
Other Sources	<u>11,656,290</u>	<u>3,700,000</u>	<u>315.0%</u>	<u>(7,956,290)</u>
Total State Government	<u><u>13,235,788</u></u>	<u><u>5,274,751</u></u>	<u><u>250.9%</u></u>	<u><u>-7,961,037</u></u>
FEDERAL GOVERNMENT				
Department of education	9,126,965	12,696,564	71.9%	3,569,599
Other	<u>1,622</u>	<u>7,500</u>	<u>0.0%</u>	<u>5,878</u>
Total Federal Government	<u><u>9,128,587</u></u>	<u><u>12,704,064</u></u>	<u><u>71.9%</u></u>	<u><u>3,575,477</u></u>
<u>Total Revenue</u>	<u><u>\$ 22,364,375</u></u>	<u><u>\$ 17,978,815</u></u>	<u><u>124.4%</u></u>	<u><u>\$ (4,385,560)</u></u>

RESTRICTED PURPOSE FUND EXPENDITURES
June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 1,335,238	\$ 1,379,551	96.8%	\$ 44,313
Employee benefits	6,495,082	2,060,925	315.2%	(4,434,157)
Contractual services	7,305	18,775	38.9%	11,470
Material and supplies	232,128	294,998	78.7%	62,870
Conferences and meetings	10,520	21,260	49.5%	10,740
Other Fixed Charges	16,822	22,290	75.5%	5,468
Student grants and scholarships	5,677	5,500	103.2%	(177)
Total Instruction	<u>8,102,772</u>	<u>3,803,299</u>	<u>213.0%</u>	<u>(4,299,473)</u>
Academic Support				
Employee benefits	872,340.00	250,000	348.9%	(622,340)
Total Academic Support	<u>872,340.00</u>	<u>250,000</u>	<u>348.9%</u>	<u>(622,340)</u>
Student Services				
Salaries	153,154	244,470	62.6%	91,316
Employee benefits	1,268,563	407,116	311.6%	(861,447)
Other Contract Services	38,825	117,550	33.0%	78,725
Material and supplies	73,737	276,142	26.7%	202,405
Conferences and meetings	3,933	11,057	35.6%	7,124
Fixed charges	16,225	20,941	77.5%	4,716
Total Student Services	<u>1,554,437</u>	<u>1,077,276</u>	<u>144.3%</u>	<u>(477,161)</u>
Public Service/Continuing Education				
Salaries	202,852	203,238	99.8%	386
Employee benefits	390,351	130,475	299.2%	(259,876)
Contractual services	3,364	3,470	96.9%	106
Material and supplies	12,448	12,478	99.8%	30
Conferences and meetings	9,611	14,855	64.7%	5,244
Total Public Service/Continuing Education	<u>618,626</u>	<u>364,516</u>	<u>169.7%</u>	<u>(254,110)</u>

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES

June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
Auxiliary Services				
Employee benefits	\$ 67,863.00	\$ 125,000	54.3%	\$ 57,137
Total Auxiliary Services	<u>67,863.00</u>	<u>125,000</u>	<u>54.3%</u>	<u>57,137</u>
Operations and Maintenance of Plant				
Employee benefits	1,043,968.00	450,000	232.0%	(593,968)
Total Operation and Maintenance of Plant	<u>1,043,968.00</u>	<u>450,000</u>	<u>232.0%</u>	<u>(593,968)</u>
Institutional Support				
Employee benefits	1,812,960.00	1,666,321	108.8%	(146,639)
Total Institutional Support	<u>1,812,960.00</u>	<u>1,666,321</u>	<u>108.8%</u>	<u>(146,639)</u>
Scholarships, Student Grants & Waivers				
Salaries	119,780	119,780	100.0%	-
Student grants and scholarships	8,093,149	10,122,623	80.0%	2,029,474
<u>Total Scholarships, Student Grants & Waivers</u>	<u>8,212,929</u>	<u>10,242,403</u>	<u>80.2%</u>	<u>2,029,474</u>
Total Expenditures	<u>\$ 22,285,895</u>	<u>\$ 17,978,815</u>	<u>124.0%</u>	<u>\$ (4,307,080)</u>

AUDIT FUND REVENUE AND EXPENDITURES
 June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 100,317	\$ 70,477	142.3%	\$ (29,840)
MISCELLANEOUS				
Investment revenue	18	50	36.0%	32
Total Revenue	\$ 100,335	\$ 70,527	142.3%	\$ (29,808)
<u>Transfers in</u>	15,000.00	15,000	100.0%	-
Total Revenue and Transfers in	\$ 115,335	\$ 85,527	134.9%	\$ (29,808)
EXPENDITURES				
By Program:				
Institutional Support				
Contractual services	81,600	81,600	100.0%	-
Total Expenditures	\$ 81,600	\$ 81,600	100.0%	\$ -

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES

June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 703,974	\$ 799,554	88.0%	\$ 95,580
MISCELLANEOUS				
Investment revenue	124	100	124.0%	(24)
Total Revenue	\$ 704,098	\$ 799,654	88.1%	\$ 95,556
EXPENDITURES				
<u>By Program:</u>				
Instruction				
Employee benefits	152,025	135,000	112.6%	(17,025)
Academic Support				
Employee benefits	19,590	16,500	118.7%	(3,090)
Student Services				
Employee benefits	25,689	20,500	125.3%	(5,189)
Public Service/Continuing Education				
Employee benefits	6,002	7,500	80.0%	1,498
Auxiliary Services				
Employee benefits	1494	4500	33.2%	3,006
Operations and Maintenance of Plant				
Employee benefits	24,514	23,500	104.3%	(1,014)
Institutional Support				
Employee benefits	80,088	57,000	140.5%	(23,088)
Contractual services	340,343	535,087	63.6%	194,744
Total Institutional Support	420,431	592,087	71.0%	171,656
Total Expenditures	\$ 649,745	\$ 799,587	81.3%	\$ 149,842

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 380,433	\$ 617,580	61.6%	\$ 237,147
<u>MISCELLANEOUS</u>				
Investment revenue	106	100	106.0%	(6)
Total Revenue	380,539	617,680	61.6%	237,141
<u>EXPENDITURES</u>				
By Program:				
Institutional Support				
Fixed charges	351,096	576,750	60.9%	225,654
<u>TRANSFERS OUT</u>	1,400,000	-	#DIV/0!	(1,400,000)
Total Expenditures	\$ 1,751,096	\$ 576,750	303.6%	\$ (1,174,346)

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
STATE GOVERNMENT				
Capital Development Board	-	4,881,800	0.0%	4,881,800
Total	<u>-</u>	<u>4,881,800</u>	<u>0.0%</u>	<u>4,881,800</u>
OTHER SOURCES				
Bonds	9,087,433	9,087,433	100.0%	-
Investment Interest	101,817	-	0.0%	(101,817)
Total	<u>9,189,250</u>	<u>9,087,433</u>	<u>101.1%</u>	<u>(101,817)</u>
TRANSFERS IN				
	<u>\$ 458,500</u>	<u>\$ 458,500</u>	<u>100.0%</u>	<u>\$ -</u>
<u>Total Revenue and Transfers in</u>	<u>\$ 9,647,750</u>	<u>\$ 14,427,733</u>	<u>66.9%</u>	<u>\$ 4,779,983</u>
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services	270,326	6,101,800	4.4%	5,831,474
Capital outlay	7,175,570	9,140,933	78.5%	1,965,363
Total Operation and Maintenance of Plant	<u>7,445,896</u>	<u>15,242,733</u>	<u>48.8%</u>	<u>7,796,837</u>
Total Expenditures	<u>\$ 7,445,896</u>	<u>\$ 15,242,733</u>	<u>48.8%</u>	<u>\$ 7,796,837</u>

WORKING CASH FUND REVENUE AND EXPENDITURES
June 30, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>OTHER SOURCES</u>				
<u>Investment revenue</u>	<u>\$ 166,539</u>	<u>\$ 230,000</u>	<u>72.4%</u>	<u>\$ 63,461</u>
<u>Total Revenue</u>	<u>166,539</u>	<u>230,000</u>	<u>72.4%</u>	<u>63,461</u>
<u>TRANSFERS OUT</u>	<u>9,442,448</u>	<u>230,000</u>	<u>4105.4%</u>	<u>(9,212,448)</u>

From: [Ana L Valdez](#)
To: [Board Materials](#)
Subject: FW: Board Action - Monthly Budget Report July 2020
Date: Tuesday, August 18, 2020 10:10:17 AM
Attachments: [MC- JULY 20 Budget Report.pdf](#)



Ana Valdez
Executive Assistant - Provost
P: [\(708\) 656-8000, Ext. 2241](tel:(708)656-8000)
E: Ana.Valdez@morton.edu
www.morton.edu

From: Mireya Perez
Sent: Saturday, August 15, 2020 3:04 PM
To: Stan Fields <stan.fields@morton.edu>
Cc: Maria Sanchez Anderson <maria.anderson@morton.edu>; Ana L Valdez <ana.valdez@morton.edu>
Subject: Board Action - Monthly Budget Report July 2020

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING JULY 2020 BE RECEIVED AND APPROVED AS SUBMITTED.

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

Attachments: Monthly Budget Report

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/Treasurer
Morton College*

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Morton Community College
FY21 Budget Report
For 1 Month Ending July 31, 2020



**Morton Community College
Budget Report Summary
July 31, 2020**

8%

Funds	Actual	Budget	%	Budget Remaining
<u>Education Fund</u>				
Revenue	\$ 2,863,406	\$ 25,896,642	11.1%	\$ 23,033,236
Expenditures	(902,233)	(25,857,756)	3.5%	(24,955,523)
Net	\$ 1,961,173	\$ 38,886		\$ (1,922,287)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 407,736	\$ 3,610,960	11.3%	\$ 3,203,224
Expenditures	(154,486)	(3,609,557)	4.3%	(3,455,071)
Net	\$ 253,250	\$ 1,403		\$ (251,847)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 180,417	\$ 17,792,550	1.0%	\$ 17,612,133
Expenditures	(379,365)	(17,792,550)	2.1%	(17,413,185)
Net	\$ (198,948)	\$ -		\$ 198,948
<u>Audit Fund</u>				
Revenue	\$ -	\$ 71,567	0.0%	\$ 71,567
Expenditures	(10,000)	(81,600)	12.3%	(71,600)
Net	\$ (10,000)	\$ (10,033)		\$ (33)
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ -	\$ 801,734	0.0%	\$ 801,734
Expenditures	(327,511)	(2,336,280)	14.0%	(2,008,769)
Net	\$ (327,511)	\$ (1,534,546)		\$ (1,207,035)
<u>General Bond Obligation Fund</u>				
Revenue	\$ -	\$ 651,529	0.0%	\$ 651,529
Expenditures	-	(645,950)	0.0%	(645,950)
Net	\$ -	\$ 5,579		\$ 5,579
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ -	\$ 10,194,029	0.0%	\$ 10,194,029
Expenditures	162,547	(10,194,029)	-1.6%	(10,356,576)
Net	\$ 162,547	\$ -		\$ (162,547)
<u>All Funds</u>				
Revenue	\$ 3,451,559	\$ 59,019,011	5.8%	\$ 55,567,452
Expenditures	(1,611,048)	(60,517,722)	2.7%	\$ (58,906,674)
Net	\$ 1,840,511	\$ (1,498,711)		\$ (3,339,222)

EDUCATION FUND REVENUE
July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 7,530,232	0.0%	\$ 7,530,232
Total Local Government	<u>\$ -</u>	<u>\$ 7,530,232</u>		<u>\$ 7,530,232</u>
CORPORATE PERSONAL PROPERTY TAXES	\$ -	\$ 650,000	0.0%	\$ 650,000
SURS HEALTH - ON BEHALF PAYMENTS	\$ -	\$ -	0.0%	\$ -
STATE GOVERNMENT				
ICCB credit hour grants	\$ -	\$ 2,314,560	0.0%	\$ 2,314,560
ICCB equalization grants	-	5,220,045	0.0%	5,220,045
CTE formula grant	-	-	0.0%	-
Total State Government	<u>\$ -</u>	<u>\$ 7,534,605</u>		<u>\$ 7,534,605</u>
STUDENT TUITION AND FEES				
Tuition	\$ 2,288,650	\$ 7,772,325	29.4%	\$ 5,483,675
Fees	569,937	1,876,180	30.4%	1,306,243
Total Tuition and Fees	<u>\$ 2,858,587</u>	<u>\$ 9,648,505</u>		<u>\$ 6,789,918</u>
MISCELLANEOUS				
Sales and service fees	\$ 763	\$ 253,300	0.3%	\$ 252,537
Investment revenue	4,055	250,000	1.6%	245,945
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	<u>\$ 4,818</u>	<u>\$ 533,300</u>		<u>\$ 528,482</u>
Total Revenue	<u>\$ 2,863,405</u>	<u>\$ 25,896,642</u>	<u>11.1%</u>	<u>\$ 23,033,237</u>
Transfers in	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>
Total Revenue and Transfers in	<u>\$ 2,863,405</u>	<u>\$ 25,896,642</u>	<u>11.1%</u>	<u>\$ 23,033,237</u>

EDUCATION FUND EXPENDITURES

July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ (35,221)	\$ 7,326,818	-0.5%	\$ 7,362,039
Employee benefits	64,714	762,994	8.5%	698,280
Contractual services	4,033	377,500	1.1%	373,467
Material and supplies	1,722	514,800	0.3%	513,078
Conferences and meetings	0	33,785	0.0%	33,785
Total Instruction	<u>35,248</u>	<u>9,015,897</u>	<u>0.4%</u>	<u>8,980,649</u>
Academic Support				
Salaries	41,747	1,595,131	2.6%	1,553,384
Employee benefits	15,440	267,763	5.8%	252,323
Contractual services	70,406	287,000	24.5%	216,594
Material and supplies	3,030	317,970	1.0%	314,940
Conferences and meetings	0	29,340	0.0%	29,340
Fixed charges	4,528	75,000	6.0%	70,472
Other Expenditures	0	1,000	0.0%	1,000
Total Academic Support	<u>135,151</u>	<u>2,573,204</u>	<u>5.3%</u>	<u>2,438,053</u>
Student Services				
Salaries	37,735	1,804,540	2.1%	1,766,805
Employee benefits	19,949	231,677	8.6%	211,728
Contractual services	669	215,000	0.3%	214,331
Material and supplies	9,879	162,550	6.1%	152,671
Conferences and meetings	3,323	76,450	4.3%	73,127
Fixed charges	0	19,000	0.0%	19,000
Total Student Services	<u>71,555</u>	<u>2,509,217</u>	<u>2.9%</u>	<u>2,437,662</u>
Public Service/Continuing Education				
Salaries	9,989	328,079	3.0%	318,090
Employee benefits	3,891	46,093	8.4%	42,202
Contractual services	2,063	217,000	1.0%	214,937
Material and supplies	0	29,700	0.0%	29,700
Conferences and meetings	0	5,250	0.0%	5,250
Other tuition/fee waiver	0	5,000	0.0%	5,000
Total Public Service/Continuing Education	<u>15,943</u>	<u>631,122</u>	<u>2.5%</u>	<u>615,179</u>
Auxiliary Services				
Salaries	9,219	199,675	4.6%	190,456
Employee benefits	966	1,884	51.3%	918
Contractual services	3,000	350,000	0.9%	347,000
Material and supplies	37	584,500	0.0%	584,463
Conferences and meetings	0	132,750	0.0%	132,750
Fixed charges	0	16,000	0.0%	16,000
Total Auxiliary Services	<u>13,222</u>	<u>1,284,809</u>	<u>1.0%</u>	<u>1,271,587</u>

EDUCATION FUND EXPENDITURES
July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Institutional Support				
Salaries	\$ 63,690	\$ 2,482,512	2.6%	\$ 2,418,822
Employee benefits	29,668	478,524	6.2%	448,856
Contractual services	448,258	1,401,500	32.0%	953,242
Material and supplies	26,579	711,800	3.7%	685,221
Conferences and meetings	1,646	216,500	0.8%	214,854
Fixed charges	0	1,500	0.0%	1,500
Other	3,889	140,000	2.8%	136,111
Total Institutional Support	<u>573,730</u>	<u>5,432,336</u>	<u>10.6%</u>	<u>4,858,606</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	57,385	2,029,000	2.8%	1,971,615
Total Scholarships, Student Grants & Waivers	<u>57,385</u>	<u>2,029,000</u>	<u>2.8%</u>	<u>1,971,615</u>
Contingencies				
	-	215,000	0.0%	215,000
Total Expenditures	<u>\$ 902,234</u>	<u>\$ 23,690,585</u>	<u>3.8%</u>	<u>\$ 22,788,351</u>
Transfers out	-	2,167,167	0.0%	2,167,167
Total Expenditures and Transfers out	<u>\$902,234</u>	<u>\$ 25,857,752</u>	<u>3.5%</u>	<u>\$ 24,955,518</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES
July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 1,481,960	0.0%	\$ 1,481,960
CORPORATE PERSONAL PROPERTY TAXES				
	-	650,000	0.0%	650,000
STUDENT FEES				
Fees	407,267	1,450,000	28.1%	1,042,733
Total Student Fees	407,267	1,450,000	28.1%	1,042,733
MISCELLANEOUS				
Sales and service fees	-	5,000	0.0%	5,000
Facilities	-	14,000	0.0%	14,000
Investment revenue	469	10,000	4.7%	9,531
Total Miscellaneous	469	29,000	1.6%	28,531
Transfers in	-	0	0	-
Total Revenue	\$ 407,736	\$ 3,610,960	11.3%	\$ 3,203,224
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$39,162	\$774,098	5.1%	\$734,936
Employee benefits	14,360	147,459	9.7%	133,099
Contractual services	70,522	1,373,000	5.1%	1,302,478
Material and supplies	2,936	199,500	1.5%	196,564
Conferences and meetings	-	6,500	0.0%	6,500
Utilities	27,341	770,000	3.6%	742,659
Capital outlay	165	329,000	0.1%	328,835
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	154,486	3,609,557	4.3%	3,455,071
Total Expenditures	\$ 154,486	\$ 3,609,557	4.3%	\$ 3,455,071

RESTRICTED PURPOSE FUND REVENUE
July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	\$0	\$1,205,570	0.0%	\$1,205,570
ISBE grant revenue- other	46	272,701	0.0%	272,655
Other Sources	4,444	3,700,000	0.1%	3,695,556
Total State Government	<u>4,490</u>	<u>5,178,271</u>	<u>0.1%</u>	<u>5,173,781</u>
FEDERAL GOVERNMENT				
Department of education	175,927	12,612,279	1.4%	12,436,352
Other	-	-	0.0%	-
Total Federal Government	<u>175,927</u>	<u>12,612,279</u>	<u>1.4%</u>	<u>12,436,352</u>
Total Revenue	<u>\$ 180,417</u>	<u>\$ 17,790,550</u>	<u>1.0%</u>	<u>\$ 17,610,133</u>

RESTRICTED PURPOSE FUND EXPENDITURES
July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 18,208	\$ 1,268,246	1.4%	\$ 1,250,038
Employee benefits	8,341	2,056,142	0.4%	2,047,801
Contractual services	-	38,775	0.0%	38,775
Material and supplies	290	273,781	0.1%	273,491
Conferences and meetings	-	33,210	0.0%	33,210
Other Fixed Charges	-	22,676	0.0%	22,676
Student grants and scholarships	-	5,500	0.0%	5,500
Total Instruction	<u>26,839</u>	<u>3,698,330</u>	<u>0.7%</u>	<u>3,671,491</u>
Academic Support				
Employee benefits	-	250,000	0.0%	250,000
Total Academic Support	<u>-</u>	<u>250,000</u>	<u>0.0%</u>	<u>250,000</u>
Student Services				
Salaries	2,666	279,879	1.0%	277,213
Employee benefits	878	438,495	0.2%	437,617
Other Contract Services	259	115,353	0.2%	115,094
Material and supplies	-	216,386	0.0%	216,386
Conferences and meetings	-	10,028	0.0%	10,028
Fixed charges	-	20,820	0.0%	20,820
Total Student Services	<u>3,803</u>	<u>1,080,961</u>	<u>0.4%</u>	<u>1,077,158</u>
Public Service/Continuing Education				
Salaries	7,130	203,238	3.5%	196,108
Employee benefits	3,288	130,475	2.5%	127,187
Contractual services	-	2,800	0.0%	2,800
Material and supplies	-	7,388	0.0%	7,388
Conferences and meetings	-	18,800	0.0%	18,800
Total Public Service/Continuing Education	<u>10,418</u>	<u>362,701</u>	<u>2.9%</u>	<u>352,283</u>

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES

July 31, 2020

	<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				
Employee benefits	(30.00)	1,513,941	0.0%	1,513,971
Total Institutional Support	<u>(30.00)</u>	<u>1,513,941</u>	<u>0.0%</u>	<u>1,513,971</u>
Scholarships, Student Grants & Waivers				
Salaries	2,035	131,529	1.5%	129,494
Student grants and scholarships	336,299	10,180,088	3.3%	9,843,789
<u>Total Scholarships, Student Grants & Waivers</u>	<u>338,334</u>	<u>10,311,617</u>	<u>3.3%</u>	<u>9,973,283</u>
Total Expenditures	<u>\$ 379,364</u>	<u>\$ 17,792,550</u>	<u>2.1%</u>	<u>\$ 17,413,186</u>

AUDIT FUND REVENUE AND EXPENDITURES
 July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 71,517	0.0%	\$ 71,517
MISCELLANEOUS				
Investment revenue	-	50	0.0%	50
Total Revenue	\$ -	\$ 71,567	0.0%	\$ 71,567
<u>Transfers in</u>	-	-	#DIV/0!	-
Total Revenue and Transfers in	\$ -	\$ 71,567	0.0%	\$ 71,567
EXPENDITURES				
By Program:				
Institutional Support				
Contractual services	10,000	81,600	12.3%	71,600
Total Expenditures	\$ 10,000	\$ 81,600	12.3%	\$ 71,600

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES

July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ -	\$ 801,634	0.0%	\$ 801,634
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	\$ -	\$ 801,734	0.0%	\$ 801,734
EXPENDITURES				
<u>By Program:</u>				
Instruction				
Salaries	-	215,848	0.0%	215,848
Employee benefits	-	135,000	0.0%	135,000
Total Instruction	0	350,848	0.0%	350,848
Academic Support				
Employee benefits	0	16,500	0.0%	16,500
Student Services				
Salaries	6,859	85,668	8.0%	78,809
Employee benefits	829	28,501	2.9%	27,672
Total Academic Support	7,688	114,169	6.7%	106,481
Public Service/Continuing Education				
Employee benefits	0	7,500	0.0%	7,500
Auxiliary Services				
Employee benefits	0	4500	0.0%	4500
Operations and Maintenance of Plant				
Salaries	48,214	1,031,006	4.7%	982,792
Employee benefits	4,437	65,003	6.8%	60,566
Total Operations and Maintenance of Plant	52,651	1,096,009	4.8%	1,043,358
Institutional Support				
Salaries	6,095	149,956	4.1%	143,861
Employee benefits	727	61,711	1.2%	60,984
Contractual services	-	200,000	0.0%	200,000
Other Fixed Charges	260,348	335,087	77.7%	74,739
Total Institutional Support	267,170	746,754	35.8%	479,584
Total Expenditures	\$ 327,509	\$ 2,336,280	14.0%	\$ 2,008,771

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ -	\$ 651,429	0.0%	\$ 651,429
<u>MISCELLANEOUS</u>				
Investment revenue	-	100	0.0%	100
Total Revenue	-	651,529	0.0%	651,529
<u>EXPENDITURES</u>				
By Program:				
Institutional Support				
Fixed charges	-	645,950	0.0%	645,950
<u>TRANSFERS OUT</u>	-	-	0.0%	-
Total Expenditures	\$ -	\$ 645,950	0.0%	\$ 645,950

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES

July 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
STATE GOVERNMENT				
Capital Development Board	-	4,881,800	0.0%	4,881,800
Total	<u>-</u>	<u>4,881,800</u>	<u>0.0%</u>	<u>4,881,800</u>
OTHER SOURCES				
Bonds	3,145,062	3,145,062	100.0%	-
Investment Interest	118	-	0.0%	(118)
Total	<u>3,145,180</u>	<u>3,145,062</u>	<u>100.0%</u>	<u>(118)</u>
TRANSFERS IN				
	<u>\$ -</u>	<u>\$ 2,167,167</u>	<u>0.0%</u>	<u>\$ 2,167,167</u>
<u>Total Revenue and Transfers in</u>	<u>\$ 3,145,180</u>	<u>\$ 10,194,029</u>	<u>30.9%</u>	<u>\$ 7,048,849</u>
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services	-	5,076,800	0.0%	5,076,800
Capital outlay	(162,547)	5,117,229	-3.2%	5,279,776
Total Operation and Maintenance of Plant	<u>-162,547</u>	<u>10,194,029</u>	<u>-1.6%</u>	<u>10,356,576</u>
Total Expenditures	<u>\$ (162,547)</u>	<u>\$ 10,194,029</u>	<u>-1.6%</u>	<u>\$ 10,356,576</u>

From: [Ana L Valdez](#)
To: [Board Materials](#)
Subject: FW: Action Item 8.3 for 8/26/2020 Board Meeting
Date: Tuesday, August 18, 2020 10:13:35 AM
Attachments: [TR 6.30.20.pdf](#)



Ana Valdez
Executive Assistant - Provost
P: (708) 656-8000, Ext. 2241
E: Ana.Valdez@morton.edu
www.morton.edu

From: Mireya Perez
Sent: Friday, August 14, 2020 8:36 AM
To: Stan Fields <stan.fields@morton.edu>
Cc: Maria Sanchez Anderson <maria.anderson@morton.edu>; Ana L Valdez <ana.valdez@morton.edu>
Subject: FW: Action Item 8.3 for 8/26/2020 Board Meeting

Approved.

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Thursday, August 13, 2020 4:05 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.3 for 8/26/2020 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR JUNE 2020 BE RECEIVED

AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thank you,

Suzanna Raigoza
Senior Accountant
Morton College
3801 S Central Ave
Cicero, IL 60804
P: 708-656-8000 ext 2305
F: 708-656-3194

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

Morton College Treasurer's Report

Month Ending: June, 2020

<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	\$10,632,422.65	0.0100%	TIF Prime Fund	30-Jun-20
<i>First Midwest Bank</i>	11-Mar-20	\$ 250,000.00	1.0940%	CD	11-Sep-20
<i>First Midwest Bank</i>	11-Mar-20	\$ 250,000.00	1.0940%	CD	11-Sep-20
	Sum	<u>\$11,132,422.65</u>			
Grand Total		\$ 11,132,422.65			

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: FW: Action Item 8.3 for 8/26/2020 Board Meeting
Date: Friday, August 14, 2020 8:37:47 AM
Attachments: [TR 7.31.20.pdf](#)

Approved.

Thanks,

*Mireya Perez, CPA
Chief Financial Officer/ Treasurer
Morton College
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Thursday, August 13, 2020 4:08 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.3 for 8/26/2020 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR JULY 2020 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports

Thank you,

Suzanna Raigoza
Senior Accountant
Morton College
3801 S Central Ave
Cicero, IL 60804
P: 708-656-8000 ext 2305
F: 708-656-3194

Morton College Treasurer's Report

Month Ending: July, 2020

<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	\$10,634,660.76	0.0100%	TIF Prime Fund	31-Jul-20
<i>First Midwest Bank</i>	11-Mar-20	\$ 250,000.00	1.0940%	CD	11-Sep-20
<i>First Midwest Bank</i>	11-Mar-20	\$ 250,000.00	1.0940%	CD	11-Sep-20
	Sum	<u>\$11,134,660.76</u>			
Grand Total		\$ 11,134,660.76			

From: [Frank E Marzullo](#)
To: [Board Materials](#)
Cc: [Ronald A Lullo](#); [Wendy Vega-Huezo](#); [Melissa Ridyard](#); [Frank E Marzullo](#)
Subject: FOR BOARD APPROVAL - Renewal of HERC 2020-21 for Aug 26, 2020 BOT meeting
Date: Tuesday, July 28, 2020 9:47:40 AM
Attachments: [Greater Chicago Morton Membership HERC invoice 20-21.pdf](#)
[2020-21_GCMHERCRenewalPacket.pdf](#)
[2020-21_HERCMembershipROI.pdf](#)
[W-9.pdf](#)
[Board Action Sheet - Renewal of HERC 2020-21 for Aug.26th 2020 BOT meeting.pdf](#)
Importance: High

Thank you,

Frank Marzullo
Vice President of Administrative Services
708 656-8000 ext 2441 rm 225B
frank.marzullo@morton.edu

From: Melissa Ridyard
Sent: Tuesday, July 21, 2020 9:54 AM
To: Frank E Marzullo
Subject: FOR BOARD APPROVAL - Renewal of HERC 2020-21 for Aug 26, 2020 BOT meeting

For Aug 26, 2020 BOT meeting

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Ronald A Lullo <ronald.lullo@morton.edu>
Sent: Tuesday, July 21, 2020 8:48 AM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: Re: Renewal of HERC 2020-21 for Aug 26, 2020 BOT meeting
Importance: High

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

PROPOSED ACTION: That the Board approve a membership with: Higher Ed Recruitment Consortium for \$3,350.00 effective July 1, 2020 – June 30, 2021, as submitted.

RATIONALE: [Required by Board Policy #2.9].

COST ANALYSIS: \$3,350.00

Attachments: Invoice



INVOICE

HERC

director@gcmherc.org

TO:
 Wendy Vega-Huezo
 Morton College
wendy.vega-huezo@morton.edu

DATE: May 27, 2020

FOR: 2020-21 Greater Chicago Midwest HERC Membership

Invoice #: HERC20-21MOR

DESCRIPTION	AMOUNT
Morton College, Membership to the Greater Chicago Midwest HERC 2020-21 HERC Membership Fees <i>Covering July 1, 2020 - June 30, 2021</i> <i>Invoice due July 30, 2020.</i>	\$3,350
Total Due	\$3,350

**Make check payable to: The Tides Center
 Please indicate Fund #1066 in the memo
 Tax ID# 94-3213100**

Mail to:

**HERC
 PO Box 3794
 Santa Cruz, CA 95063**

Terms: Invoices are considered past due 60 days after the due date. All past due invoices will be assessed a 1% per month fee on amount due.

Thank you for your continued support!

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tides Center

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 399385

6 City, state, and ZIP code
San Francisco, CA 94139-9385

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

9	4	-	3	2	1	3	1	0	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 05-01-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



HERC MEMBER BENEFITS

Your investment in HERC membership includes the following benefits:

Regional Community \$9,750

- Regional conference
- Local network of higher education peers
- Regional dual career network
- Regional job seeker outreach

Tools & Network \$75,000

- Toolkits to advance inclusive recruitment and equitable retention
- HERConnect, a national community of practice
- Leading-edge webinars and blog posts
- Discounts on inclusive workforce tools

Job Board \$20,500

- Unlimited job postings
- CV/resume database
- Enhanced member profiles
- Cross-posting to leading job boards

Inclusive Outreach \$127,805

- Direct job seeker outreach at career fairs and disciplinary conferences
- Advertising to highly-educated, diverse job seekers via targeted ads and partnerships

Total Value

\$233,055



GREATER CHICAGO MIDWEST

HERC

Higher Education
Recruitment Consortium



2020 RENEWAL PACKET



THE YEAR IN HERC

As a member institution of the Greater Chicago Midwest region, we thank you for your participation in a year that saw abundant growth and development in our region. While we strive to find a new routine in a challenging year worldwide, your organization can take comfort in knowing that it is going beyond what is expected in diversity recruitment and retention by being a member of HERC.

This year, we grew our national and regional job seeker board by attending career fairs. We welcomed a new member, Illinois Mathematics and Science Academy, into our region. And we will finish strong with our annual conference that will allow for a strong discussion and knowledge sharing from a varied group of our members.

We look forward to starting a strong year ahead with the goals of growing our region, sharing insights with each other on our community board, and continuing to strengthen your presence through career fairs in the Greater Chicago Midwest region.

Thank you for your participation, we look forward to reaching our goals together.



REGIONAL HIGHLIGHTS



21 member institutions strong



414 individuals in our regional HERConnect community



3,022,933

clicks on our region's jobs



OUR MEMBER INSTITUTIONS

Argonne National Laboratory
Aurora University
Ball State University
Center for Research Libraries Global Research Network
DePaul University
Harper College
Illinois Institute of Technology
Illinois Mathematics and Science Academy
Illinois Wesleyan University
Indiana University
Knox College
Loyola University Chicago
Midwestern University
Morton College
North Central College
Northwestern University
Saint Mary's College
The School of the Art Institute of Chicago
Trinity Christian College
University of Chicago
University of Notre Dame

OUR COMMUNITY

We are a dynamic community of human resources, faculty affairs, and diversity and inclusion leaders—united by a shared commitment to inclusive recruitment and retention.

Professional Development Webinars

- Doubling Down: Commuter Dual Career Couples
- Academic Couples and the Job Search: Hiring Advice for Administrators
- Getting Comfortable with Disability
- Supporting Our Transgender and Gender-Diverse Colleagues
- Understanding the LGBTQ+ Talent Pool in Rural America
- Building a Veteran Pipeline: From Strategic Planning to Retention
- Return to Work/Stay at Work Strategies: Retaining in Lieu of Retraining
- Remote Teams: Top 5 Challenges and Solutions
- Tapping into the Military Spouse Candidate Pool
- Diversifying Staff and Administrator Leadership Positions: Beyond Targets to Action



2019-2020 webinar presenters



New member-inspired communities: Dual Career and Collaborative Recruitment



110 on-demand webinars

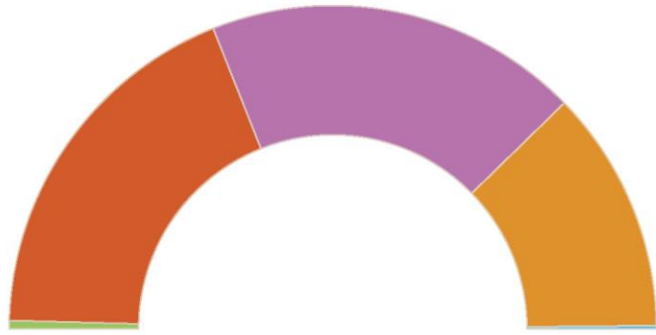


2,789 HERConnect networking requests

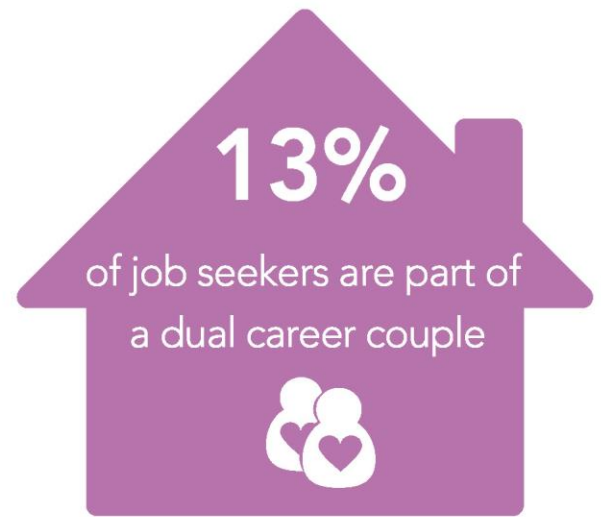


460 HERConnect global discussion posts

HERC'S JOB SEEKERS



- Generation Z
- Millennials
- Generation X
- Baby Boomers
- Silent Generation



- Women, non-binary and gender-diverse people (69%)
- People of color and multiracial people (35%)
- People with disabilities (9%)
- Veterans (6%)

48% of HERC's job seekers working in higher ed are faculty

78% of HERC's job seekers have a master's degree or higher

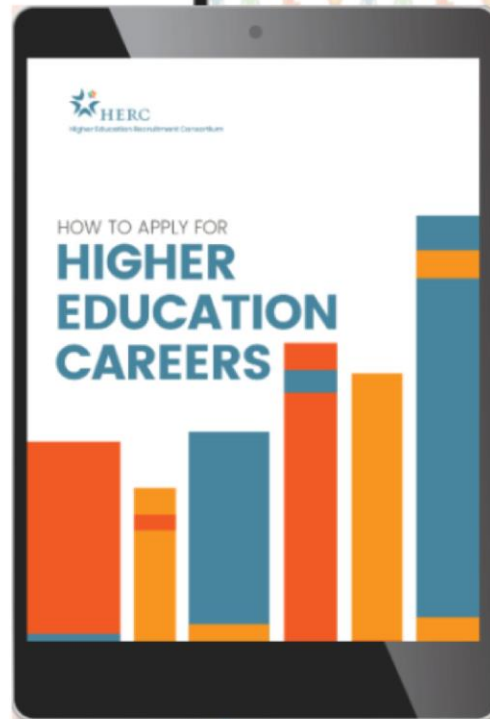
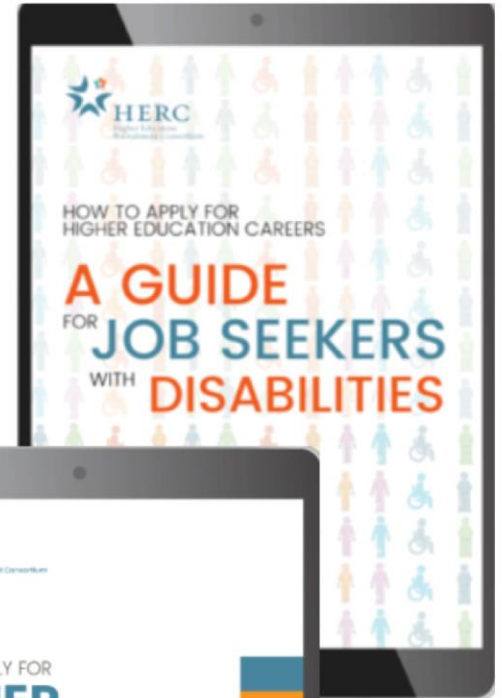
Sources: 2020 Job Seeker Survey; HERCJobs registered job seekers who identify as veterans

JOB SEEKER OUTREACH

HERC promotes your jobs and advances your OFCCP compliance through robust advertising campaigns and nationwide conference outreach.

HERC advertises to job seekers historically underrepresented in the higher education workforce. In publications and online, we promote higher education careers to veterans, women, professionals of color, members of the LGBTQ+ community, and professionals with disabilities.

Through our partnership program, we negotiate discounted or in-kind advertising rates—stretching your membership investment.



Right: Our new series of eBooks aim to diversify the higher education employment pipeline, underscore HERC's thought leadership, and drive traffic to our job board.



JOB SEEKER OUTREACH



Ready for your next career move?

The Higher Education Recruitment Consortium is a national, nonprofit organization committed to inclusive excellence. At www.hercjobs.org, you can:

- ★ Search 40,000+ higher education positions
- ★ Set up custom job alerts
- ★ Access free career advancement resources



www.hercjobs.org



The versatility of the MBA provides opportunities for students to excel in many areas of business. This allows veterans to develop professional skills and learn the language of business to an extent they may not have in the military.

"I didn't have the financial acumen I needed. I had an understanding of things like marketing and advertising."

said Scott Apple, a Navy veteran and Professional MBA (PMBA) alumnus. "I knew I was pretty weak to jump into the private sector, especially in accounting. Even in my business now, I am happy I took the accounting class. I felt like I came out of that program more prepared than the average student."

The professional skills developed in an MBA program

those dangerous places. That's why I scouted the PMBA program, because I have to be responsible to them. And I can't tell them, "Well, it's 8 to 5 Mountain Time, so I can't help you."

Many universities also now offer hybrid, part-time MBA programs that allow students to

immerse in on-campus learning or needs a distance-learning platform, there are ways for them to remain engaged in their program in-state and abroad.

3 Develop the skills needed to excel in the business world.



Advertising

Click here for a full list of ads




Continue making a difference. Launch your career in higher ed.

Colleges and universities are great places for veterans, military personnel, and military spouses/partners to work or embark on a second career.

As a staff member or administrator in higher ed, you can share your skills and knowledge with the next generation of leaders.

At www.hercjobs.org, you can:

- ★ Search 40,000+ faculty, staff, and executive positions, including IT, engineering, logistics, mechanical, and health care jobs
- ★ Access free career advancement resources, with a special focus on veterans and dual career couples
- ★ Set up custom job alerts



www.hercjobs.org

54 U.S. VETERANS MAGAZINE | SPRING 2020 | WWW.USVETERANSMAGAZINE.COM

Above: Ad from the 2020 Faculty Women of Color in the Academy program book; below: Ad from U.S. Veterans magazine.

JOB SEEKER OUTREACH

Thanks to HERC's 19 different regions, HERC staff conducts in-person outreach at professional societies and career fairs throughout the U.S. These conferences and job fairs can count towards your OFCCP compliance.



Conferences

Click here for
a full list of
conferences



This year, HERC teamed up with RecruitMilitary to attend veteran-focused job fairs that reached thousands of service members, veterans, and military families.



14,000+

attendees at
job seeker-focused events
where HERC
represented your jobs



Above: Greater Oregon HERC Director Jenny Lee Berry represents HERC at the National Conference on Race and Ethnicity in Higher Education (NCORE)



Invoice Number: D11430
 Invoice Date: 6/26/2020
 Your Account Number: 1127
 Terms: Net 30

Bill To:

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

Quantity	Description	Price	Total
1	FY20-21 Base DUES	\$4,550.00	\$4,550.00
2,254	FY20-21 FTE DUES	\$0.60	\$1,352.40

TOTAL INVOICE: \$5,902.40

Please Remit Payments to:
 Higher Learning Commission
 230 South LaSalle Street, Suite 7-500
 Chicago IL 60604-1411

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



Invoice Number: H13288
Invoice Date: 7/9/2020
Your Account Number: 1127
Terms: Net 30

Bill To:

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

Quantity	Description	Price	Total
1	Desk Review - Certificate Approval Welding Technology/Welder	\$975.00	\$975.00

TOTAL INVOICE: \$975.00

Please Remit Payments to:
Higher Learning Commission
230 South LaSalle Street, Suite 7-500
Chicago IL 60604-1411

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

ACTIVE Membership Re-Enrollment Form/Invoice



Illinois Association of School Administrators

2648 Beechler Court • Springfield, IL 62703-7305
217-753-2213 • Fax 217-753-2240

BRAND NEW FORM!

Please read all instructions very carefully, as we have restructured our membership enrollment / invoice forms.

About IASA Active Membership

IASA Active Membership is available to individuals contributing to the Teachers' Retirement System who are employed in Illinois as a school administrator, an administrative staff member of the Illinois State Board of Education, an administrative staff member of the Illinois Association of School Boards (provided such person has previously worked as a school administrator), a superintendent/assistant superintendent of a regional office of education or an educational cooperative of school systems.

- IASA Membership Year—July 1, 2020 to June 30, 2021.
- For federal income tax purposes, membership dues paid by individuals to

the IASA are not deductible as charitable contributions. However, they may be deductible as ordinary and necessary business expenses subject to restrictions imposed as a result of the Association's lobbying activities. IASA estimates the non-deductible portion of your dues allocable to lobbying is 15%. IASA is exempt from federal income tax under the provisions of Section 501(c)(6) of the Internal Revenue Code.

- Please retain a copy of this invoice for your records.
- By returning this invoice I agree to receive faxes, emails and other communications from IASA.

Questions: Contact Misti Murphy at 217-753-2213 or mmurphy@iasaedu.org.

Enroll With Your Most Current Contact Information

Is all your information on the reverse side still correct? YES NO

If NO, then you must fill out the information in this section:

IASA Member Number: _____

Salutation: Dr. Mr. Ms.

Full Name: _____

Title: _____

District Name & No.: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

IASA Region: _____ County: _____

DIRECTORY DEADLINE: AUGUST 1, 2020

The above information will be used for the IASA Membership Directory and IASA record for the July 1, 2020–June 30, 2021 membership year.

If we do not receive this information by August 1, 2020, we will not be able to include your listing in the Membership Directory.

Additional Information (optional)*

DISTRICT INFORMATION*

District Type: Elementary High School Unit
 Other (please specify) _____ Student Enrollment: _____

HOME ADDRESS AND PERSONAL INFORMATION

Home Address: _____

City/State/Zip: _____

Home Phone: _____ Cell Phone: _____

Home E-mail: _____

DEMOGRAPHIC INFORMATION*

*Demographic and district information is used for the At-Large Election on the IASA Board of Directors.

Gender: Male Female

Ethnicity: White Black Hispanic Asian/Pacific Islander

Native American Multi-racial Other (please specify) _____

Invoice

IASA Membership Dues must be paid by November 9, 2020 in order to maintain continuous benefits.

IASA Membership Dues can also be paid online at www.iasaedu.org.

IASA Active Membership Dues for 2020–2021

TRS Creditable Salary x 0.7% (0.007)
TRS Creditable Salary is Base Salary x 1.098901 (TRS factor)
(i.e. Base Salary of \$90,000 x 1.098901 x 0.007 = \$692.31 for 2020–2021 IASA Active Dues)

\$1856.40

IASA Interim Superintendent Service Corps

If serving as an Interim Superintendent, the cost is \$300.
Should you wish to join IASA as a Retired Member, there is an additional fee of \$50 for IASA Retired Membership Dues.

\$

AASA Active Membership Dues for 2020–2021

(\$470, optional)

\$470.00

Credit card transaction fee

If paying via credit card, please add a non-refundable 3% transaction fee here:

\$

(Voluntary contribution)

School Administrators Foundation for Education (SAFE)

—\$25 or more
The SAFE Board of Trustees has recommended a \$25 contribution per IASA member (deductible as a charitable contribution).

(please include a separate personal check)

Total Amount Due \$2326.40

Payment Method

_____ Check/purchase order enclosed, payable to IASA

Please charge my Visa MasterCard (include a non-refundable 3% transaction fee)

Card# _____

Expires _____ 3-digit Security Code _____

Print Cardholder Name _____

Cardholder Signature _____

Billing Address of Cardholder, if different from above (no PO Box numbers please):

Street _____

City _____ Zip Code _____

**Return this original enrollment form/invoice along with your payment to:
IASA, 2648 Beechler Court, Springfield, IL 62703-7305**

From: [Frank E Marzullo](#)
To: [Board Materials](#)
Subject: Fw: FOR BOARD APPROVAL - Board Policy 4.1 for Aug 25, 2020 and Sept 23, 2020 BOT Meeting
Date: Wednesday, July 15, 2020 11:00:24 AM
Attachments: [image002.png](#)
[ATT00001.htm](#)
[image001.png](#)
[ATT00002.htm](#)
[Revisions to 4.1_policy v2.docx](#)
[ATT00003.htm](#)

From: Melissa Ridyard
Sent: Thursday, July 2, 2020 8:16 AM
To: Frank E Marzullo
Subject: FOR BOARD APPROVAL - Board Policy 4.1 for Aug 25, 2020 and Sept 23, 2020 BOT Meeting

From: Ronald A Lullo <ronald.lullo@morton.edu>

Date: July 1, 2020 at 7:35:53 AM CDT
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: Re: Board Policy 4.1 for Aug 25, 2020 and Sept 23, 2020 BOT Meeting

PROPOSED ACTION: To update Board Policy 4.1

RATIONALE: Making policy clear and concise.

COST ANALYSIS: N/A

ATTACHMENTS: Current & Revised (Proposed for First Reading in Aug Board meeting and Approval set for Sept BOT Meeting)

Current policy:

TITLE:	Employment	NO.:	4.1
SECTION:	Classified Personnel	PAGE:	1 of 1

The information contained in this e-mail and any accompanying documents is intended for the



DEL GALDO LAW GROUP, LLC
Attorneys & Counselors

1441 S. Harlem Avenue
Berwyn, Illinois 60402
Telephone (708) 222-7000 – Facsimile (708) 222-7001
www.dglawgroup.com

• MEMORANDUM •

TO: PRESIDENT STAN FIELDS
CC: MICHAEL T. DEL GALDO
FROM: COURTNEY P. WILLITS
DATE: JUNE 29, 2020
RE: BOARD POLICY 4.1

Pursuant to Section 3-42 of the Public Community College Act the board shall have the authority to, “employ such personnel as may be needed, to establish policies governing their employment and dismissal, and to fix the amount of their compensation.” 110 ILCS 805/3-42. Therefore, the Board of Trustees (the “Board”) for Morton Community College No. 527 (the “College”) has the authority to adopt board policies regarding employment and dismissal regarding personnel for the College.

The Board requested an update and revisions to Board policy 4.1, which establishes policies for hiring and firing of College personnel. The following revisions are shown in a redline format.

TITLE: Employment **NO.:** 4.1
SECTION: Classified Personnel **PAGE:** 1 of 1

The President shall recommend to the Board all full-time employments and terminations which shall require Board action and approval.

Deleted: The President shall recommend to the Board for approval all full-time employments and terminations.

All full-time resignations and all part-time employments, resignations and terminations will be reported to the Board by the President for informational purposes only and shall not require Board action or approval.

The Board will review and approve all requests for new classified personnel positions, with the exception of tutor positions, as tutors do not exceed nineteen (19) hours of work per week. The Board will review and approve a certain number of total hours that tutors may work during a designated period of time. The Board gives the President or his/her designee the authority to hire tutors to provide tutoring services up to the total number of approved hours for the designated period of time.

Deleted: which are of excluded status because the total number of hours worked per tutor shall not exceed nineteen (19) hours per week.

Deleted: any number of

Terms and conditions of employment shall be in writing.

This document and the information in it is private and confidential and is only for the use and review of the designated recipient(s) named above. If you are not the designated recipient, do not read, review, disseminate, copy, or distribute this document, as it is strictly prohibited. The sender of this document hereby claims all privileges at law or in equity regarding this document, and specifically does not waive any privilege related to the secrecy of this document.

From: [Ronald A Lullo](#)
To: [Maria Sanchez Anderson](#); [Ana L Valdez](#); [Board Materials](#)
Cc: [Melissa Ridyard](#)
Subject: FW: Board Resolution and new Title IX Language BOT Policy " 8.2.1" for July 22, 2020 BOT Meeting Attorney just sent Updated FINAL 8.2.1
Date: Sunday, July 19, 2020 11:14:03 AM
Attachments: [Resolution Adopt Non-Discrimination Policy.7.22.2020.docx](#)
[Board Policy Template.docx](#)
[Morton College Non-Discrimination.Sexual Harassment.Misconduct Policy \(7.16.2020 Final II\).docx](#)

[See below](#)

From: Ronald A Lullo
Sent: Thursday, July 16, 2020 4:23 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: FW: Board Resolution and new Title IX Language BOT Policy " 8.2.1" for July 22, 2020 BOT Meeting Attorney just sent Updated FINAL 8.2.1

[Attorney just sent updated policy](#)

From: Ronald A Lullo
Sent: Thursday, July 16, 2020 9:33 AM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: Re: Board Resolution and new Title IX Language BOT Policy " 8.2.1" for July 22, 2020 BOT Meeting

Proposed Board Policy 8.2.1 Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy (First Reading)
Rescinds: Old 8.2.1 and 6.5

Place holder sent July 13, 2020 for New Title IX Policy

New Board Policies, first reading

PROPOSED ACTION: To add new Board Policies for clearer understanding and adhere to new law

RATIONALE: To be comply with new laws

COST ANALYSIS: N/A

ATTACHMENTS: Proposed new Board policies and Board Resolution

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

MORTON COLLEGE BOARD POLICY

TITLE: Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy

SECTION:

I. PURPOSE

Morton College is committed to providing a safe and secure working and learning environment free from Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation for all college community members, employees and others in all educational programs and activities as those terms are defined below. This Policy authorizes the President or his designee to take all necessary actions to properly implement, administer and publish this Policy to all staff, students and others covered by its provisions.

II. GENERAL PROVISIONS

- A. Working and Learning Environment:** It is the policy of Morton College to maintain a safe and secure working and learning environment in which all individuals are treated with dignity and respect. Each employee, student, and all other Covered Individuals shall enjoy the right to work and learn in an environment that is free of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation. No person shall be required to endure Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation as a condition of employment or while engaged in an educational program or activity.
- B. Conduct Prohibited:** The Board prohibits Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation based on any Protected Categories, as defined below, in any aspect of employment or educational programs or activities.
- C. Covered Individuals:** No employee, student, contractor, consultant, vendor, volunteer, or member of the Board (collectively referred to as "Covered Individuals") shall be subjected to or engage in any form of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, as these terms are defined below, against another while employed, working for, attending school or participating in educational programs or activities.
- D. Scope:** This Policy covers all phases of employment and academic status, including, but not limited to, recruitment, hiring, evaluations, upgrading, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non-renewals, termination, benefits, discipline, expulsions, admissions, educational testing, extracurricular programs, and athletics.

EXHIBIT A

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

- E. Limitations:** Nothing in this Policy is intended nor shall be construed to create a private right of action against Morton College or the Board or any of its employees or agents. Furthermore, no part of this Policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to file a charge or complaint of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation with any agency with jurisdiction over such charge or complaint.

III. DEFINITIONS

- A. Discrimination:** Unjust or prejudicial treatment, including harassment and sexual misconduct, towards an individual due to that person's real or implied membership in one or more of the Protected Categories as defined below.
- B. Educational Program or Activity:** Locations, events or circumstances over which Morton College exercises substantial control. Morton College exercises substantial control over: (1) premises that it owns or officially recognized student organizations that own or control the premises; (2) where it exercises oversight, supervision or discipline (e.g., a student's status in a Morton College course or program); or (3) where it has funded, sponsored, promoted or endorsed a certain event. Morton College specifically does not exercise substantial control over any event occurring outside the United States of America.
- C. Harassment:** Unwelcome verbal, nonverbal, visual, and/or physical conduct that is the person's real or implied membership in one or more of the Protected Categories as defined below. Unwelcome conduct may include, but is not limited to, bullying, intimidation, offensive jokes, slurs, epithets or name calling, assaults or threats, touching, ridicule or mockery, insults or put-downs, offensive objects or pictures, messages sent via email, text or social media, or any other persistent, pervasive or severe conduct that interferes with work performance or a student's access to or participation in any educational program or activity.
- D. Protected Category:** Actual or perceived sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

- E. Retaliation:** Adverse employment action or adverse change in academic status, such as discipline or denial of or access to a service or benefit, against any person for having made a complaint or report of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, whether made internally, or externally with a federal, state, or local agency; or participating or aiding in an investigation of Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, whether internal, or external with a federal, state, or local agency, is strictly prohibited.
- F. Sexual Assault:** A forcible sex offense in which any sexual act is directed against another person without the consent of the victim including instances where the victim is incapable of giving consent.
- G. Sexual Harassment Under Title IX Regulations:** Conduct on the basis of sex that satisfies one or more of the following:
1. An employee conditioning the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct (i.e. *quid pro quo*);
 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to an education program or activity, or aspect of employment (i.e., hostile environment); or
 3. Sexual assault (as defined above), dating violence, domestic violence or stalking (as defined below).
- H. Sexual Misconduct:** Any conduct of a sexual nature that is unwelcome or inappropriate, including but not limited to, sexual harassment, sexual assault, grooming, dating or domestic violence, sexual violence, inappropriate touching, or any misuse of a sexual nature of any Morton College information technology, as described in Board Policy 8.20.
- I. Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (a) fear for his or her safety or the safety of others, or (b) suffer substantial emotional distress.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

IV. PROCEDURES

- A. For inquiries or complaints related to **student-on-student** Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation based upon a Protected Category, please refer to the Guidelines instituted by the Board President or designee that shall be posted on the Morton College Student Portal. All such inquiries or complaints shall be filed with the Morton College Title IX Coordinator or any Morton College official who has authority to institute corrective measures on behalf of the institution such as the Board President, Provost, Dean of Student Services, Counselors or their designees.

- B. For inquiries or complaints related to **employee and other covered adults** Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation based upon a Protected Category, please refer to the Guidelines instituted by the Board President or designee that shall be posted on <https://www.morton.edu/about/employment/title-ix-sexual-misconduct/>. All such inquiries or complaints shall be filed with the Morton College Title IX Coordinator or any Morton College official who has authority to institute corrective measures on behalf of the institution such as the Board President, Provost, Dean of Student Services, Counselors or their designees.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

V. VIOLATIONS AND DISCIPLINE

A. Violations: It is a violation of this Policy for:

1. Any Covered Individual to engage in Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, as defined above;
2. Any non-student Covered Individual to intentionally ignore Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation, as defined above, by a Covered Individual that occurs in their presence, by failing to properly report that conduct, regardless of whether or not the Covered Individual complains about the conduct;
3. Any non-student Covered Individual to fail to fulfill his or her duties and responsibilities as set forth with this Policy or any connected policies or guidelines;
4. Any non-student Covered Individual to refuse to participate, fully cooperate or provide truthful information in any investigation or hearing conducted in connection to this Policy; and
5. Any Covered Individual to intentionally bring allegations in bad faith, and which an investigation or hearing determines to be false, or knowingly making a false statement or knowingly submitting false information during any type of investigation or hearing pursuant to this Policy.

B. Discipline:

1. Employees who violate this Policy are subject to disciplinary action up to and including termination of employment.
2. Students who violate this Policy are subject to disciplinary action pursuant to the Morton College Student Handbook.
3. Contractors, consultants or vendors who violate this Policy are subject to remedies pursuant to their contract.
4. Volunteers who violate this Policy are subject to their authorization to serve as a volunteer being rescinded.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

VI. NOTICE AND TRAINING

All new employees shall receive information and training on this Policy. Additionally, this Policy will be prominently posted on the Morton College website and distributed regularly to all Covered Individuals. Moreover, Notice to Covered Individuals regarding prohibited Discrimination, Sexual Harassment or Misconduct, Harassment or Retaliation will be posted in prominent locations throughout Morton College

The Title IX Coordinator or his or her designee shall conduct annual training on this Policy to all employees and students. The training given to all employees and students shall be prominently posted on the Morton College website as well.

FINAL POLICY (7/16/2020)

Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation

VII. PUBLICATIONS

Beginning with the 2020-2021 school year, the following statement will be used in any new publication of the Morton College Student Handbook, Morton College Employee publication, on the Morton College website and any other prominent publication:

“It is the policy of Morton College to prohibit discrimination, sexual harassment or misconduct, harassment, or retaliation on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics.”

The Title IX Coordinator's office address, phone number and email address shall be prominently displayed on Morton College's website and relevant publications.

**A RESOLUTION TO ADOPT A NEW
COMPREHENSIVE NON-DISCRIMINATION, SEXUAL HARASSMENT
OR MISCONDUCT, HARASSMENT AND RETALIATION POLICY,
ALLOW THE PRESIDENT TO FULLY IMPLEMENT AND
ADMINISTRATOR THE NEW POLICY, AND
RESCIND REDUNDANT POLICIES**

WHEREAS, Morton College, Community College District No. 527 (“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, the United States Department of Education has issued new Title IX rules and regulations that will become effective on August 14, 2020 (“the Regulations”);

WHEREAS, these new Regulations substantially change how post-secondary institutions must address sexual harassment allegations in educational programs or activities;

WHEREAS, Morton is committed to ensuring that it complies with these new Regulations and ensures that all of its educational programs or activities are free from sexual harassment;

WHEREAS, beyond prohibiting sexual harassment in educational programs and activities, Morton is also committed to ensuring that all forms of discrimination, sexual harassment or misconduct, harassment and retaliation are prohibited in all phases of employment or academic life regarding any Morton employee, student, contractor, consultant, vendor, volunteer or member of the Board;

NOW, THEREFORE, BE IT RESOLVED by the Board 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 adopt a new Comprehensive Non-Discrimination, Sexual Harassment or Misconduct, Harassment and Retaliation Policy (“Policy”). The new Policy is attached hereto and marked as Exhibit A. This new Policy shall be placed in the Institutional Section of Morton’s policies and numbered 8.2.1.

Section 3. Authorization.

The Board authorizes the President or his designee to take all necessary actions reasonably required or necessary to ensure that the Policy is properly implemented, administered, published and staff and others trained on its provisions. The President or his designee are specifically authorized to implement guidelines, which may be amended or altered from time to time, to ensure the Policy is fully implemented and complies with state and federal laws and applicable rules and regulations.

Section 4. Rescind Redundant Policies.

With the adoption of the new Policy, two Board policies are redundant and shall be rescinded to avoid confusion. The two Board policies that shall be rescinded are: (a) in the Student Personnel Section, Hostile Environment and/or Sexual Harassment Policy (6.5); and (b) in the Institutional Section, Hostile Environment and/or Sexual Harassment Policy (8.2.1).

Section 5. Headings.

The headings for 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 provisions 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, 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.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this ___ day of _____, 2020.

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

Attest:

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

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Frank E. Marzullo](#); [Ronald A Lullo](#); [Wendy Vega-Huezo](#)
Subject: FOR BOARD APPROVAL - New Board Policy for Aug 26th BOT Meeting 8.29
Date: Wednesday, August 12, 2020 2:54:56 PM
Attachments: [Board Policy COVID-19 Board Policy 8.29.docx](#)
Importance: High

New Board Policies, first reading

PROPOSED ACTION: Address COVID-19

RATIONALE: Make all complaint with Local, State and federal Laws and Guidelines

COST ANALYSIS: N/A

ATTACHMENTS: Proposed new Board policy 8.29

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Ronald A Lullo <ronald.lullo@morton.edu>
Sent: Wednesday, August 12, 2020 2:26 PM
To: Frank E Marzullo <frank.marzullo@morton.edu>
Cc: Melissa Ridyard <melissa.ridyard@morton.edu>; Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>
Subject: Re: New Board Policy for Aug 26th BOT Meeting 8.29

New Board Policies, first reading

PROPOSED ACTION: Address COVID-19

RATIONALE: Make all complaint with Local, State and federal Laws and Guidelines

COST ANALYSIS: N/A

ATTACHMENTS: Proposed new Board policy 8.29



MORTON COLLEGE BOARD POLICY

Illinois Community College District No. 527

TITLE: Coronavirus Pandemic Policy

NO.: 8.29

SECTION: Institutional

PAGE: 1 of 4

Morton College is committed to providing a safe and healthy environment for our students and employees as they begin to return to work and campus and other activities by conducting its operations in compliance with state and federal laws, rules and regulations and recommendations provided by the Centers for Disease Control (the "CDC") regarding the Coronavirus 2019 Pandemic ("COVID-19"). Morton College has developed policies and procedures for enforcing standards of conduct and behavior of students and employees.

The College reserves the right to revise and implement any additional guidelines it deems necessary in order to protect the health, safety and well-being of College employees and students. While these guidelines may exceed the requirements of local, state and federal laws; Morton College will always meet what is minimally required by law of local, state and the federal government.

According to the Restore Illinois Plan, K-12 and higher education institutions can begin on-site instruction when the quadrant reaches Phase 4 – Revitalization. As of July 2020, the State has entered into Phase 4 and so the following rules are to be followed at all times until the Board deems necessary.

INCORPORATION

Morton College hereby adopts and incorporates the State's Restore Illinois Plan and the Town of Cicero's Executive Order 2020-02.

TEMPERATURE CHECKS UPON ENTERING CAMPUS

All persons who enter must submit and successfully pass a screening in order to enter Morton College which shall include: (1) A questionnaire asked of each person if they are exhibiting any COVID-19 symptoms as outlined by the CDC (including, but not limited to: all employees, students, contractors, visitors) and; (2) a temperate check.

Any person whose temperature exceeds 100.4 degrees Fahrenheit will be denied access to Morton College and will be encouraged to seek medical care.

DATE APPROVED BY BOARD OF TRUSTEES:

DATES REVISED:

DATE LAST REVIEWED:



MORTON COLLEGE BOARD POLICY

Illinois Community College District No. 527

TITLE: Coronavirus Pandemic Policy

NO.: 8.29

SECTION: Institutional

PAGE: 2 of 4

PERSONAL PROTECTIVE EQUIPMENT

Face masks or cloth face coverings, as recommended by the CDC, shall be worn at all times by employees, non-employees and students in all public places on campus. They are to cover both the nose and mouth when worn.

Persons are not required to wear a face mask or a cloth face covering if they are in an office alone.

Face masks or cloth face coverings are not required to be worn while a person is outside and able to maintain a social distance of at least six (6) feet from others.

If a person cannot wear a face mask, an Americans with Disabilities Act (ADA) accommodations form must be completed by a licensed doctor, returned to the College, and approved by Human Resources or the Health Nurse.

SOCIAL DISTANCING

In accordance with the CDC recommendations and federal and state guidelines, persons may gather in groups up to fifty (50). No more than fifty (50) people shall be allowed in a classroom and face masks or cloth face coverings must be worn at all times if persons are less than six (6) feet apart.

The College has installed social distancing markers and directional arrows by placing markers on the floor, so persons know where to go across its campuses, spaced six (6) feet apart. All persons are required to abide by these social distance markers which shall be placed at the areas Morton College deems necessary.

In places where social distancing is difficult, such as student services, the library, the advisors' offices, reception desks, and front desk areas including Financial Aid and the IT Help Desk, clear plexiglass panels have been installed.

Social distancing shall be practiced while in the elevator when practical. Overcrowding of the elevator shall be prohibited and persons in the elevator shall wear a mask at all times as it is considered a common area.

DATE APPROVED BY BOARD OF TRUSTEES:

DATES REVISED:

DATE LAST REVIEWED:



MORTON COLLEGE BOARD POLICY

Illinois Community College District No. 527

TITLE: Coronavirus Pandemic Policy

NO.: 8.29

SECTION: Institutional

PAGE: 3 of 4

Persons are required to abide by these social distancing safety measures.

RETURN TO WORK

Employees who have been asked to return to work and do not feel comfortable doing so may use personal time, sick time, vacation time or FFCCA FMLA if applicable. Once all time has been exhausted, the employee must decide to return to work or seek other employment.

CAFETERIA

The Morton College cafeteria will be open with limited hours beginning July 7, 2020. Several tables will be open that will be spaced more than six (6) feet apart. No more than fifty (50) seats will be available and only a certain number of chairs will be allowed per table. Persons are not allowed to move the chairs from their designated tables as only a certain number of chairs will be allowed per table. Morton College will be monitoring the cafeteria to ensure chairs are not moved. Signage will be posted on the tables indicating how many chairs are allowed per table.

FITNESS ROOM

As of July 2020, the Morton College fitness room shall only be open to the College's athletes and staff. Beginning August 2020, the fitness room will be open to the general community once construction is completed. A Google document will be made available for persons desiring to use the fitness room who must schedule an appointment to use the facility. No walk-ins to the fitness room will be allowed. Additionally, there will be a limited number of time slots per hour, to be determined by Morton College.

ISOLATION OF COVID 19 POSITIVE/HEALTH MONITORING

Morton College incorporates and adheres to the following IDPH and CDC guidelines for requiring all faculty, employees and students who test positive to self-isolate away from campus. Anyone who tests positive should not return to

DATE APPROVED BY BOARD OF TRUSTEES:

DATES REVISED:

DATE LAST REVIEWED:



MORTON COLLEGE BOARD POLICY

Illinois Community College District No. 527

TITLE: Coronavirus Pandemic Policy

NO.: 8.29

SECTION: Institutional

PAGE: 4 of 4

campus until they have recovered as defined by IDPH and CDC guidelines. If a person tests positive, they are required to wait fourteen (14) days or show negative test results before returning to the physical campus. Persons who test positive shall be placed on a “Do Not Admit” list for campus screeners at the front door entrance to ensure the individual is not able to enter the building during their isolation period.

Morton College will continue to abide by the obligation as it relates to compliance with the federal Health Insurance Portability and Accountability Act (HIPPA).

DATE APPROVED BY BOARD OF TRUSTEES:

DATES REVISED:

DATE LAST REVIEWED:

From: [Keith McLaughlin](#)
To: [Marisol Velazquez](#); [Maria Sanchez Anderson](#); [Board Materials](#); [Ana L Valdez](#)
Cc: [Mireya Perez](#)
Subject: RE: Alumni Waiver
Date: Thursday, August 13, 2020 9:19:11 AM

I approve this for action at the August BOT Meeting.

Keith D. McLaughlin, Ph.D.
Provost
Morton College
3801 South Central Avenue
Cicero, Illinois 60804-4398
708-656-8000, ext. 2277
keith.mclaughlin@morton.edu

From: Marisol Velazquez <marisol.velazquez@morton.edu>
Sent: Wednesday, August 12, 2020 9:16 PM
To: Maria Sanchez Anderson <maria.anderson@morton.edu>; Board Materials <board.materials@morton.edu>; Ana L Valdez <ana.valdez@morton.edu>
Cc: Keith McLaughlin <Keith.McLaughlin@morton.edu>; Mireya Perez <mireya.perez@morton.edu>
Subject: Alumni Waiver

Hello,

Please see attached board action sheet. If you have any questions, please don't hesitate to contact me.

Sincerely,

Marisol Velazquez
Dean of Student Services

Morton College
3801 S. Central Avenue, Cicero IL
Room 212, Building B
Office # 708-656-8000 x.2439
www.morton.edu
#WeareMC #SomosMC

Please note: The Morton College campus remains physically closed due to COVID-19 but we are working remotely. Visit Morton.edu to learn more about our Fall 2020 class delivery and up to date COVID-19 information.

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

PROPOSED ACTION: To modify the **Alumni Tuition Waiver** policy.

RATIONALE:

[Required by Board Policy 5.2]

The current Alumni Tuition Waiver policy requires modification to set specific criterion and guidelines of use. The policy as stated in the Morton College catalog currently reads as follows:

A Morton College graduate with an associate's degree may register for a single course per semester at no tuition charge but must pay fees. Graduates cannot qualify for a tuition waiver for a course in which they are currently registered. This waiver applies to the fall and spring semesters only. It may not be used to audit a course.

Applications for Alumni Tuition Waivers and further information may be obtained from the Office of Admissions and Records located on the first floor of Building B. Laboratory and other fees will be assessed where applicable. Under the provisions of this waiver, graduates cannot register for the course until 1 week prior to the start of the course. Short term courses may have separate deadlines based on start dates. In order to receive the waiver, registration must be done in the Office of Admission and Records.

The modified policy will read as follows:

A Morton College graduate with an associate's degree may register for a one-time single course, not to exceed five (5) credit hours, at no tuition charge within three (3) years following graduation, at no tuition charge but must pay fees. Graduates cannot qualify for a tuition waiver for a course in which they are currently registered. This waiver applies to the fall and spring semesters only. It may not be used to audit a course.

Applications for Alumni Tuition Waivers and further information may be obtained from the Office of Admissions and Records located on the first floor of Building B. Laboratory and other fees will be assessed where applicable. Under the provisions of this waiver,

graduates cannot register for the course until 1 week prior to the start of the course. Short-term courses may have separate deadlines based on start dates. In order to receive the waiver, registration must be done in the Office of Admission and Records.

COST ANALYSIS: Not applicable.

ATTACHMENTS: None.

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Frank E. Marzullo](#); [Lydia Falbo](#); [Debra S. Kupec](#); [Nancy Jeffries](#)
Subject: FOR BOARD APPROVAL - UNIVERSITY OF PHOENIX - ARTICULATION AGREEMENT
Date: Wednesday, August 5, 2020 12:00:10 PM
Attachments: [Morton College Articulation and RT 23563 - UOPX Signed 7-31-20.pdf](#)
[RESOLUTION - ARTICULATION AGREEMENT - UNIV. OF PHOENIX.pdf](#)
[BOARD ACTION SHEET - Phoenix Articulation Agreement.pdf](#)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

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PROPOSED ACTION:

THAT THE BOARD APPROVE THE ARTICULATION AGREEMENT WITH THE UNIVERSITY OF PHOENIX AND MORTON COLLEGE

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:

\$ 0.00

ATTACHMENT:

**PHOENIX ARTICULATION AGREEMENT
RESOLUTION**

ARTICULATION AGREEMENT

This Articulation Agreement ("Agreement") by and between the University of Phoenix, Inc. (hereinafter referred to as "UNIVERSITY"), located at: 4025 S. Riverpoint Parkway, Phoenix, Arizona 85040 and Morton College and affiliates (hereinafter referred to as "INSTITUTION") having a business at: 3801 S Central Avenue, Cicero, Illinois 60804 is entered into as of the date of execution by both parties as set forth below ("Effective Date").

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

WHEREAS, this Agreement is intended to assist associate degree students in completing their associate degree from INSTITUTION and to continue their education in a bachelor degree program at the UNIVERSITY; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

NOW, THEREFORE, the parties agree as follows:

1. Articulation Process, Features and Benefits

- 1.1 The UNIVERSITY will articulate college-level, degree applicable associate degree courses from INSTITUTION. For the purposes of this agreement college-level, degree applicable associate degree courses are indicative of transferrable, freshman level and above courses, and not indicative of remedial, developmental, professional or other non-transferrable course types.
- 1.2 Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and at least a grade of C or higher to transfer towards Required Course of Study requirements at the UNIVERSITY. Some specialized programs leading to licensure or certification may require a grade greater than a C to transfer towards Required Course of Study requirements at the UNIVERSITY.
- 1.3 Students transferring college-level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Students transferring from INSTITUTION that meet all program-specific UNIVERSITY admissions requirements and conditions will be accepted into their program of choice.
- 1.4 Students admitted to the UNIVERSITY transferring from the INSTITUTION will have all college-level, degree applicable associate degree courses from the INSTITUTION accepted in transfer. Application of credits towards degree requirements will be subject to the degree program of choice by the student and additional credits may be needed to fulfill the degree program requirements. The UNIVERSITY degree program requirements may be viewed at www.phoenix.edu.

2. Services Provided to INSTITUTION by the UNIVERSITY

- 2.1 The UNIVERSITY shall create a Course Transfer Guide (CTG) in PDF format which will include course by course transfer categories for courses that are designated as fulfilling a general education category. The UNIVERSITY may publish the CTG on its external facing websites, including but not limited to Phoenix.edu.
- 2.2 UNIVERSITY will create and provide a sample Program Transfer Guide (PTG) exemplifying how an associate degree may transfer to a bachelor's degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in UNIVERSITY'S sole discretion.
- 2.3 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY Student Catalog in effect at the time of the student's initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.
- 2.4 If INSTITUTION desires to engage in Reverse Transfer Services with the UNIVERSITY, subject to the Family Education Rights and Privacy Act, as amended ("FERPA") and applicable laws and regulations, the INSTITUTION will follow the UNIVERSITY'S process (as determined in its discretion) to obtain the necessary information from the UNIVERSITY or a third party service provider engaged on the UNIVERSITY'S behalf on students that may be eligible for an Associate degree award at the INSTITUTION as a result of their enrollment with the UNIVERSITY. The UNIVERSITY will only provide information on students who have opted into this process. The INSTITUTION will be solely responsible for all communications, notifications, and advisements to the students who are eligible for an Associate degree award and for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the INSTITUTION; provided,

however, that any use of the UNIVERSITY'S name, image or likeness shall require UNIVERSITY'S prior written consent. The UNIVERSITY does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving INSTITUTION. It is the student's responsibility to confirm whether or not credits earned at the UNIVERSITY will be accepted by INSTITUTION or another INSTITUTION of the student's choice.

- 2.5 Students transferring to UNIVERSITY into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from INSTITUTION will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at UNIVERSITY. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including but not limited to: BSN, LPN/BSN, LVN/BSN, P/VN/BSN, BSLS, BSED, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BS/HST, and BSIT (all concentrations). For clarification, the UNIVERSITY reserves the right to exclude any new or existing programs with specialized lower division general education builds.

3. Services Provided to the UNIVERSITY by INSTITUTION

- 3.1 Upon request by UNIVERSITY, INSTITUTION will provide the opportunity for UNIVERSITY representatives to meet with INSTITUTION'S students on an ongoing basis on dates and at times mutually agreed upon.
- 3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

4. Fees

- 4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.
- 4.2 Student's articulating into UNIVERSITY are subject to UNIVERSITY'S standard admission and tuition costs and fees.

5. Accreditation

- 5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited by an approved regional or national accrediting body recognized by the U.S. Department of Education. INSTITUTION further represents and warrants that it does not have any adverse actions pending against it that may jeopardize its current accreditation status. INSTITUTION acknowledged and agrees that INSTITUTION shall notify the UNIVERSITY immediately of any adverse changes in its accreditation status or if any adverse action has been taken that would impact INSTITUTION's ability to operate in the state/jurisdiction they are approved to operate in. UNIVERSITY may terminate this Agreement immediately if there is a change in INSTITUTION's accreditation status and/or if INSTITUTION fails to notify the UNIVERSITY of a change in accreditation status.
- 5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

6. FERPA

Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

7. Intellectual Property

Upon prior approval, either party may use the name, logo, image or likeness, tradename, service marks or domain names ("Marks") of the other in furtherance of their obligations under this Agreement. INSTITUTION expressly permits the UNIVERSITY to publish the CTG and/or the PTG on its external facing websites. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light. Any marketing or promotional materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

8. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor.

9. Terms and Termination of Agreement

- 9.1 This Agreement shall be effective as the Effective Date and shall remain in effect until terminated.
- 9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 9.3 This Agreement may be terminated as provided for in Section 5.2.
- 9.4 In the event this Agreement is terminated, INSTITUTION shall permit the UNIVERSITY to continue to allow INSTITUTION's name and the CTG and/or the PTG to be published by UNIVERSITY for as long as the CTG and/or PTG are applicable to any current or future students' transfer of credit.

10. Notice

Each party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "Addressee") at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-L401

If to INSTITUTION
Morton College
Attn: Lydia Falbo
3801 S Central Avenue
Cicero, Illinois 60804

With a copy to:

With a copy to:

University of Phoenix
Attn: University Legal Services
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-K612

Del Galdo Law Group
1440 S. Harlem Ave.
Berwyn, IL 60402

11. Miscellaneous Provisions

- 11.1 This Agreement may be executed electronically. Said electronic copy shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 11.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 11.4 This Agreement embodies the entire agreement and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.

- 11.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 11.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- 11.7 This Agreement is for the benefit of UNIVERSITY and INSTITUTION only and not for the benefit of any third party.

UNIVERSITY OF PHOENIX, INC.

John Woods, Ph.D.
John Woods, Ph.D. (Jul 31, 2020 08:52 PDT)

Signature _____

John Woods, Ph.D.

Printed Name _____

Provost/CAO

Title _____

Jul 31, 2020

Date _____

MORTON COLLEGE

Signature _____

Printed Name _____

Title _____

Date _____

**A RESOLUTION APPROVING AND ADOPTING
AN ARTICULATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
THE UNIVERSITY OF PHOENIX**

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, The University of Phoenix (“UOP”) may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Nursing offers an associate degree; and

WHEREAS, the educational program at UOP for Nursing offers a bachelor degree; and

WHEREAS, Morton desires to enter into the articulation agreement with UOP to assist associate degree students in completing their associate degree at Morton and then continue their education in a bachelor degree program at UOP (and said Agreement is attached hereto as Exhibit

A and is hereinafter referred to as the “Agreement”); and

WHEREAS, UOP desires to enter into the Agreement with Morton for that purpose; 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 advance their education in a UOP bachelor degree program after graduating with an associate degree from Morton.

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 UOP, 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 August ____, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this ____ day of August, 2020.

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

Attest:

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

EXHIBIT A

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Frank E. Marzullo](#); [Lydia Falbo](#); [Debra S. Kupec](#); [Nancy Jeffries](#)
Subject: FOR BOARD APPROVAL - UNIVERSITY OF PHOENIX - SERVICE AGREEMENT
Date: Wednesday, August 5, 2020 12:00:06 PM
Attachments: [Morton College CCESA with CEP SOW 1 23564 - UOPX Signed 7-31-20.pdf](#)
[BOARD ACTION SHEET - SERVICE AGREEMENT - University of Phoenix.pdf](#)
[RESOLUTION - SERVICE AGREEMENT - UNIV. OF PHOENIX.pdf](#)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

PROPOSED ACTION:

THAT THE BOARD APPROVE THE SERVICE AGREEMENT WITH THE UNIVERSITY OF PHOENIX AND MORTON COLLEGE

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:

\$ 0.00

ATTACHMENT:

**SERVICE AGREEMENT
RESOLUTION**

**A RESOLUTION APPROVING AND ADOPTING
AN EDUCATION SERVICE AGREEMENT
BETWEEN
MORTON COLLEGE
AND
THE UNIVERSITY OF PHOENIX**

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, The University of Phoenix (“UOP”) may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Nursing offers an associate degree; and

WHEREAS, the educational program at UOP for Nursing offers a bachelor degree; and

WHEREAS, Morton desires to enter into the education service agreement with UOP to assist associate degree students in completing their associate degree at Morton and then continue their education in a bachelor degree program at UOP (and said Agreement is attached hereto as

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

WHEREAS, UOP desires to enter into the Agreement with Morton for that purpose; 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 advance their education in a UOP bachelor degree program after graduating with an associate degree from Morton.

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 UOP, 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 August ____, 2020.

Passed by a vote of __ ayes and __ nays at a Regular Meeting of the Board of Trustees held this ____ day of August, 2020.

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

Attest:

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

EXHIBIT A

Community College Education Service Agreement #23564

This Community College Education Service Agreement (the "Agreement") is entered into as of the date both parties have signed ("Effective Date") by and between Morton College ("School") with its principal place of business located at 3801 S Central Avenue, Cicero, Illinois 60804 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University"). The parties hereto agree as follows:

1. Tuition Rate:

- 1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.
- 1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.
- 1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

2. Concurrent Enrollment Cohort:

- 2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School (referred to as a "CEP Cohort") after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Cohort shall have its own SOW issued by the University setting forth the above terms and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
 - 2.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.
3. **Community College Cohort:** During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a "Community College Cohort(s)") that will commence a designated degree program ("Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates of the Program for specific Community College Cohorts on an applicable SOW. Each Community College Cohort will have a separate SOW issued by the University and does not require any further action by the parties and will be incorporated into this Agreement.
 4. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.

- a. Virtual and/or face-to-face information meetings at School site;
- b. Virtual and/or face-to-face enrollment sessions at School site; and
- c. Table displays in School's common student areas.

5. **Cohort Options:** The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

"Closed Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Open Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. Other University students may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Collaborative Cohort"- A collaborative cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The

University, at its discretion, will organize and facilitate collaborative cohort groups between two or more University clients. The University shall have no obligation to offer any collaborative cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the collaborative cohort will attend the same classes in the same course sequence in the same modality.

6. Marketing:

- 6.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names ("Marks") of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.
- 6.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the "Intellectual Property Rights"). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.
- 6.3 Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.
- 6.4 The University will provide information to School to assist prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study.

7. Term and Termination:

- 7.1 This Agreement shall remain in effect until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.
- 7.2 If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.
- 8. **FERPA:** Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.
- 9. **Admissions Evaluation:** All students are subject to the University's admission policies and all other policies and procedures as set forth in the University's Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.
- 10. **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, the University's relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School's employees or otherwise, shall be governed pursuant to the terms of the University's policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.
- 11. **Notice.** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.

UNIVERSITY

Name: Raghu Krishnaiah, Chief Operating Officer
Email address: salesoperations@phoenix.edu
Facsimile: 602-557-3015

SCHOOL

Name: Lydia Falbo
Email address: Lydia.Falbo@morton.edu
Facsimile: 708-656-8000 ext. 2264

- 12. **General Provisions:** This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.
- 13. University agrees to indemnify and hold harmless School, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of University, its directors, officers, employees or agents of its obligations under this Agreement only. School agrees to indemnify and hold harmless University, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of School, its directors, officers, employees, contractors or agents of its obligations under this Agreement. The provisions of this Section shall survive the termination, cancellation or expiration of this Agreement.
- 14. **Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter.

MORTON COLLEGE


Signature

Printed Name

Title

Date

UNIVERSITY OF PHOENIX, INC.


McCeil Johnson (Jul 31, 2020 12:29 PDT)

Signature

McCeil Johnson

Printed Name

VP, Accreditation

Title

Jul 31, 2020

Date

COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Morton College Statement of Work #1

Concurrent Enrollment Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated _____ by Morton College ("School") and University of Phoenix, Inc. ("University") (hereinafter Agreement) is entered into on _____ ("Issue Date") and incorporates the Agreement herein by this reference.

Program: *Bachelor of Science in Nursing*

Modality: Online

Projected Start Date: June, 2020

Projected End Date: November, 2022

Type of Cohort: Collaborative Cohort

Premises: All courses will be taught online

Tuition Rate: \$350 per credit hour.

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Frank E. Marzullo](#)
Subject: FOR BOARD APPROVAL - Change Order - Repairs of formerly known Rocket Property
Date: Friday, August 14, 2020 12:36:03 PM
Attachments: [Board Action Sheet - CHANGE ORDER - Alden Bennett - Rocket Property.pdf](#)
[Rocket Property - Change Order.pdf](#)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

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

PROPOSED ACTION: That the board approve the change order for the additional work required for the repairs of the formerly known Rocket Express Property in the amount of \$30,000.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3-27.1 of the Illinois Community College Act]

SCOPE OF WORK

- Tenacity (Mesotrane) Herbicide Application
- Slow Release Nitrogen Starter Fertilizer Application
- Sulfur Application
- Soil Preparation, Cleaning, Tilling and Fine Grading

Includes removal of debris found in “topsoil” placed on site, i.e., concrete chunks, tree roots, construction debris.

Leveling of site to minimize standing water in areas not served by area drain.

Grading adjustments at area drains, re-grading of collapsed and/or settled earth around area drains.

Overlay areas of bad “top soil” with actual top soil.

- Hydroseeding, Overseeding, Re-Seeding
- Follow-Up Weed Control and Fertilizer Application

COST ANALYSIS: \$30,000

ATTACHMENT: Change Order

4097 1905 04

CO NO.

Morton College East
Land Reclamation
Site Upgrades/Repairs

Thursday 6 August 2020

Morton College
3901 South Central Ave.,
Cicero, Illinois 60804

Change Order #1

Frank Marzullo/Vice President of Administrative Services,

Contract Change Order #3

Contractor: Alden Bennett
Contract for site clearing and reclamation

Change Order Origination: Per Agreement

Change Order Scope Of Work: Landscape Upgrades

Following is a scope of work and timeline for the repairs to the 13 Acre (572,050sq) site reclamation work for the Morton East site.

Item of Work Description	Date of Work
Tenacity (Mesotrine) Herbicide Application	Week of 7.20.20
Slow Release Nitrogen Starter Fertilizer Application	Week of 7.20.20
Sulfur Application	Week of 7.20.20
Soil Preparation, Cleaning, Tilling and Fine Grading	Week of 8.10.20
Includes removal of debris found in "topsoil" placed on site, i.e., concrete chunks, tree roots, construction debris. (Photo Series 5 & 6)*	
Leveling of site to minimize standing water in areas not served by area drains.	
Grading adjustments at area drains, re-grading of collapsed and/or settled earth around area drains.*1	
Overlay areas of bad "top soil" with actual top soil.*	
Hydorseeding, Overseeding, Re-Seeding	Week of 8.17.20
Follow-up Weed Control and Fertilizer Application	Week of 9.28.20

Footnote #1: There are some areas of required work that are not the responsibility of the Reclamation Contractor. This work needs to be addressed and is included in this proposed scope of work. This work needs to be addressed

architecture • planning • engineering • construction management

1018 West Madison Street

Chicago, Illinois 60607

773.489.4000

4097 20 08 04

4097 1905 04

CO NO.

Morton College East
Land Reclamation
Site Upgrades/Repairs

Thursday 6 August 2020

Morton College
3901 South Central Ave.
Cicero, Illinois 60804

Change Order #1

Frank Marzullo/Vice President of Administrative Services,
prior to the final re-grading to be completed by Alden Bennett.

Collapsed area drain grates - it appears that this damage was done during the City of Cicero's efforts to clear the storm drains. (Photo #1 & 2)*.

Broken drain grate - it appears that this damage was done during the City of Cicero's efforts to clear the storm drains. (Photo #4)*.

Area Drain Regrading - it appears that this damage was done during the City of Cicero's efforts to clear the storm drains. (Photo #3)*.

CHANGE ORDER VALUE

\$30,000

* Indicates photos in Drop Box, Morton College Folder.

ISSUED BY: Architect

Richard James Abraham
SIGNATURE

8/6/2020 DATE

APPROVED BY: Owner

SIGNATURE

8/12/2020 DATE

DISTRIBUTION: Misc. Doc. File

architecture • planning • engineering • construction management

1018 West Madison Street

Chicago, Illinois 60607

773.489.4000

4097 20.08.04

From: [Frank E Marzullo](#)
To: [Board Materials](#)
Cc: [Melissa Ridyard](#); [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: FINAL/REVISED - FOR BOARD APPROVAL - PURCHASE OF WELDING LAB EQUIPMENT
Date: Thursday, August 20, 2020 4:21:17 PM
Attachments: [FINAL - REVISED - BOARD ACTION SHEET - WELDING LAB EQUIPMENT.pdf](#)
[PRAXAIR - REVISED - FINAL.pdf](#)
Importance: High

Thank you,

Frank Marzullo
Vice President of Administrative Services
708 656-8000 ext 2441 rm 225B
frank.marzullo@morton.edu

From: Melissa Ridyard
Sent: Monday, August 10, 2020 10:31 AM
To: Board Materials <board.materials@morton.edu>
Cc: Frank E Marzullo <frank.marzullo@morton.edu>
Subject: FOR BOARD APPROVAL - PURCHASE OF WELDING LAB EQUIPMENT

FOR BOARD APPROVAL - PURCHASE OF WELDING LAB EQUIPMENT

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

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MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION:

THAT THE BOARD APPROVE THE PURCHASE OF THE WELDING LAB EQUIPMENT FROM PRAXAIR IN THE AMOUNT OF \$48,084.00

RATIONALE:

[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3-27.1 of the *Illinois Community College Act*]

COST ANALYSIS:

Quote Information:

Praxair - \$48,084.00

Wisco - \$48,726.70

Airgas - \$49,100.00

ATTACHMENT:

PRAXAIR QUOTE



Complete Order

REPRINT
QUOTE ORDER

Picking Ticket #



85859065

Ship From : 71154
 THE WELDING CENTER
 PXPKG BEDFORD PARK IL HPS
 7400 S CENTRAL AVE
 BEDFORD PARK IL 60638-6516
 708-728-9353

Ship To : 79223704 CU Cust # :
 MORTON COLLEGE
 3801 S CENTAL AVE
 CICERO IL 60804
 Caller Name :
 Caller Phone # :

Order # : 19139109 ORD TYPE : ZQ
 Shipment # :
 Order Date : 6/24/2020 Promise Date : 6/25/2020
 Order Processed By: ROB HERNANDEZ,
 Phone # :
 Ship Via : Our Truck
 Route# :
 Carrier Name :
 Rev Brn : 71154 6/24/2020 01:09PM EST

Sold To : 79223704
 MORTON COLLEGE
 3801 S CENTAL AVE
 CICERO IL 60804
 PO # : AMANDA YOUNG
 Release # :
 Phone # : 708-656-8000

QTY SHIP	UM	H M	ID NUMBER	DESCRIPTION & HAZARD CLASS	LINE NO	ITEM NO/ CUST.ITEM NO	QTY ORDER	QTY BKORD	CYLINDERS SHIP RET	TAX Y/N	VOL/ WT	UNIT AMOUNT	EXTENDED AMOUNT
4	EA			FLEXTEC 500X LF72 READY PAK PK	1.000	LINK3608-1	4	0		N	NA	5,640.0000	22,560.00
						Mfg # K3608-1					4.00 LB		
4	EA			WIRE FEEDER FLEXTEC 350X LF-72	3.000	LINK3438-1	4	0		N	NA	4,983.0000	19,932.00
						Mfg # K3438-1					714.28 LB		
4	EA			WIRE FEEDER AND INVERTER CART	4.000	LINK3059-4	4	0		N	NA	502.0000	2,008.00
						Mfg # K3059-4					573.20 LB		
1	EA			PLAS MACH SPECTRUM 875 20' TORCH	6.000	MIL907583	1	0		N	NA	2,288.0000	2,288.00
						Mfg # 907583					60.00 LB		
1	EA			ROD OVEN 300/120V 350# CAPACITY	10.000	PHO1200200	1	0		N	NA	1,296.0000	1,296.00
						Mfg # 382-1200200					88.00 LB		
1				ENERGY AND FUEL CHARGE	11.000	UMSCFCD2	1	0		N			
1				DELIVERY CHARGE	12.000	UDELIVERYCHARGE	1	0		N			

Total weight	2,459.48 LB
--------------	-------------

EMERGENCY RESPONSE TELEPHONE NUMBER:
 CALL CHEMTREC 1-800-424-9300

WARNING: Transporting flammable gases and/or hazardous materials in an enclosed van, automobile or automobile trunk is very dangerous because it can cause a fire or explosion resulting in serious injury or death. Read cylinder label warnings, Safety Data Sheets (SDSs) and/or safety booklet P-3499.

Sub Total	USD 48,084.00
Tax (%)	
Total Sales	USD 48,084.00

This is to certify that the above named materials are properly classified, described, packaged, marked, labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

PLACARDS OFFERED ACCEPTED REJECTED

Authorized Signature _____

Received by _____

From: [Keith McLaughlin](#)
To: [Ana L Valdez](#)
Cc: [Board Materials](#)
Subject: RE: August Board Action - Faculty Laptop Computers
Date: Monday, August 10, 2020 10:47:14 AM

I approve this for action at the August BOT meeting.

Keith D. McLaughlin, Ph.D.
Provost
Morton College
3801 South Central Avenue
Cicero, Illinois 60804-4398
708-656-8000, ext. 2277
keith.mclaughlin@morton.edu

From: Ana L Valdez <ana.valdez@morton.edu>
Sent: Monday, August 10, 2020 10:46 AM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Cc: Board Materials <board.materials@morton.edu>
Subject: FW: August Board Action - Faculty Laptop Computers



Ana Valdez
Executive Assistant - Provost
P: [\(708\) 656-8000, Ext. 2241](tel:(708)656-8000)
E: Ana.Valdez@morton.edu
www.morton.edu

From: Liliana Raygoza
Sent: Monday, July 27, 2020 4:18 PM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>; Board Materials <board.materials@morton.edu>
Cc: Derek C Shouba <derek.shouba@morton.edu>; Mireya Perez <mireya.perez@morton.edu>; Ruben V Ruiz <Ruben.Ruiz@morton.edu>
Subject: August Board Action - Faculty Laptop Computers

Hello Keith,

Attached is the board action form and quote for the laptop computers for faculty. Can you please

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE PURCHASE OF 60 LAPTOP COMPUTERS FOR FULL-TIME FACULTY FROM CDW.G LLC, IN THE AMOUNT OF \$54,525.60, AS SUBMITTED.

RATIONALE: The faculty will use the laptop computers to strengthen their ability to teach effectively online.

COST ANALYSIS: The total cost of all 60 computers is \$54,525.60. The cost of the laptop computers will be funded by the CARES HEERF Institutional Grant.

ATTACHMENTS: CDW, Quote# LNCT781

QUOTE CONFIRMATION



DEAR RUBEN RUIZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Here you go!

Thank you,



ACCOUNT MANAGER NOTES:

Marty Mangan
 CDW-G
 The Right Technology. Right Away.
 Toll-Free: (866) 723-3280
 Fax: (847) 968-1333
 Email: martman@cdw.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNCT781	7/16/2020	LNCT781	1307885	\$54,525.60

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP 470 G7 - 17.3" - Core i5 10210U - 16 GB RAM - 256 GB SSD - US	60	5896329	\$908.76	\$54,525.60
Mfg. Part#: 9NL39UT#ABA Contract: IPHEC Computer Components (IPHEC2011)				

PURCHASER BILLING INFO		SUBTOTAL	\$54,525.60
Billing Address: MORTON COLLEGE ACCTS PAYABLE 3801 S CENTRAL AVE CICERO, IL 60804-4300 Phone: (708) 656-8000 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$54,525.60
DELIVER TO		Please remit payments to:	
Shipping Address: MORTON COLLEGE RUBEN RUIZ 3801 S CENTRAL AVE CICERO, IL 60804-4300 Phone: (708) 656-8000 Shipping Method: NiteMoves Local Super-Saver		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	CDWG Account Team - Tyler and Marty	(866) 723-3280	tylerandmarty@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

From: [Keith McLaughlin](#)
To: [Ana L Valdez](#)
Cc: [Marisol Velazquez](#); [Maria Sanchez Anderson](#)
Subject: Re: Board Action Updated - Student Laptops
Date: Friday, August 21, 2020 5:37:44 AM

I approve this for action at the August BOT Meeting.

On Aug 20, 2020, at 10:48 PM, Ana L Valdez <ana.valdez@morton.edu> wrote:

Hi Keith,

Attached is the latest updated board action.
Please revise and approve the documentation attached for this action item to be added to the agenda.
Thank you,

Ana Valdez
Executive Assistant - Provost

<[image001.jpg](#)>

P: (708) 656-8000, Ext. 2241

E: Ana.Valdez@morton.edu

www.morton.edu

From: Marisol Velazquez
Sent: Thursday, August 20, 2020 1:27 PM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Cc: Ana L Valdez <ana.valdez@morton.edu>; Maria Sanchez Anderson <maria.anderson@morton.edu>; Ruben V Ruiz <Ruben.Ruiz@morton.edu>
Subject: Board Action Updated - Student Laptops

Hi Keith,

Please see attachment for Board Action to purchase **up to** 600 laptops for students.

Let me know if you have any questions or require any changes/updates. Sincerely,

Marisol Velázquez | Dean of Student Services | Morton College

3801 S. Central Avenue, Cicero IL
Office # 708-656-8000 x.2439 | Fax # 708-656-9560
Marisol.velazquez@morton.edu | www.morton.edu

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION:

That the Board approve the purchase of up to 600 laptops for Morton College students, from CDW-G, in the amount of \$213,840.00 funded from the CARES Grant.

RATIONALE:

Morton College will provide brand-new laptop computers to new and currently enrolled students to provide the technology tools they need to succeed during the current COVID-19 pandemic.

Students must complete the following requirements:

- Complete the Laptop Form.
- Enroll in a minimum of one course, 3 credit hours for the fall 2020 semester.
- Agree to return laptop at the end of the fall 2020 (12/18/2020) semester. Students enrolling for the spring 2021, and maintain a 2.0 gpa at the end of the fall, keep the laptop for the remainder of their studies at Morton College.

COST ANALYSIS:

Purchase up to 600 laptops - HP 255 G7 - 15.6" - A4 9125 – 4 GB RAM - 128 GB SSD

Price \$356.40

Vendor:

CDW-G
The Right Technology. Right Away.
Toll-Free: (866) 723-3280
Fax: (847) 968-1333
Email: martman@cdw.com

ATTACHEMENTS:

Quote.

QUOTE CONFIRMATION



DEAR ANTONIO CLEMENTE,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Here you go!

Thank you,



ACCOUNT MANAGER NOTES:

Marty Mangan
 CDW-G
 The Right Technology. Right Away.
 Toll-Free: (866) 723-3280
 Fax: (847) 968-1333
 Email: martman@cdw.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNLD237	7/24/2020	LNLD237	1307885	\$213,840.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP 255 G7 - 15.6" - A4 9125 - 4 GB RAM - 128 GB SSD - US	600	6065484	\$356.40	\$213,840.00
Mfg. Part#: 3C670UT#ABA				
Contract: IPHEC D1702TMS Catalog Microcomp (D1702TMS)				

PURCHASER BILLING INFO		SUBTOTAL	\$213,840.00
Billing Address: MORTON COLLEGE ACCTS PAYABLE 3801 S CENTRAL AVE CICERO, IL 60804-4300 Phone: (708) 656-8000 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$213,840.00
		DELIVER TO Shipping Address: MORTON COLLEGE ANTONIO CLEMENTE 3801 S CENTRAL AVE CICERO, IL 60804-4300 Phone: (708) 656-8000 Shipping Method: Best Way Custom Freight	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	CDW•G Account Team - Tyler and Marty	(866) 723-3280	tylerandmarty@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

PROPOSED ACTION: THAT THE BOARD APPROVE THE DIFFERENTIAL PAY REPORT FOR FACULTY IN THE AMOUNT OF \$9,263.14 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: \$4,153.95 – Full-Time Faculty
 \$5,109.19 – Part-Time Faculty
 \$9,263.14 Total

ATTACHMENT: Faculty Differential Pay Report – Summer 2020

2020 Summer Faculty Differential Pay

Faculty	Section ID#	Section Title	MAX	Enrollment	Students Over	Differential Pay	Credit Hours	Start Date	End Date
Ashraf, Asiyya	BIO-212-1C	Microbiology	16	20	4	\$806.40	4	6/8/2020	7/30/2020
Dussman, Luke	LAW-202-01	Juvenile Delinquency	0	1	1	\$305.94	3	6/10/2019	8/1/2019
Farina, Peter	BIO-212-2L	Microbiology	16	21	5	\$910.07	4	6/8/2020	7/30/2020
Ketter, Christian	LAW-205-01	Criminal Law II	0	2	2	\$556.25	3	6/3/2019	6/6/2019
Pulaski, Andrew	LAW-204-1F	Criminal Law	0	3	3	\$1,084.50	3	6/10/2019	8/1/2019
Sassetti, James	LAW-101-1B	Intro to Law Enforcement	0	3	3	\$910.07	3	6/10/2019	8/1/2019
Sassetti, James	LAW-206-11	Criminal Investigations	0	8	8	\$2,426.86	3	6/10/2019	8/1/2019
Walley, Cynthia	CIS-121-NR	Data Base Management	0	4	4	\$1,446.00	3	6/11/2019	8/1/2019
Walley, Cynthia	CIS-220-NR	Systems Analysis	0	1	1	\$397.65	3	6/10/2019	8/1/2019
Warren, John	MUS-108-NR	World Music Survey	25	29	4	\$419.40	\$3.00	6/8/2020	7/30/2020
					Total	\$9,263.14			
Differential Pay						\$2,135.87			
Course by Arrangement						\$7,127.27			

From: [Keith McLaughlin](#)
To: [Liliana Raygoza](#)
Cc: [Board Materials](#); [Derek C Shouba](#); [Ana L Valdez](#)
Subject: Re: August Board Item- Adjunct Consultation Report SU2020
Date: Thursday, August 13, 2020 10:25:47 PM

I approve this report for action at the August BOT Meeting.

On Aug 13, 2020, at 6:44 PM, Liliana Raygoza <Liliana.Raygoza@morton.edu> wrote:

Hi Keith,

Attached is the adjunct consultation hours report that needs approval for the August Board Meeting.

Thank you,

Liliana Raygoza
Executive Assistant – Associate Provost
Morton College
708.656.8000 Ext. 2330

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<SUMMER 2020_Consultation Hours.pdf>

<PROPOSED ACTION_Consultation Hours Summer 2020.docx>

PROPOSED ACTION: THAT THE BOARD APPROVE THE ADJUNCT FACULTY CONSULTATION HOURS REPORT FOR SUMMER SEMESTER 2020 IN THE AMOUNT OF \$1,926.52 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: \$1,926.52 – 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 2020

Summer 2020 Adjunct Consultation Hours Stipend Report

Adjuncts Full Name	Section Name	Section Title	Credits	Stipend Amount	Rate	Consultation Stipend	Section Start Date	Section End Date
Behling, William	BUS-111-11	Introduction to Business	3	\$3,033.57	\$1,011.19	\$121.34	6/8/2020	7/29/2020
Campbell, Dana	CHM-100-2K	Fundamentals of Chemistry	4	\$5,772.84	\$962.14	\$115.46	6/8/2020	7/29/2020
Corral, Iris	ECE-110-NR	Intro to Early Childhood Ed	3	\$3,033.57	\$1,011.19	\$121.34	6/8/2020	7/30/2020
Dutt, Eric	ENG-102-22	Rhetoric II	3	\$3,033.57	\$1,011.19	\$121.34	6/8/2020	7/29/2020
Erickson, Christian	SOC-100-21	Intro to Sociology	3	\$2,781.27	\$927.09	\$111.25	6/9/2020	7/30/2020
Eshafi, Nouri	ECE-115-1J	Family, School & Community	3	\$3,109.38	\$1,036.46	\$124.38	6/9/2020	7/30/2020
Farina, Peter	BIO-212-2L	Microbiology	4	\$6,067.14	\$1,011.19	\$121.34	6/8/2020	7/30/2020
Festa, John	BUS-230-NR	Business Law and Contracts	3	\$2,897.25	\$965.75	\$115.89	6/8/2020	7/30/2020
Foltz, Chris	FIR-190-11	Occupational Safety and Health	3	\$2,886.42	\$962.14	\$115.46	6/9/2020	7/30/2020
Halm, James	SOC-100-1G	Intro to Sociology	3	\$3,187.11	\$1,062.37	\$127.48	6/8/2020	7/29/2020
Kilheaney, Heather	CHM-105-1B	General Chemistry I	5	\$6,176.94	\$882.42	\$105.89	6/9/2020	7/30/2020
Ruiz, Ruben	OMT-216-MI	Spreadsheet Software Fundament	1	\$1,011.19	\$1,011.19	\$20.22	6/15/2020	6/18/2020
Ruiz, Ruben	OMT-223-MI	Spreadsheet Software Advanced	2	\$2,022.38	\$1,011.19	\$30.34	6/22/2020	7/2/2020
Smith, Jeanine	HCP-130-11	Medical Terminology	3	\$2,757.63	\$919.21	\$110.31	6/9/2020	7/30/2020
Smith-Irowa, Pamela	ENG-102-32	Rhetoric II	3	\$3,187.11	\$1,062.37	\$127.48	6/9/2020	7/30/2020
Thelemaque, Cristina	BIO-204-1L	Anatomy & Physiology II	4	\$3,032.55	\$1,010.85	\$121.30	6/8/2020	7/30/2020
Thompson, Juhelia	PSY-215-22	Life Span: Survey of Human Dev	3	\$2,647.26	\$882.42	\$105.89	6/9/2020	7/30/2020
Windham, Brandie	MAT-080-21	Mathematics Fundamentals	3	\$2,745.00	\$915.00	\$109.80	6/9/2020	7/30/2020
					Total	\$1,926.52		

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Frank E. Marzullo](#)
Subject: FOR BOARD APPROVAL - FOLLETT ACCESS - FIRST AMENDMENT
Date: Monday, August 10, 2020 11:26:08 AM
Attachments: [FOLLETT ACCESS - FIRST AMENDMENT.pdf](#)
[BOARD ACTION SHEET - FIRST AMENDMENT - FOLLETT ACCESS.pdf](#)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

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MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: That the board approve the First Amendment (“Amendment”) for Follett ACCESS is made as of July 22, 2020 (“Effective Date”) between Morton College (“School”) and Follett Higher Education Group, Inc., (“Follett”).

RATIONALE:

Scope & Terms

School has agreed that Follett ACCESS will be delivering all Course Materials for the Program for the Academic Terms and Cohorts detailed in the attached Schedules.

Follett has taken the following steps to provide a valuable service to the campus:

1. Analyzed historical adoptions and adoption trends to predict the cost of adopted materials for the terms in the attached Schedules and develop custom pricing for the School.
2. Negotiated pricing with publishers.
3. Developed systems and processes to provision both print and digital materials to students.

ATTACHMENT:

Amendment/Schedules

FIRST AMENDMENT TO BOOKSTORE OPERATING AGREEMENT

This First Amendment ("Amendment") for Follett ACCESS is made as of July 22, 2020 ("Effective Date") between Morton College ("School") and Follett Higher Education Group, Inc., ("Follett").

WHEREAS: School and Follett are parties to a certain Agreement dated July 24, 2018 ("Agreement").

WHEREAS: The parties desire for School to participate in Follett's ACCESS program hereinafter referred to as "Program or "Follett Access Program"; and

WHEREAS: The parties desire to amend the Agreement in certain respects as more specifically set forth herein;

NOW, THEREFORE, intending to be legally bound, School and Follett agree, effective July 22, 2020

The Agreement is amended by adding the following new Section 21.

Scope & Terms

Program Scope:

School has agreed that Follett ACCESS will be delivering all Course Materials for the Program for the Academic Terms and Cohorts detailed in the attached Schedules.

Follett has taken the following steps to provide a valuable service to the campus:

1. Analyzed historical adoptions and adoption trends to predict the cost of adopted materials for the terms in the attached Schedules and develop custom pricing for the School.
2. Negotiated pricing with publishers.
3. Developed systems and processes to provision both print and digital materials to students.

Schedules:

The attached Schedules will be executed annually over the term of the Agreement. The Schedules contain details on scope, pricing, enrollment, deadlines, and course materials adoptions guidelines that are required to deliver the program. This information will be updated and executed annually.

Pricing:

The mutually agreed upon Pricing between the School and Follett will be provided to the start of each semester in a separate document.

Course Material Adoptions:

Follett will deliver course materials in the format and manner described in the attached Schedules. Adoption processes and deadlines will be managed by the Course Materials Adoption Committee (Committee) as described in the attached Schedules.

Marketing Materials & Communication Template:

Marketing and communicating the Program to stakeholders is very important. Follett will provide communication best practices, marketing materials, and templates for the School to communicate the Program to students and faculty.

Invoicing & Payment Terms:

Follett will, to the best of its ability, invoice the School on or before the Invoice Deadline Date listed in the attached Schedules. The school will submit payment to Follett on or before the Payment Deadline Date listed in the attached Schedules. For every day Follett submits the invoice to the School after the Invoice Deadline, the School will have an additional day added to the Payment Deadline Date.

Follett will invoice School for Program fees in accordance with the Pricing section above. The Estimated Invoice Amount in the attached Schedules is only for informational or planning purposes, but is not a final number. The Estimated Invoice Amount is based on assumptions of enrolled students (or credit hours) and the amount rental non-returns.

Opt-Out:

Based on Federal Regulations (U.S. Department of Education Regulations in 34 C.F.R. § 668.164) Follett advises that the School provides an opt-out option for the Students in the Program. If the School determines that an opt-out option is not needed, Follett is not responsible for ramifications that might arise from the School not implementing an opt-out for the Students in the Program.

Tax:

If School does not provide a tax exemption certificate to Follett, Follett ACCESS Pricing is deemed subject to sales tax or similar tax, and School shall be responsible for such taxes and tax collection.

Inventory on Termination:

Follett ACCESS Program materials will be included as part of any inventory that the School must purchase, or require a third party to purchase, on termination of the Agreement.

Commission:

There will be no commission paid on Access sales.

Schedule 1 – Course by Course Program Template

Term Details & Dates

Academic Term	Program Adoption Deadline	ConnectOnce Installed by Date	Class Start Date	Drop Date or Census Date	Invoice Deadline Date	Payment Deadline Date	Student Success Data to be Provided to Follett
[Fall 2020]	4/15/2020	Complete	8/17/2020	8/25/2020	9/1/2020	10/1/2020	1/15/2021
[Spring 2021]	10/15/2020	Complete	1/11/2021	1/19/2020	1/26/2020	2/26/2020	5/15/2021
[Summer 2020]	3/15/2020	Complete	5/25/2020	7/2/2020	7/9/2020	8/9/2020	9/9/2020

Course Material Adoption Details

- i. The School and Follett will create a Follett ACCESS Course Material Adoption Committee (“Committee”) to oversee the implementation of the Adoption Guidelines (“Guidelines”) in this section.
 - a. The Committee will not violate academic freedom in anyway. Academic freedom includes an instructor’s ability to choose course content. Any adopted course content that does not meet the Guidelines, as determined by the Committee, must be approved and recorded as an Exception by the Committee.
 - b. The Committee will consist of the following members:
 - i. Member 1: **Frank Marzullo**
 - ii. Member 2: **Tara Gonzalez**
 - iii. Member 3: **Liliana Raygoza**
 - iv. Member 4: **Karina Bahena**
 - v. Member 5: **Maria G Vargas**
 - c. Course Material Adoption Guidelines:
 - i. Courses participating in the program must be reviewed and approved by the Committee
 - ii. Rental Term Agreement: 6 terms
 1. All content delivered as rental must be adopted for a minimum of six terms.
 - iii. Rental Collateral Type & Responsible Party:
 1. If School is responsible for rental collateral, all rental non-return charges will be invoiced to the School. These charges have been estimated in the attached Schedules.
 2. If Student is responsible for rental collateral, students will be responsible for providing rental collateral (credit card) to Follett through Follett’s rental portal.
 - iv. Publisher Specific Considerations:

Closing

In the event of a conflict between terms and conditions, this Amendment takes precedence over the Agreement and any prior Amendment(s). Except as specifically amended hereby, the Agreement shall continue in full force and effect in all respects.

IN WITNESS WHEREOF, School and Follett have caused this Amendment to be executed by their authorized officers as of the date first written above.

FOLLETT HIGHER EDUCATION

GROUP, INC.

By: _____

By: _____

Name: Clay Wahl

Name: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

ii. Exceptions:

- a. Any adopted course content that does not meet the Guidelines or is not received by the adoption deadline in the attached Schedules, as determined by the Committee, must be approved and recorded as an Exception by the Committee.
- b. Follett will, in some cases, be able to deliver Exceptions as part of the Program. However, Follett reserves the right to exclude any exceptions from the Program.

FOLLETT HIGHER EDUCATION

GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

From: [Melissa Ridyard](#)
To: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: FOR BOARD APPROVAL - Global Music Rights
Date: Friday, August 21, 2020 1:56:02 PM
Attachments: [Global Music LLC.pdf](#)
[BOARD ACTION SHEET - Global Music Rights.msg](#)
[Global Music Rights Board Action Sheet.pdf](#)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Courtney Willits <willits@dlglawgroup.com>
Sent: Monday, August 3, 2020 1:31 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>
Cc: Maria Sanchez Anderson <maria.anderson@morton.edu>; Frank E Marzullo <frank.marzullo@morton.edu>
Subject: Re: BOARD ACTION SHEET - Global Music Rights

Hi Melissa,

Just a line item will suffice for this agreement.

Please let me know if you have any other questions!

Thanks!

Courtney
Courtney P. Willits
Attorney
Del Galdo Law Group, LLC
[1441 S. Harlem Avenue](#)
[Berwyn, IL 60402](#)
T: [\(708\) 222-7000](tel:(708)222-7000)
F: [\(708\) 222-7001](tel:(708)222-7001)

On Mon, Aug 3, 2020 at 1:23 PM Melissa Ridyard <melissa.ridyard@morton.edu> wrote:

Courtney,

Does this require a resolution as well?

Thank you,
Melissa

Sent from my iPhone

Begin forwarded message:

From: Micheal A Kott <micheal.kott@morton.edu>
Date: August 3, 2020 at 1:19:49 PM CDT
To: Melissa Ridyard <melissa.ridyard@morton.edu>, Frank E Marzullo <frank.marzullo@morton.edu>
Cc: Maria Sanchez Anderson <maria.anderson@morton.edu>, Mireya Perez <mireya.perez@morton.edu>
Subject: BOARD ACTION SHEET - Global Music Rights

Attached is the Board Action Sheet for Global Music Rights, LLC along with the agreement. The FTE used in the board action sheet is the IPEDS data from 2018-2019 (our most current reported FTE).

Global Music Rights, LLC is a licensing agency, like ASCAP, SESAC and BMI. This is the first year that we have had to license music from Global Music Rights, LLC.

Let me know if you need anything further.

Micheal

From: Maria Sanchez Anderson
Sent: Monday, August 3, 2020 12:27 PM
To: Micheal A Kott
Subject: FW: FW: Global Music Rights

Hi Micheal,

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

PROPOSED ACTION: THAT THE BOARD APPROVE THE AGREEMENT WITH GLOBAL MUSIC RIGHTS, LLC FOR THE NON-EXCLUSIVE RIGHT TO PERFORM COMPOSITIONS PUBLICLY, OR CAUSE TO BE PERFORMED PUBLICLY SOLELY AT LICENSEE'S UNIVERSITIES VIA THE ACCEPTED MEANS: CAMPUS RADIO STATION

RATIONALE

For the public performance via WZQC (College Radio Station) of musical compositions owned or managed by Global Music Rights LLC

COST ANALYSIS:

Cost	
FTE x \$0.30 = 2749 x .30 =	\$824.70
Radio station fee	\$175.00
Total	\$999.70

ATTACHMENTS:

Agreement

This Agreement, including any attached and referenced schedules (the “Agreement”), dated as of April 1, 2020, is made by and between Global Music Rights, LLC located at 1100 Glendon Avenue, Suite 2000, Los Angeles, California 90024 (“Company”) and _____ (“Licensee”).

Company and Licensee hereby mutually agree as follows:

1. Definitions

- a. **“Accepted Means”** shall mean via Internet Transmissions, Live Concerts, Campus Radio Stations, On-Campus Cable Television System and a music-on-hold telephone system, so long as it is operated by Licensee at the University.
- b. **“Campus Radio Station”** shall mean a radio station, operated by the University, run by students of the University and licensed for non-commercial, educational broadcasting that is not affiliated with NPR.
- c. **“Championship Sporting Event”** shall mean any collegiate conference or league championship tournament or games, including, without limitation, the Bowl Championship Series football tournament, the College World Series baseball tournament, the March Madness basketball tournament, among others.
- d. **“Compositions”** shall mean the musical compositions in which Company controls the right to license (alone or in combination with third party(ies), in each case depending on the percentage share of ownership that Company controls for the specific composition) public performances to the extent such rights are controlled by Company during the Term in the Territory. As used herein, Compositions shall only refer to the share (whether full or partial) of the compositions represented by Company.
- e. **“Effective Date”** shall mean April 1, 2020.
- f. **“Internet Transmissions”** shall mean all transmissions of content that can be accessible only through an internal computer network system accessible exclusively to students, faculty, and other members of the campus community who have authenticated themselves through a secure access system and who access such transmissions via a personal computer or other device capable of receiving an internet broadcast.
- g. **“Full Time Student Equivalent” (“FTE”)** shall mean the sum of (i) all full-time undergraduate students and (ii) one-third of all graduate students and part-time undergraduate students, as of the commencement of the fall academic term occurring immediately prior to the Effective Date (or anniversary thereof).
- h. **“License Fee”** shall mean the amount calculated on an annual basis pursuant to the Rate Schedule due to Company by Licensee in exchange for the rights granted to Licensee herein.
- i. **“Live Concert”** shall mean live musical performances promoted exclusively by Licensee and occurring at the Universities, including but not limited to concerts, symphonies, recitals, or other similar performances.
- j. **“Locally Originated Programs”** shall mean audio or audio-visual program, including advertising and promotional materials, that are locally produced by, or on behalf of, Licensee for the On-Campus Cable Television System.
- k. **“On-Campus Cable Television System”** shall mean television network operated by Licensee on which Locally Originated Programs and government and educational programs are performed.
- l. **“Rate Schedule”** shall mean the document at Schedule A.

- m. **“Term”** shall mean the Initial Term (as defined below) in addition to any Renewal Periods (as defined below).
- n. **“Territory”** shall mean the United States, its territories and possessions.
- o. **“Universities”** shall mean Licensee’s campus(es) and any off-campus location owned or operated by Licensee including fraternities, sororities, sporting events and social clubs.

2. Rights Grant

(a) Company grants, and Licensee accepts, the non-exclusive right to perform publicly, or cause to be performed publicly solely at Licensee’s Universities via the Accepted Means in the Territory and during the Term, non-dramatic renditions of the Compositions. Licensee agrees that this Agreement, and any amendments or extensions, is for any partial or full share of the Compositions represented by Company and that Licensee will not rely on a license from a third party that purports to grant a license to Licensee in the whole of a Composition based on the partial shares of such Composition offered by any third party.

(b) The parties understand and agree that this license does not grant Licensee the right to publicly perform, or cause to be publicly performed, the Compositions at political campaign events or other situations where the performances of Compositions are directly endorsing political, ethical or religious opinions not otherwise expressed within the Composition itself. For the avoidance of doubt, the previous sentence, while describing certain limitations of the license set forth in this Agreement, it is not intended to create contractual prohibitions on Licensee.

(c) Company shall have the right to withdraw from this license, at any time upon written notice, the right to publicly perform any Composition(s) if (i) Company no longer controls the right to publicly perform any Composition(s); or (ii) if a lawsuit has been brought or threatened regarding any such Composition(s).

3. Term

(a) The Agreement shall be for an initial term of one (1) year (“Initial Term”), commencing on the Effective Date and continuing thereafter in full force and effect for additional succeeding terms of one (1) year each (“Renewal Period(s)”), unless terminated by either party.

(b) Either party shall have the right to terminate this Agreement as of the last day of the Initial Term or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail at least sixty (60) days prior to the commencement of any Renewal Period(s).

(c) Notwithstanding anything to the contrary contained herein, Company shall have the right to terminate this Agreement: (i) at any time upon written notice to Licensee in the event that Licensee is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to Licensee, or Licensee is declared or becomes insolvent; or (ii) upon thirty (30) days written notice to Licensee in the event that any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, shall result in substantial interference in Company’s operation or any substantial increase in the cost of conducting its business. Company shall refund to Licensee any relevant License Fees paid in advance.

4. Limitations of Rights

(a) This license does not convey the right to publicly perform the Compositions by means of:

- (i) broadcast, telecast, cablecast, transmission by wire, or other electronic transmissions (including, but not limited to, by satellite, the Internet or on-line service) except performances via (1) Licensee’s On-Campus Cable Television System, or (2) Licensee’s Internet Transmissions;
- (ii) commercial radio station(s);
- (iii) dramatic performance; to clarify, this license does not include the right to perform dramatico-musical works, either in whole or in substantial part, and it does not include the right to use the Compositions in any context that constitutes the exercise of “grand performance rights,” as defined as the right to perform a copyrighted musical composition that is also accompanied by one or more of the following:

- drama, scenery, narration, storyline, script, costumes, dance and dancers, props, dialogue, pantomime, actors, or plot;
- (iv) background music service providers or by any other services delivered by digital means or otherwise that are licensed by Company or by coin-operated phonorecord players (“Jukeboxes”), as defined by the Copyright Act in 17 U.S.C. § 116;
 - (v) Live musical performances, including but not limited to concerts, symphonies, recitals, or other similar performances, on the grounds of the University(ies) promoted by a third party (“Third-Party Live Concerts”);
 - (vi) Live Concerts occurring outside of the University(ies), except as part of educational or community outreach activities.
 - (vii) Championship Sporting Events held at Licensee’s University(ies), if there exists an agreement between Company and one or more third parties, including, without limitation, the NCAA, Bowl Championship Series, etc. (each, a “Pre-Existing Championship Sporting Event License”). If, however, a Pre-Existing Championship Sporting Event License does not exist with respect to any such Championship Sporting Event, the right to (x) publicly perform the Compositions at such Championship Sporting Events and (y) broadcast such Championship Sporting Events containing the Compositions via solely the Accepted Means shall be deemed granted hereunder.

(b) Company shall have the right, at its election and without limitation, to assign any of Company’s rights hereunder, in whole or in part, to any person, including, without limitation, to a parent company, affiliate or subsidiary. Company shall also have the right to assign or sublicense any of its rights hereunder to any of its licensees in order to effectuate the purposes hereof. Licensee may assign, without written consent of Company, its rights under this Agreement to any person or entity owning or acquiring a substantial portion of the stock or assets of Licensee. Licensee shall not have the right to transfer or assign this Agreement nor the rights granted herein without the written consent of Company except as set forth in the immediately preceding sentence. No permitted assignment by Licensee shall relieve Licensee of its obligations hereunder if the assignee fails to fulfill such obligations.

(c) This license is limited to the Territory.

5. License Fees

(a) In consideration for all rights granted herein Licensee shall pay to Company the applicable License Fee as calculated pursuant to the Rate Schedule, for each University owned or operated by Licensee. A copy of the current Rate Schedule is attached hereto, and incorporated herein, as Schedule A.

(b) For each Third-Party Live Concert performed at the University(ies), the third party shall be responsible for securing a license for the Compositions and paying the license to Company (“Third Party License Fee”). Licensee shall assist Company in securing the Third Party License Fee (e.g. provide contact, etc.). Should a Third-Party Live Concert occur on any of Licensee’s Universities and be co-presented by Licensee and a third party, Licensee shall pay the appropriate license fee unless the third party has paid the appropriate license fee under its license agreement with Company.

(c) Notwithstanding anything to the contrary contained in this Agreement, upon sending of written notice to Licensee by certified mail, Company shall have the right to adjust the rates set forth in the Rate Schedule. In the event that Licensee’s License Fee increases as a result of such adjustment to the Rate Schedule, Licensee shall have the right to terminate the Agreement as of the date such increase is to take effect, provided that Licensee gives Company written notice of such termination by certified mail, not later than thirty (30) days after receipt of Company’s notice of such increase to Licensee.

(d) Company shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, on any payment by Licensee that is more than thirty (30) days past due per the terms of the Rate Schedule A. Company shall have the right to impose a \$25.00 service charge for each unpaid or dishonored check, draft or other means of payment submitted to Company by Licensee. In the event that Company incurs any expenses in connection with the collection of any amounts past due to Company, including but not limited to reasonable attorney’s fees and outside collection agency costs, Licensee shall be responsible for reimbursing Company for such expenses.

(e) In the event that Company is determined by the taxing authority or courts of any state, territory or possession in which Licensee conducts its operation to be liable for the payment of sales, use, business use, gross receipts or other tax that is based on the amount of Company's fees from Licensee, then Licensee shall reimburse Company, within thirty (30) days of notification therefor, for Licensee's pro rata share of any such tax derived from fees received from Licensee.

(f) Licensee warrants and represents that Licensee has the right to enter into this Agreement and to satisfy its obligations hereunder to Company including pay the License Fees pursuant to the Rate Schedule for each and every University.

6. Reports and Payment

(a) In consideration of the Initial Term:

(i) Licensee shall deliver an annual report in a computer readable format (an "Annual Report") to Company no later than upon full execution of this Agreement.

(ii) Licensee shall pay the total License Fees within thirty (30) days of full-execution of this Agreement.

(b) In consideration of each Renewal Period:

(i) Licensee shall deliver an Annual Report to Company within thirty (30) days of the commencement of such Renewal Period (i.e., within thirty (30) days of each one (1) year anniversary of the Effective Date of this Agreement).

(ii) The License Fee for each Renewal Period must be made within thirty (30) days of the commencement of each such Renewal Period.

(c) The Annual Reports shall include:

(i) A list of all of Licensee's Universities, including their addresses;

(ii) Total current FTE;

(iii) A list of On-Campus Cable Television System operations;

(iv) A list of Campus Radio Station operations.

7. Right to Verify Reports

(a) Upon thirty (30) days prior written notice to Licensee, Company shall have the right to examine, by its duly authorized representatives, during customary business hours, the books and records of Licensee to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to Company's attention as a result of any examination shall be treated as confidential.

(b) Should any such examination reveal that Licensee has underpaid Company any License Fee obligation, Licensee shall pay to Company (i) the amount of such underpayment, (ii) a finance charge on the balance shown due of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the License Fees should have been paid pursuant to this Agreement, and (iii) in the event that such examination reveals that Licensee has underpaid Company any License Fee obligation by five percent (5%) or more, any reasonable costs incurred by Company to undertake such examination. The amounts payable pursuant to the preceding sentence shall be due within thirty (30) days' notice from Company of the additional fees due.

8. Indemnification

Licensee agrees to indemnify, hold harmless, and defend Company (which shall be deemed to include Company's parent company) and Company's officers, directors, employees, successors, and assigns, and each of them (the "Indemnified Parties"), from and against any and all claims, demands, or suits that may be made or brought against them or any of them, and the reasonable attorneys' fees and costs that the Indemnified Parties incur in defending such

claims, demands, or suits, arising out of Licensee's breach of any representation, warranty, or obligation hereunder. Company will promptly notify Licensee of any such claim, demand, or suit, and reasonably cooperate with Licensee with respect thereto.

9. Breach or Default

(a) Licensee shall not be entitled to recover damages or to terminate the Agreement by reason of any breach by Company of its material obligations, nor shall Company otherwise be deemed in default or breach of this Agreement by reason of any such breach, unless Company is given written notice thereof by Licensee and same is not cured within thirty (30) days after receipt of such notice. In the event Licensee terminates the Agreement pursuant to this paragraph, Licensee shall pay to Company any unpaid License Fees.

(b) Company shall not be entitled to recover damages or to terminate the Agreement by reason of any breach by Licensee of its material obligations, nor shall Licensee otherwise be deemed in default or breach of this Agreement by reason of any such breach, unless Licensee is given written notice thereof by Company and same is not cured within thirty (30) days after receipt of such notice. This right to terminate shall be available in addition to any and all other remedies that Company may have, including but not limited to the right to institute legal action for copyright infringement as permitted by the Copyright Act under 17 U.S.C. § 501.

10. Notices

All notices required or permitted to be given by either party to the other shall be deemed provided if sent by first class U.S. Mail, return receipt requested, or generally recognized expedited services where a receipt is received (e.g., FedEx) to the addresses set forth above. Company and Licensee shall notify the other in writing in the event of any address change. In addition, Licensee shall notify Company promptly of a change in the address of any of the Licensed Premises.

11. Confidentiality

Both parties acknowledge that the nature of this Agreement, the terms set forth in this Agreement and the non-public information provided by the parties to one another in the negotiation and carrying out of this Agreement (collectively, the "Confidential Information") are strictly confidential and both parties agree to keep the Confidential Information strictly confidential and to not disclose the Confidential Information to any third party without the prior written consent of both parties unless in response to legal action, and then upon prior written notice of five (5) business days and opportunity to respond to such legal process and protect Confidential Information, if permitted by law. The parties acknowledge that the Confidential Information is of great value to each party and if disclosed to third parties without the express written consent of the parties would cause irreparable harm. Accordingly, the parties agree that any breach or threatened breach of this confidentiality provision by either of them shall entitle the non-breaching party, in addition to any legal remedies available to it, to apply to a court of competent jurisdiction to enjoin any breach or threatened breach of this Agreement. The parties' obligations under this paragraph shall survive the expiration or termination of this Agreement. Both parties agree that after the Term of this Agreement, each party will destroy the Confidential Information provided by the other party if the providing party provides written notice requesting the receiving party to do so. Nothing herein contained, however, shall prevent (i) Company from using such information for the purpose of licensing or collecting fees from Licensee for performances of the Compositions at the University or (ii) Licensee from disclosing certain Confidential Information with third parties solely to the extent such disclosure is required by any applicable laws or regulations, provided that Licensee will provide Company with prior written notice of any required disclosures.

12. Miscellaneous

(a) This Agreement will be construed in accordance with the laws of the State of California with respect to contracts executed and fully performed there and is binding upon and inure to the benefit of the parties and their respective successors, heirs and assigns. All claims regarding this Agreement will be submitted to the exclusive jurisdiction of the state courts of California or to federal district courts located in Los Angeles County.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous and contemporaneous discussions, negotiations, covenants,

agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this agreement. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company unless confirmed by a written instrument signed by an authorized officer of Company, or binding upon Licensee unless confirmed by a written instrument signed by Licensee or Licensee's representative. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. Except as otherwise specifically set forth in this Agreement, all rights, options and remedies in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, option or right available to either party. The headings of the paragraphs hereof are for convenience only and shall not be deemed to in any way affect the scope or meaning of this Agreement or any portion thereof.

(c) Each and every provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise legally unenforceable, that shall not impair the operation or effect of any other portion of this Agreement, and any portion of this Agreement found to be unenforceable shall be severed, and the balance of the provisions of this Agreement shall remain in full force and effect.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. PDF and/or electronic signatures shall be binding for all purposes.

GLOBAL MUSIC RIGHTS, LLC

LICENSEE

BY: _____
An Authorized Representative

BY: _____
An Authorized Representative

SCHEDULE A

COLLEGES AND UNIVERSITIES RATE SCHEDULE

The License Fee shall be computed by multiplying the number of FTE by the License Fee rate per FTE (plus the Campus Radio Station fee and On-Campus Cable Television System fee if University has a Campus Radio Station or On-Campus Cable Television Systems) as follows:

a. Total # of Full Time Student Equivalent (FTE)	a. _____
b. License Fee rate per FTE:	b. \$0.30
c. On-Campus Cable Television System fee (if applicable)	c. \$175
d. Campus Radio Station fee (if applicable):	d. \$175
Total License Fees due ((a x b) + c + d if applicable)	\$ _____

The minimum annual license fee shall be \$500

For illustration purposes only, if a university has 5,000 FTE, and a Campus Radio Station (and no On-Campus Cable Television System), then the License Fee for such university would be \$1,675.00 for one year.

MISCELLANEOUS

Licensee shall pay the total License Fees (i.e., the License Fee for all Universities) for the Initial Term within thirty (30) days of full execution of this Agreement. The License fee for each Renewal Period must be made within thirty (30) days of the commencement of each such Renewal Period. In the event this Rate Schedule is completed with accurate data provided by Licensee at the time of execution of this Agreement, such completed Rate Schedule shall be deemed part of the Annual Report for the Initial Term only.

This schedule is incorporated and made part of the Agreement.

NOTICE TO ALASKA PROPRIETORS. Alaska law (Alaska Stat. § 45.45.500 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or within seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Global Music Rights: (1) *A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in rates on any basis, for which you may be eligible, and any scheduled increases or decreases in rates during the term of the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444; and (3) *Notice that the most recent available list of the members or affiliates represented by Company and the most recent available list of the copyrighted musical works in Company's repertoire will be available on electronic media through the Cabaret Hotel and Restaurant Retail Association at Company's expense.*

NOTICE TO ARKANSAS PROPRIETORS. Arkansas law (Ark. Code Ann. § 4-76-101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *At your request, the opportunity to review the most current available list of the members or affiliates represented by Company;* The most current listing of Company's members may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, on your written request and at your sole expense, the most current available listing of the copyrighted musical works in the performing rights society's repertoire;* Requests for the most current available listing of Company's repertoire can be made at <http://globalmusicrights.com>. and (4) *A toll-free number that you can use to obtain answers to specific questions concerning the performing rights society's repertoire.* Company's toll-free information hotline is 310-209-6444.

NOTICE TO COLORADO PROPRIETORS. Colorado law (C.R.S.A. § 6-13-101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) *A description of the rules and terms of royalty payments required under the contract;* The description of rules and terms of royalty payments is contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part of the contract. (2) *A schedule of the rates and a description of the terms of royalty payments required under agreements executed by the copyright owner or performing rights society;* These items are contained in paragraphs 1, 3, 4, and/or 5 of the agreement and the rate schedule attached thereto and made a part of the contract. (3) *Information concerning how to obtain a current list of the copyright owners represented by that society;* A current list of the copyright owners represented by Company and the works licensed under the contract above is available at <http://globalmusicrights.com>. and (4) *Failure to provide you with this information will entitle you to bring an action against or to assert a counterclaim in an action brought by this performing rights society and, if you prevail, to recover three times your actual damages or one thousand dollars (\$1,000.00), whichever is greater, plus your costs and reasonable attorney fees under C.R.S.A. § 6-13-104.*

NOTICE TO FLORIDA PROPRIETORS. Florida law (Fla. Stat. 501.93) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, and the basis upon which those rates were calculated;* Be advised that the rates and terms of Company's performance rights license & the basis upon which those rates were calculated, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertoire;* Any request for the most current list of the Company repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertoire may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. (4) *Notice that a copy of each form of contract or agreement offered by Company to a proprietor in this state will be made available upon request of any proprietor;* Any request for copies of Company contracts should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (5) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor;* (6) *Notice that you are entitled to the information provided in this notice, and that the failure of Company to provide this information is unlawful;* and (7) *Notice that you should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to Company's performance rights contract.*

NOTICE TO IDAHO PROPRIETORS. Idaho law (Idaho Code § 48-1301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing: (1) *Information as to whether specific copyrighted musical works are in Company's repertoire;* Company's toll-free information hotline is 310-209-6444. and (2) *The opportunity to review the most current available list of Company's members or affiliates.* The most current list of Company's affiliates may be accessed at <http://globalrights.com>.

NOTICE TO ILLINOIS PROPRIETORS. Illinois law (815 Ill. Comp. Stat. Ann. 637/1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire.* Requests for the most current list of the Company repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO INDIANA PROPRIETORS. Indiana law (Ind. Code § 32-37-2 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *A toll-free telephone number from which you may obtain answers to inquiries concerning musical works and copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. (3) *Notice that Company is in compliance with state and federal law and with orders of courts having jurisdiction over rates and terms of royalties and the licensing for public performance of copyrighted non-dramatic musical works;* and (4) *Notice that Company will make*

available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire. Any request for the most current list of the Company repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertoire may be accessed at <http://globalmusicrights.com>.

NOTICE TO IOWA PROPRIETORS. Iowa law (Iowa Code § 549.1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire;* Any request for the most current list of the Company repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertoire may be accessed at <http://globalmusicrights.com>. and (4) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*

NOTICE TO KANSAS PROPRIETORS. Kansas law (Kan. Stat. Ann. § 57-221 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under copyright law, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company.* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire.* Requests for the most current list of the copyrighted musical works in Company's repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO MARYLAND PROPRIETORS. Maryland law (Md. Code Ann., Com. Law § 11-1401 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* The rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *A schedule of the rates and terms of royalties under agreements executed by the performing rights society and proprietors of comparable businesses in the area;* Please contact Company at <http://www.globalmusicrights.com> or at 310-209-6444 to request this information. (3) *Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. (4) *In the case of a performing rights society which offers discounts to proprietors in the area on any basis, the amounts and terms of those discounts;* and (5) *Notice that you are entitled to the information provided in this notice, and that failure of Company to provide this information may make the contract unenforceable.*

NOTICE TO MICHIGAN PROPRIETORS. Michigan law (Mich. Comp. Laws § 445.2101 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract including, but not limited to, any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible and any schedule increases or decreases in fees during the term of the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company shall, upon your request and before entering into a contract with you, provide a schedule of the rates and terms of royalties under contracts executed by Company and proprietors of comparable businesses in the state within the past 12 months;* Any request for such a schedule should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (3) *Notice that Company has established an electronic database of its repertoire, a toll-free telephone number that can be used to answer inquiries regarding specific musical works licensed by Company and that Company shall provide, upon request and at cost, a copy of its most current lists of copyrighted musical works and members;* Company's toll-free information hotline is 310-209-6444. Any request for a copy of the most current list of Company's copyrighted musical works and members can be made at <http://globalmusicrights.com>. (4) *Notice of the fact that there are exemptions that may exclude you from liability under the copyright laws;* The United States Copyright Act is set forth at 17 U.S.C. § 101 et seq. Exemptions are set forth at 17 U.S.C. §§ 105-110. Please contact your attorney for advice as to the applicability of any exemptions to your premises. and (5) *Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation.*

NOTICE TO MINNESOTA PROPRIETORS. Minnesota law (Minn. Stat. § 325E.50 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. and (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertoire.* The Company repertoire may be requested at <http://globalmusicrights.com>.

NOTICE TO MISSOURI PROPRIETORS. Missouri law (Mo. Ann. Stat. § 436.150 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in fees during the term of the contract;* Be advised that the rates and terms of Company's royalties, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in fees during the term of the contract, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity to review, upon your request, the most currently available list of the copyright owners' licenses by Company at your premises;* and (3) *Notification of the method that you must use to obtain a listing of the copyrighted works licensed by contract, including the location of such listing of works licensed by Company and Company's toll-free information hotline number.* Company's repertoire can be accessed at <http://globalmusicrights.com>. A listing may be requested at the same address. Company's toll-free information hotline is 310-209-6444.

NOTICE TO NEW JERSEY PROPRIETORS. New Jersey law (N.J. Stat. Ann. § 56:3A-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract, and upon your request amounts and terms of any discounts offered to proprietors in your county;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertory;* Any request for the most current list of Company's repertory should be made at <http://globalmusicrights.com>. (3) *Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. and (4) *Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation of the Music Licensing Practices Act.*

NOTICE TO NEW YORK PROPRIETORS. New York law (N.Y. Arts & Cult. Aff. Law § 31.04) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates is available on-line and may be accessed at <http://globalmusicrights.com>.

(3) *Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense, or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory;* Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory is available at <http://globalmusicrights.com>. (4) *Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries regarding specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. and (5) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights for public performance are offered to any proprietor.*

NOTICE TO NORTH DAKOTA PROPRIETORS. North Dakota law (N.D. Cent. Code § 47-21.2-01 et seq.) requires Global Music Rights, ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company will provide information as to whether specific copyrighted musical works are in Company's repertoire* This information can be accessed by calling Company's toll-free hotline at 310-209-6444. and (2) *The opportunity to review the most current available list of Company's affiliates.* The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>.

NOTICE TO OKLAHOMA PROPRIETORS. Oklahoma law (Okla. Stat. Ann. tit. 15, § 790) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Please be advised that Global Music Rights' license agreement contains such a schedule of the rates and terms of royalties in paragraphs 1, 3, 4, and/or 5 of the contract, along with the rate schedule that is attached to the license and made a part of the contract. and (2) *Annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to this information.*

NOTICE TO OREGON PROPRIETORS. Oregon law (Or. Rev. Stat. Ann. § 647.700) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company will provide information as to whether specific copyrighted musical works are in the repertoire of Company;* Company's toll-free information hotline is 310-209-6444. (2) *The opportunity to review the most current available list of Company's affiliates;* The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>. and (3) *A schedule of the rates and terms of royalties under the contract, including any sliding scale or schedule for any increase or decrease of the rates for the duration of the contract.* Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO TEXAS PROPRIETORS. Texas law (Tex. Occ. Code Ann. § 2102 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertory;* and (4) *Notice that Company will identify the method for securing the list.* Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory may be accessed at <http://globalmusicrights.com>.

NOTICE TO UTAH PROPRIETORS. Utah law (Utah Code Ann. § 13-10a-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible;* and (2) *Any scheduled increases or decreases in fees during the term of the contract.* Be advised that the rates and terms of Company's performance rights license, including any discounts available and any scheduled increases or decreases, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO VIRGINIA PROPRIETORS. Virginia law (Va. Code Ann. § 59.1-460 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company has filed for public inspection, within the previous twelve months, with the State Corporation Commission (i) a certified copy of each form of performing rights contract or license agreement providing for the payment of royalties made available from Company to any Virginia proprietor; (ii) the most current available list of Company's members or affiliates; and (iii) the most current available listing of the copyrighted musical works in Company's repertory;* (2) *Company will make available, upon request, to any proprietor, by electronic means or otherwise, information as to whether specific copyrighted musical works are in its repertory;* Information as to whether specific copyrighted musical works are in Company's repertory can be

accessed by calling Company's toll-free information hotline at 310-209-6444. (3) *Company will make available, upon your written request, any of the information referred to in subdivision 1 of this section, at your sole expense, provided that such notice shall specify the means by which such information can be secured;* Any request for the list of Company affiliates or for Company's repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. and (4) *Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*

NOTICE TO WISCONSIN PROPRIETORS. Wisconsin law (Wis. Stat. Ann. § 100.206) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or between the time of the offer and seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *Notice that Company must file annually for public inspection with the Wisconsin Department of Agriculture, Trade, and Consumer Protection a certified copy of each document that is used at the time of the filing by Company to enter into a contract with a proprietor who operates a retail establishment or restaurant in this state; and a list, that is the most current list available at the time of the filing, of the copyright owners who are represented by Company and of the musical works licensed by Company;* (2) *Company must make available by telephone or other electronic means, upon your request, information as to whether a specific musical work is licensed under a contract entered into by the performing rights society and a copyright owner;* Company's toll-free information hotline is 310-209-6444. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request and your sole expense, any of the information required to filed under subdivision 1;* Any such request should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. and (4) *Notice that Company complies with any applicable federal law or court order that relates to the rates and terms of royalties to be paid by you or that relates to the circumstances or methods under which contracts subject to this section are offered to you.*

NOTICE TO WYOMING PROPRIETORS. Wyoming law (Wyo. Stat. Ann. § 40-13-301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) *A schedule of the rates and terms of royalties under the contract;* Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) *The opportunity, at your request, to review the most current available list of the affiliates represented by Company;* The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) *Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory;* The most current list of the Company repertory may be accessed at <http://globalmusicrights.com>. (4) *Notice that Company has a toll-free telephone number which you can use to obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company;* Company's toll-free information hotline is 310-209-6444. and (5) *Notice that Global Music Rights complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.*

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the Gymnasium Bleacher proposal by Carroll Seating, Inc., in the amount of **\$281,972.35**, as submitted.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3- 27.1 of the Illinois Community College Act]

COST ANALYSIS: Total **\$281,972.35**

Telescopic Platform with Folddown Metro Chairs.....**\$255,472.35**

NORTH ENDZONE: Add for 1 Bank 3 tier North (2 seating rows) x 50'0" with 20" Beam Mounted Fold Down Armless Metros with assist lift mechanisms adding 50 nets seats....**\$26,500**

Gym Bleachers

Main Floor East and West Telescopic Platforms:

Hussey "Maxam Plus "Wall Attached Telescopic Bleacher

All Plastic Fold Down Metro with lift assist mechanism

1 Banks 7 tier West (6 seating rows) x 102'6" with 20" Beam Mounted Fold Down Armless Metros with assist lift mechanisms with multiple building beam cutouts

1 Banks 5 tier East (4 seating rows) x 86'0" with 20" Beam Mounted Fold Down Armless Metros with assist lift mechanisms with multiple building beam cutouts

9 5/8" rise per row and 30" row space

4 aisles, 2 outboard at 3' and 2 inboard at 4'6" per each bank

Intermediate aisle steps with Auto Fold Aisle rail (multiple colors)

2 Ready Rail ends per bank (multiple colors)

2 Logo end curtain for each bank

Top row column cutouts around 4 building columns 32" wide x 10" deep

Net capacity 490 plus North end Total Capacity = 490 Our proposal includes upgrade of the building source power (120/208v, 20 amps, 60 Hz, 3 phase with 4 conductors + ground), shop drawings will be provided locating the required power. Lead-time upon receipt of approved shop drawings, color selections and field is 120 days +/-.

ATTACHMENTS: Carroll Seating proposal, drawings, and specifications

2105 Lunt, Elk Grove Village, IL 60007
 Phone: 847-434-0909 Fax: 847-434-0910

Proposal Number	CP114125
Proposal Type	
Date	8/20/2020

Project: Morton College Gym
 Architect: DKA
 Bid Date: 8/20/2020 2:00 PM
 Proposal For: Telescopic Platform with Folddown Metro Chairs

Morton College
 3801 S. Central Ave
 Cicero IL 60804

We are pleased to submit a proposal to remove and dispose of existing bleachers system and furnish and install new bleachers as manufactured by Hussey Seating of North Berwick Maine.

Hussey Sourcewell #091719-HSC
 Morton College Sourcewell #21411

Telescopic Platform with Folddown Metro Chairs

\$255,472.35

Main Floor East and West Telescopic Platforms:
 Hussey "Maxam Plus "Wall Attached Telescopic Bleacher
 All Plastic Fold Down Metro with lift assist mechanism
 1 Banks 7 tier West (6 seating rows) x 102'6" with 20" Beam Mounted Fold Down Armless
 Metros with assist lift mechanisms with multiple building beam cutouts
 1 Banks 5 tier East (4 seating rows) x 86'0" with 20" Beam Mounted Fold Down Armless Metros
 with assist lift mechanisms with multiple building beam cutouts
 9 5/8" rise per row and 30" row space
 4 aisles, 2 outboard at 3' and 2 inboard at 4'6" per each bank
 Intermediate aisle steps with Auto Fold Aisle rail (multiple colors)
 2 Ready Rail ends per bank (multiple colors)
 2 Logo end curtain for each bank
 Top row column cutouts around 4 building columns 32" wide x 10" deep
 Net capacity 490 plus North end

Total Capacity = 490

Our proposal includes upgrade of the building source power (120/208v, 20 amps, 60 Hz, 3 phase with 4 conductors + ground), shop drawings will be provided locating the required power. Lead-time upon receipt of approved shop drawings, color selections and field is 120 days +/-.

Alternates: NORTH ENDZONE

- 1. Add for 4 Maxam 1's in the North Endzone. adding 60 net seats\$11,750
- 2. Add for 1 Bank 3 tier North (2 seating rows) x 50'0" with 20" Beam Mounted Fold Down Armless Metros with assist lift mechanisms adding 50 nets seats.....\$26,500

Project Total: \$255,472.35

Our bid and price are conditioned on the use of the latest edition of AIA document A401 and attached "Rider A" as the terms for any resulting subcontract. An OCIP Policy for primary and noncontributory waiver of subrogation, if required, can be furnished at an additional cost. Please note that the submitted proposal utilizes Commercial General Liability (CGL) endorsements that are equal to CG2010 10/01 and CG2037 10/01. Additional costs up to 0.4%/yr may apply if actual CG2010 10/01 and CG2037 10/01 endorsements are mandated. In the event of any conflict between this proposal and the subcontract document, this proposal shall govern.

Prices quoted are good for 30 days!

If you have any questions concerning our proposal, please contact me.

Evan Carroll
Carroll Seating, Inc
ECarroll@carrollseating.com

RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR

FOR THE PROJECT KNOWN AS: Morton College Spectator Seating

8-20-2020

MADE A PART HEREOF AND ATTACHED HERETO

This Rider contains changes and additions to the above-referenced contract (the "Contract") between **Carroll Seating Company** ("Subcontractor") and **General Contractor** ("Contractor"). To the extent that the terms and conditions of this Rider conflict with terms and conditions of the Contract, the Rider shall control.

1. DELIVERY: **Carroll Seating Company** shall not be liable for any delay in performance due to unforeseen circumstances or due to causes beyond their control, including, but not limited to acts of nature, acts of government, labor disputes, delays in transportation or delays in delivery or inability to deliver by the manufacturer.

2. JOBSITE CONDITION: The **Contractor** warrants that the job site conditions will be prepared and ready to receive materials delivered by **Carroll Seating Company** and that the installation of said materials can commence immediately upon delivery. Unless otherwise agreed to in writing, the cost of unloading materials shall be included in the purchase price set forth in the Contract. Should the job site conditions be cause for delay for **Carroll Seating Company** to begin installation of materials, or delay in delivering materials, the **Contractor** agrees to pay an additional sum of money to cover all extra expenses necessary for extra (double) handling, moving, demurrage, or storage charges of materials. Architectural woodwork shall not be subjected to extremes of temperature and humidity. Relative humidity shall not be less than 25% or more than 55% under normal conditions. In any event, relative humidity and temperature during the time of installation should remain within the range to be maintained during occupancy. Relative humidity below 20% and above 80% is harmful to wood and wood products.

3. PRICING BASED ON DELIVERY DATE/ESCALATION: The **Contractor** shall not change the delivery date once materials have been scheduled for production and must give the **Subcontractor** written notice of a change in delivery date at least 90 days in advance from the original agreed upon scheduled delivery date. If the **Contractor** issues a change order causing a delivery date beyond 30 days from the originally scheduled delivery date the new delivery date shall constitute a new agreement in determining the appropriate change in the cost of materials and labor.

4. RETENTION CLAUSE: The retainage percentage withheld by the **Contractor** from progress payments to **Carroll Seating Company** shall not exceed the retainage percentage withheld by the **Owner** in its payment to the **Contractor**.

5. MECHANICS LIEN CLAUSES: **Carroll Seating Company** shall retain the right to assert mechanics' lien(s) for work that it has performed. Nothing in the **Contract** or this **Rider** shall be construed as a waiver of **Carroll Seating Company's** right to assert mechanics' lien(s) should the **Contractor** fail to pay **Carroll Seating Company** for the work performed.

6. OSHA CLAUSES: **Carroll Seating Company** shall not be liable for payment of any OSHA fines or penalties or for correction of unsafe working conditions due in part or in whole to acts of commission or omission on the part of the **Contractor**, **Architect**, or other subcontractors. **Contractor** agrees to **Carroll Seating Company** harmless from any such fines, penalties and correction of unsafe working conditions.

7. WAIVERS: **Carroll Seating Company** shall tender mechanics' lien waivers upon receipt of payment for the Work to which such waivers relate. In the event **Carroll Seating Company** submits a waiver before it receives payment the waiver will be held in trust by the **Contractor** until payment is received by **Carroll Seating Company** and shall not be effective or binding upon **Carroll Seating Company** until **Carroll Seating Company** receives the payment.

8. Notwithstanding any provision of the contract between **Carroll Seating Company** and the **Contractor** to the contrary, **Carroll Seating Company** shall only be obligated to defend, indemnify or save harmless the **Contractor** and **Owner** for such losses, damages, claims and the like for which **Carroll Seating Company** has insurance coverage, and then only to the extent of such insurance coverage.

9. SERVICES: The **Contractor** shall provide sufficient temporary electric, heat and water for the use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. This includes any temporary heat in areas where any wood products have to be stored onsite due to installation areas not being ready.

10. CLEANUP: The **Contractor** shall provide dumpsters for use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. No dumpster charges shall be accepted by **Carroll Seating Company** unless agreed to in writing.

11. PAYMENT and PERFORMANCE BONDS: Unless the **Contract** requires **Carroll Seating Company** to obtain payment and/or performance bonds, the **Owner** and the **Contractor** shall be responsible for obtaining and paying for such bonds. If the **Contract** requires **Carroll Seating Company** to obtain payment and/or performance bonds, **Carroll Seating Company** shall obtain such bonds but only pay the premium attributable to the initial contract price. If the premium charged for such bonds increases as a result of changes in the original contract price, the **Owner** or the **Contractor** shall pay the increase in the premium. The **Owner** and the **Contractor** shall make any requests for payment and performance bonds at least ten days before **Carroll Seating Company** commences work. It is understood **Carroll Seating Company** will only furnish the standard AIA document 311 or 312 Performance Bond.

12. EXTRAS: **Contractor** shall sign each field "extra work order" for time and material extras to verify hours and materials used. No additional work shall be performed without this "extra work order". **Contractor** agrees to pay the following rates for extra work.

Carpenters per hour	\$	<u>135</u>
Foreman per hour	\$	<u>145</u>

Contractor also agrees to pay the cost of materials used by **Carroll Seating Company** in the performance of extra work. Payments for extra work orders shall be made in the same manner as payments are made on the contract.

13. BACKCHARGES: **Contractor** agrees that it will give **Carroll Seating Company** sufficient advance notice, but in no event less than 48 hours in writing to permit **Carroll Seating Company** to correct the work that the **Contractor** contends warrants a backcharge. The **Contractor** must have the backcharge signed by the **Carroll Seating Company** project manager. In the event the **Contractor** does not give sufficient advance notice, the **Contractor** shall not be entitled to the backcharge. The **Contractor** agrees that in the event it decides to issue a backcharge, it shall do so within two weeks after the occurrence giving rise to the backcharge.

14. DIMENSION AND DELIVERY INFORMATION: If accurate field dimensions cannot be taken prior to fabrication, the **Contractor** will sign off to the field measurements per the architects' drawings or manufacturers' shop drawing. This will be done prior to fabrication. Any changes which results in equipment not fitting and requires further attention and costs will be the responsibility of the **Contractor**.

15. Notwithstanding any provision of the contract between **Carroll Seating Company** and the **Contractor** to the contrary, **Carroll Seating Company** shall only be obligated to carry and have in force and effect such insurance in such limits as described in the certificate of insurance attached hereto. The **General Contractor** hereby represents and warrants to **Carroll Seating Company** that the **Owner** has adequate builder's risk insurance for the project. In no event shall **Carroll Seating Company** waive any rights of subrogation.

16. Carroll Seating Company shall only be bound by the terms and provisions of the **General Contractor's** contract with others if the **General Contractor** delivers to **Carroll Seating Company** a true, complete and accurate copy of such contract and **Carroll Seating Company**, prior to its execution of this Rider, returns such contract to the **General Contractor** bearing **Carroll Seating Company's** president's initials on each page thereof; in no event, however, will **Carroll Seating Company** be bound by any "waiver of right to jury trial", "no lien" or "liquidated damages for delay" clauses by other such similar provisions in any contract between the **General Contractor** and others.

17. Notwithstanding any provision in any subcontract between **Carroll Seating Company** and the **General Contractor** which states that a condition precedent to the **General Contractor's** obligation to pay **Carroll Seating Company** is the **General Contractor's** receipt from others of payment for the work, services or material provided or performed by **Carroll Seating Company**, sometimes referred to as a "pay when paid" or "pay if paid" clause, the **General Contractor** shall pay **Carroll Seating Company** for all work, service or materials performed or provided by **Carroll Seating Company** within 30 days of **Carroll Seating Company's** invoice to the **General Contractor** for the same. All past due invoices are subject to a 1½% monthly finance charge, which yields an annual interest rate of 18%.

18. In the event **Carroll Seating Company** must enforce any of the terms and provisions of the contract or this Rider, including but not limited to the **General Contractor** for any work, service or material described herein, **Carroll Seating Company** shall be entitled to collect from the **General Contractor** all costs and expenses, including reasonable attorney's fees, it incurs in connection therewith.

Carroll Seating Company waives subrogation only for loss of tools or its equipment on the jobsite.



husseyseating™
 YOUR PARTNER FOR SEATING SOLUTIONS

38 DYER STREET EXT.
 NORTH BERWICK, ME. 03906
 TELEPHONE: (207) 676-2271 FAX: (207) 676-2222

IMPORTANT
 THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING Co. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

- DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION SHOWN. INSURE THAT ALL FIELD CHECKED INTERMEDIATE DIMENSIONS EQUAL THEIR CORRESPONDING OVERALL DIMENSION, AND RETURN THIS DRAWING WITH THE APPROPRIATE SIGNATURES FOR FURTHER ACTION.
- HUSSEY SEATING Co. WILL ASSUME RESPONSIBILITY FOR MANUFACTURING AND SUPPLYING PRODUCT ACCORDING TO THIS DRAWING AND APPROVAL.
- THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN ±1/8" IN 8'-0" AND THAT THE FLOORING IS CONTINUOUS.
- THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING Co. INTERPRETATION OF: **ILLINOIS/IBC 2015**. IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LINE PROVIDED: IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING Co. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
- HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE IT'S PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR IT'S PERFORMANCE.

BANK SUMMARY
 BANK: A - EAST SIDE
 MODEL: MAXAM PLUS
 RISE: 9 5/8"
 ROW SPACING: 30"
 TIERS: 5

REV.	CHK	DATE	DESCRIPTION

REVISIONS

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)
 FLOOR CONSTRUCTION: WOOD
 WALL CONSTRUCTION: CONCRETE BLOCK
 ATTACHMENT TYPE: FLOOR ATTACHED

Field Check By: _____ Date: _____ Approval By: _____ Date: _____

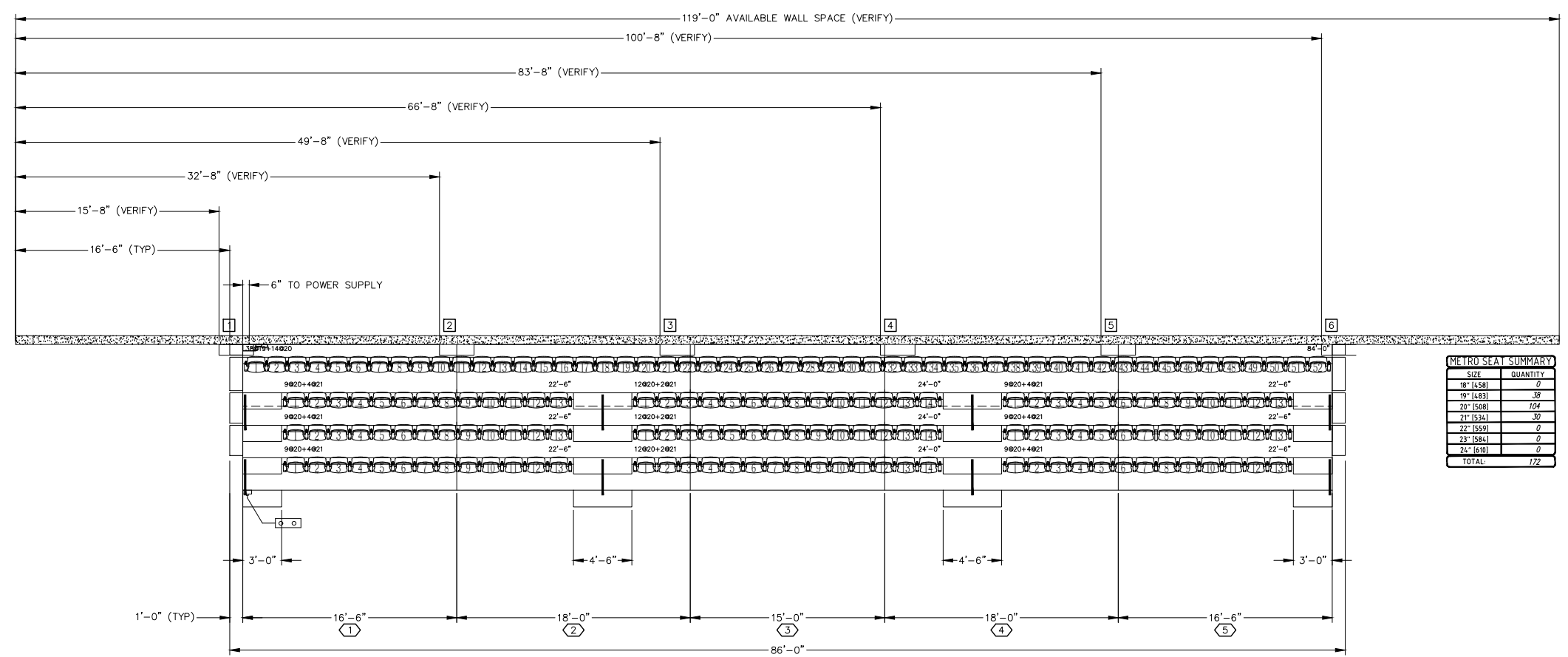
PLAN OF SEATING: BANK A - EAST SIDE
MORTON COLLEGE
3801 S CENTRAL AVE, IL

DRAWN BY: **HUSSEY** DATE: **8/3/2020**

CHKD BY: **X** DATE: **X**

SCALE: **AS NOTED**

CAD NO. Q490793-4	JOB NO. Q490793-4	DRAWING NO. C-689539
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METRO SEAT SUMMARY

SIZE	QUANTITY
18" (483)	0
19" (483)	38
20" (508)	104
21" (534)	32
22" (559)	0
23" (584)	0
24" (610)	0
TOTAL:	172

INTEGRAL POWER SUMMARY

BANK LETTER	NO. OF MOTORS	PWR FRAME MODEL	CONTROL: PENDANT/KEY	POWER SUPPLY LOCATION	POWERED TIER
A	5	PF2	PENDANT	6"	1

POWER SPECIFICATIONS

POWER SUPPLY DETAIL: (STANDARD)

CONTROL BOX PROVIDED BY HSC & TOIBBS [457] ABOVE FLOOR. CONNECTION BY _____

MANUAL LOCKING DISCONNECT NON-FUSED (BY E.C.) SEATING POWER SUPPLY (BY E.C.) SEE ELECTRICAL SPECIFICATIONS

ELECTRICAL SPECIFICATIONS:

EACH MOTOR: 1/2HP, 120/208V, THREE PHASE, 1.25 SERVICE FACTOR
 REF. INTEGRAL POWER SUMMARY CHART FOR QUANTITIES.
 POWER SUPPLY: (SUPPLIED BY ELECTRICAL CONTRACTOR)(E.C.)
 120/208 VOLTS, 20 AMPS, 3 PHASE, 4 CONDUCTORS + GROUND
 MAXIMUM ALLOWABLE FULL LOAD VOLTAGE DROP IS 4 %.

A - EAST SIDE
PLAN OF SEATING
 3/16" = 1'

FLEX ROW SCHEDULE
 NO FLEX ROWS

GROSS SEATS = 280
 Net Seats = 172

- POWER SUPPLY (FLOOR MOUNTED) [] = VALUE IN MILLIMETERS NON-USEABLE SEAT
- INDICATES CUT MODULE CONTOUR PLASTIC BACKREST WOOD BACKREST
- KEY SWITCH CONTROL (SEE DETAIL) HATCHWAY "PFe" PENDANT CONTROL

LEGEND

<input type="checkbox"/> SELF STORING RAILED END (SEE DETAIL)	<input type="checkbox"/> AISLE STEP	<input type="checkbox"/> TELESCOPIC SEATING IN CLOSED POSITION
<input checked="" type="checkbox"/> INDICATES SECTION NUMBER FOR BANK	<input type="checkbox"/> WHEELCHAIR ACCESS SPACE (36" W x 48" D)	<input type="checkbox"/> POWER SUPPLY (WALL MOUNTED)
<input type="checkbox"/> FOOT LEVEL AISLE	<input type="checkbox"/> COMPANION SEAT (18" W)	<input type="checkbox"/> PENDANT CONTROL
<input type="checkbox"/> AISLE HAND RAIL	<input type="checkbox"/> COMPANION SPACE (24" W)	<input type="checkbox"/> END PANEL



husseyseating™

YOUR PARTNER FOR SEATING SOLUTIONS
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-2222

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING Co. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

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2. HUSSEY SEATING Co. WILL ASSUME RESPONSIBILITY FOR MANUFACTURING AND SUPPLYING PRODUCT ACCORDING TO THIS DRAWING AND APPROVAL.
3. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN $\pm 1/8"$ IN 8'-0" AND THAT THE FLOORING IS CONTINUOUS.
4. THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING Co. INTERPRETATION OF: **ILLINOIS/IBC 2015**
IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LINE PROVIDED:
IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING Co. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
5. HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE IT'S PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR IT'S PERFORMANCE.

BANK SUMMARY

BANK: A - EAST SIDE
MODEL: MAXAM PLUS

RISE: 9 5/8"
ROW SPACING: 30"
TIERS: 5

REV. CHK DATE DESCRIPTION

REVISIONS

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: WOOD
WALL CONSTRUCTION: CONCRETE BLOCK
ATTACHMENT TYPE: FLOOR ATTACHED

Field Check By: _____ Date: _____ Approval By: _____ Date: _____

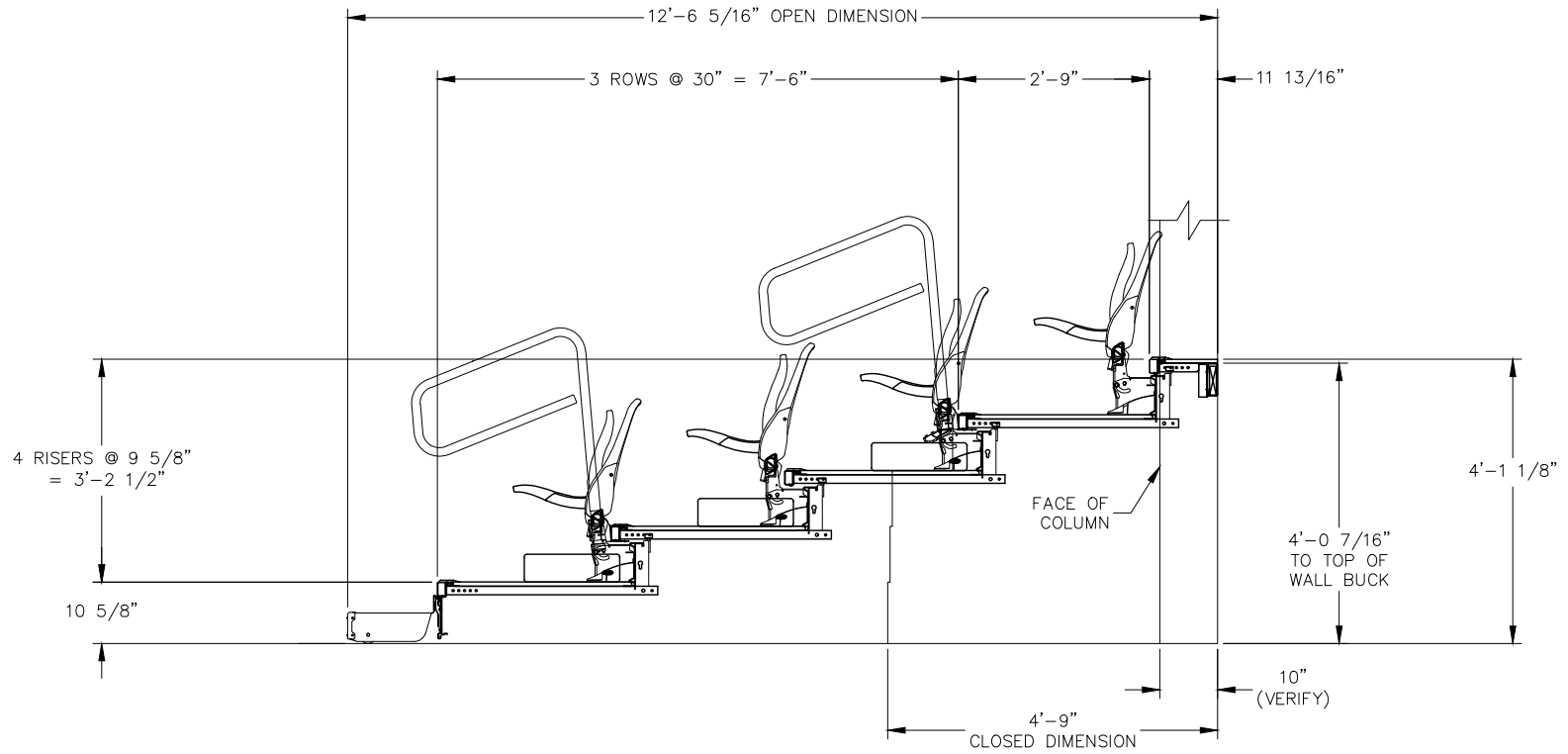
**SECTION VIEWS: BANK A - EAST SIDE
MORTON COLLEGE
3801 S CENTRAL AVE, IL**

DRAWN BY: HUSSEY DATE: 8/3/2020

CHKD BY: X DATE: X

SCALE: AS NOTED

CAD NO. Q490793-4	JOB NO. Q490793-4	DRAWING NO. C-689539
----------------------	----------------------	-------------------------



A - EAST SIDE
SECTION 1
3/4" = 1' SC01

IMPORTANT
 THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING Co. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

- DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION SHOWN. INSURE THAT ALL FIELD CHECKED INTERMEDIATE DIMENSIONS EQUAL THEIR CORRESPONDING OVERALL DIMENSION, AND RETURN THIS DRAWING WITH THE APPROPRIATE SIGNATURES FOR FURTHER ACTION.
- HUSSEY SEATING Co. WILL ASSUME RESPONSIBILITY FOR MANUFACTURING AND SUPPLYING PRODUCT ACCORDING TO THIS DRAWING AND APPROVAL.
- THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN ±1/8" IN 8'-0" AND THAT THE FLOORING IS CONTINUOUS.
- THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING Co. INTERPRETATION OF: **ILLINOIS/IBC 2015**
 IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LINE PROVIDED:
 IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING Co. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
- HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE ITS PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR ITS PERFORMANCE.

BANK SUMMARY

BANK: B
 MODEL: MAXAM PLUS
 RISE: 9 5/8"
 ROW SPACING: 30"
 TIERS: 7

REV.	CHK	DATE	DESCRIPTION

REVISIONS

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: WOOD
 WALL CONSTRUCTION: CONCRETE BLOCK
 ATTACHMENT TYPE: FLOOR ATTACHED

Field Check By: _____ Date: _____
 Approval By: _____ Date: _____

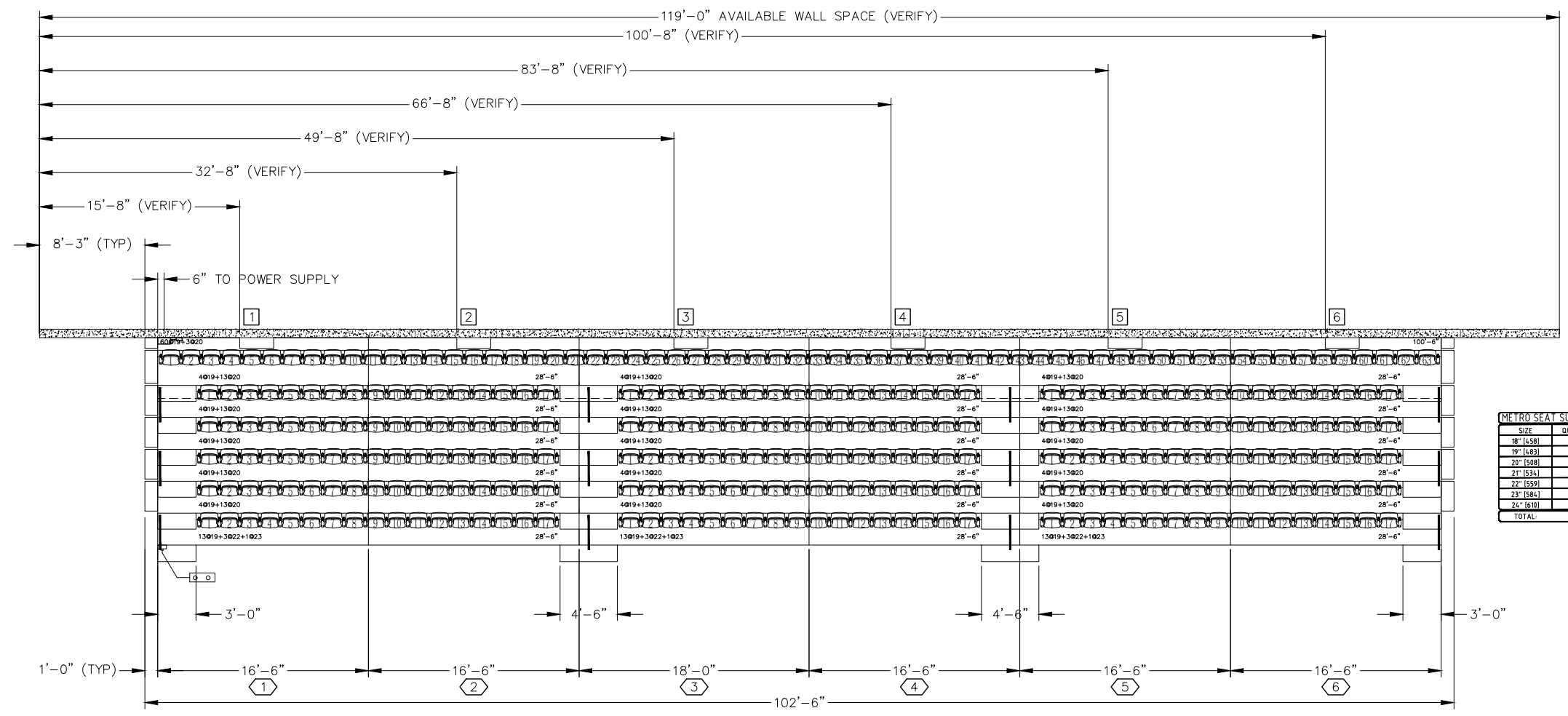
**PLAN OF SEATING: BANK B
 MORTON COLLEGE
 3801 S CENTRAL AVE, IL**

DRAWN BY: HUSSEY DATE: 7/31/2020

CHKD BY: X DATE: X

SCALE: AS NOTED

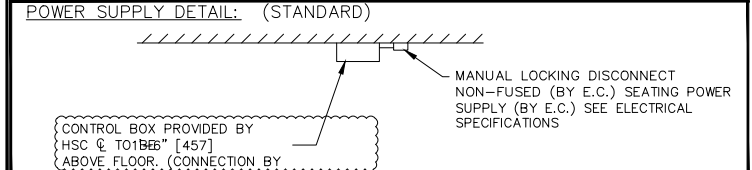
CAD NO.	JOB NO.	DRAWING NO.
Q490793-3	Q490793-3	C-688995



INTEGRAL POWER SUMMARY

BANK LETTER	NO. OF MOTORS	PWR FRAME MODEL	CONTROL: PENDANT/KEY	POWER SUPPLY LOCATION	POWERED TIER
B	6	PF3	PENDANT	6"	1

POWER SPECIFICATIONS



ELECTRICAL SPECIFICATIONS:

EACH MOTOR: 1/2HP, 120/208V, THREE PHASE, 1.25 SERVICE FACTOR
 REF. INTEGRAL POWER SUMMARY CHART FOR QUANTITIES.
 POWER SUPPLY: (SUPPLIED BY ELECTRICAL CONTRACTOR)(E.C.)
 120/208 VOLTS, 20 AMPS, 3 PHASE, 4 CONDUCTORS + GROUND
 MAXIMUM ALLOWABLE FULL LOAD VOLTAGE DROP IS 4 %

**B
 PLAN OF SEATING
 3/32" = 1'**

**FLEX ROW SCHEDULE
 NO FLEX ROWS**

GROSS SEATS = 469
 Net Seats = 0

- POWER SUPPLY (FLOOR MOUNTED) [] = VALUE IN MILLIMETERS NON-USEABLE SEAT
- INDICATES CUT MODULE CONTOUR PLASTIC BACKREST WOOD BACKREST
- KEY SWITCH CONTROL (SEE DETAIL) HATCHWAY "PFe" PENDANT CONTROL

LEGEND

- SELF STORING RAILED END (SEE DETAIL)
- INDICATES SECTION NUMBER FOR BANK
- FOOT LEVEL AISLE
- AISLE HAND RAIL
- AISLE STEP
- WHEELCHAIR ACCESS SPACE (36" W x 48" D)
- COMPANION SEAT (18" W)
- COMPANION SPACE (24" W)
- TELESCOPIC SEATING IN CLOSED POSITION
- POWER SUPPLY (WALL MOUNTED)
- PENDANT CONTROL
- END PANEL



husseyseating™

YOUR PARTNER FOR SEATING SOLUTIONS
 38 DYER STREET EXT.
 NORTH BERWICK, ME. 03906
 TELEPHONE: (207) 676-2271 FAX: (207) 676-2222

IMPORTANT

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3. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN $\pm 1/8"$ IN $8'-0"$ AND THAT THE FLOORING IS CONTINUOUS.
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5. HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE IT'S PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR IT'S PERFORMANCE.

BANK SUMMARY

BANK: B
 MODEL: MAXAM PLUS
 RISE: 9 5/8"
 ROW SPACING: 30"
 TIERS: 7

REV. CHK DATE DESCRIPTION

REVISIONS

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: WOOD
 WALL CONSTRUCTION: CONCRETE BLOCK
 ATTACHMENT TYPE: FLOOR ATTACHED

Field Check By: _____ Date: _____ Approval By: _____ Date: _____

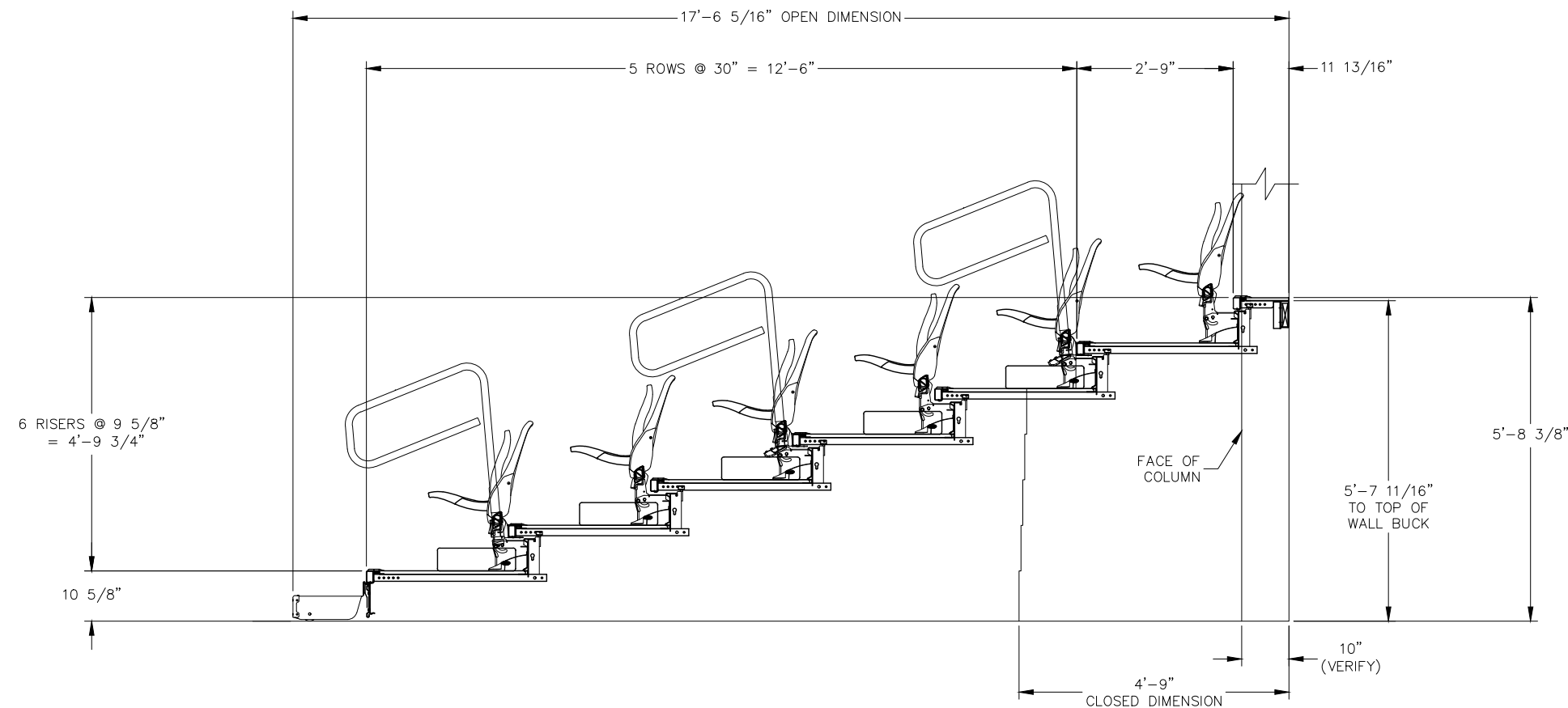
SECTION VIEWS: BANK B
MORTON COLLEGE
3801 S CENTRAL AVE, IL

DRAWN BY: HUSSEY DATE: 7/31/2020

CHKD BY: X DATE: X

SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
Q490793-3	Q490793-3	C-688995



B
 SECTION
 3/8" = 1'
 1
 SC01

From: [John W. Treiber](#)
To: [Maria Sanchez Anderson](#)
Cc: [Stan Fields](#); [Ana L. Valdez](#)
Subject: Board Action Requests for BB and SB Scoreboards
Date: Thursday, August 13, 2020 10:47:26 PM
Attachments: [Correct Letter.pdf](#)
[Morton College SB Quote #05130939-20.pdf](#)
[Morton College BA Quote #05131011-20.pdf](#)
[REQUEST FOR BOARD ACTION SB Scoreboard.docx](#)
[REQUEST FOR BOARD ACTION BB Scoreboard.docx](#)
[OutlookEmoji-1567566740237_Panthers.png](#)

Maria,

I have attached the Board Action requests for the baseball and softball scoreboards, as well as the sole source letter. Let me know if I need anything else and who I send this to.

Best Regards,

John Treiber, M.Ed.

Athletic Director

Email: john.treiber@morton.edu

Phone: 708.656.8000 ext. 2370

Office: 101-D

Morton College

3801 S. Central Ave.

Cicero, IL. 60804



From: becky@correctdd.com <becky@correctdd.com>

Sent: Tuesday, June 16, 2020 10:01 AM

To: John W. Treiber

Cc: 'David Scott'

Subject: Baseball & Softball Scoreboards / Letter of Appointment - OES/Correct Digital Displays

John,

Attached is the letter of appointment from OES as well as the baseball & softball scoreboard quotes.

Thanks!

Becky Stewart

Project Coordinator

Correct Digital Displays, Inc.

www.correctdd.com

3677 IL State Route 71

Sheridan, IL 60551

815.695.1000

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the Baseball Scoreboard proposal by Correct Digital Displays, in the amount of **\$43,798**, as submitted.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3- 27.1 of the Illinois Community College Act]

COST ANALYSIS: Total \$43,798

Baseball Scoreboard

Qty (1) OES model **#7222** 9-inning LED baseball scoreboard with electronic team names (includes matte Royal Blue paint for enclosure)

Qty (1) Top mounted illuminated channel letter truss (final artwork to be approved)

Qty (1) OES model **#ISC9000** 120v powered wireless scoreboard controller (includes heavy-duty controller case)

Qty (1) Outdoor wireless receiver kit

Freight for above options included

Installation

We will provide all miscellaneous materials and union electrical labor to complete the following: We will receive the scoreboard/sign at our shop; we will deliver the scoreboard/sign to the job site; we will uncrate the scoreboard/sign and remove the crating off-site; we will JULIE the site and auger the required holes; we will provide and pour concrete; will provide the steel I-Beams, primed and painted black; we will permanently mount the scoreboard/signs; we will ground the scoreboard and I-Beams from the base up; we will connect to power provided by others; we will program the controller, test complete and demonstrate.

ATTACHMENTS: Correct Digital Displays, proposal and sole source letter.

LETTER OF APPOINTMENT

Date: May 1st, 2020

To Whom It May Concern

OES Inc., with its principal place of business being 4056 Blakie Road, London, Ontario, Canada, N6L 1P7 hereby confirms that we have appointed

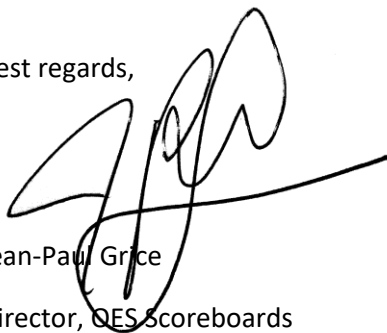
Correct Digital Displays
3677 IL State Route 71
Sheridan, IL 60551

as our exclusive distributor for the states of Illinois and Wisconsin USA being entitled to offer, sell, service, and repair the full line of scoring and timing equipment, scoreboards, LED video displays, and accessory products manufactured and/or sold by OES Inc. under the brand name "OES Scoreboards".

This agreement is valid until further notice.

If you have any questions please do not hesitate to contact me.

Best regards,



Jean-Paul Grice

Director, OES Scoreboards

519-652-5833 ext. 120

jpgrice@oes-inc.com



THE AUTHORIZED DEALER OF OES ELECTRONIC SCOREBOARDS

MESSAGE DISPLAYS – SALES & LEASING – CUSTOM INSTALLATION – ON SITE SERVICE

3677 IL State Route 71, Sheridan, IL 60551 www.correctdd.com Phone: 815-695-1000 Fax: 815-496-2777

Proposal

May 13, 2020

Morton College
John Treiber, M.Ed. – Athletic Director
John.treiber@morton.edu

Quote #05131011-20 – Baseball Scoreboard

Please consider the sale, delivery and installation of the following:

Baseball Scoreboard

- Qty (1) OES model #7222 9-inning LED baseball scoreboard with electronic team names (includes matte Royal Blue paint for enclosure)
- Qty (1) Top mounted illuminated channel letter truss (final artwork to be approved)
- Qty (1) OES model #ISC9000 120v powered wireless scoreboard controller (includes heavy-duty controller case)
- Qty (1) Outdoor wireless receiver kit
- Freight for above options included

Installation

We will provide all miscellaneous materials and union electrical labor to complete the following: We will receive the scoreboard/sign at our shop; we will deliver the scoreboard/sign to the job site; we will uncrate the scoreboard/sign and remove the crating off-site; we will JULIE the site and auger the required holes; we will provide and pour concrete; will provide the steel I-Beams, primed and painted black; we will permanently mount the scoreboard/signs; we will ground the scoreboard and I-Beams from the base up; we will connect to power provided by others; we will program the controller, test complete and demonstrate.

Total Baseball Scoreboard (Sold, delivered & installed) – \$ 43,798.00 _____accepted

Sound System

- (3) Danley Sound Labs #Go2 8CX loudspeaker
- (1) Danley Sound Labs #OS80 loudspeaker
- (1) Danley Sound Labs #DNA5K4C amplifier
- (1) Danley Sound Labs #OS115 subwoofer
- (1) Audio Associates Package –
Includes: Wall mount rack (for amplifier), announcer control center, mic, desk stand & cables
- Freight & Installation included

Total (Sold, delivered & installed) – \$ 17,780.00 _____accepted

AS A REMINDER TO THE OWNER (CORRECT DIGITAL DISPLAYS, INC. PROVIDES 100% SUPPORT OF ALL SCOREBOARD PRODUCTS FOR A LIFETIME. WE HAVE ALL PARTS IN STOCK AND CAN PROVIDE **ON-SITE** SERVICE IF REQUESTED.)

Permit, application, inspection and/or engineering fees, if required, are by others.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above work. Customer shall be liable for all reasonable attorney's fees, court costs, finance charges, and expenses that may be incurred as a result of failure to make payment. Correct Digital Displays, Inc. pays all applicable state sales taxes. All equipment remains the property of Correct Digital Displays, Inc. until paid in full. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: **TOTAL CONTRACT ----- \$ AS TAKEN ABOVE**

Payment terms are as follows:

50% upon placement of order
Final 50% upon completion
Finance charges will apply (1 1/2% monthly) unless previously arranged.

Respectfully submitted by: David Scott

David Scott
Project Manager

SCOREBOARD COLOR SELECTIONS

****PLEASE INDICATE or REVIEW YOUR SCOREBOARD CABINET color choice.**

- Black** **Navy Blue (RAL 5013)** **Royal Blue (RAL 5017)**
- Forest Green (RAL 6009)** **Olive Green (RAL 6003)** **Grass Green (RAL 6029)**
- Red (RAL 3002)** **Maroon (RAL 3007)** **Orange (RAL 2010)**
- Dark Purple (RAL 4007)** **Custom** _____

****PLEASE INDICATE or REVIEW YOUR SCOREBOARD LED color choice.**

- Red** **White** **Yellow (amber)** **Green (additional charges will apply)**
- Blue (additional charges will apply)**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to purchase above equipment and do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PURCHASE ORDER #: _____ TAX EXEMPT #: _____

****PLEASE PROVIDE YOUR DESIRED DELIVERY DATE:** _____

From: [John W. Treiber](#)
To: [Maria Sanchez Anderson](#)
Cc: [Stan Fields](#); [Ana L. Valdez](#)
Subject: Board Action Requests for BB and SB Scoreboards
Date: Thursday, August 13, 2020 10:47:26 PM
Attachments: [Correct Letter.pdf](#)
[Morton College SB Quote #05130939-20.pdf](#)
[Morton College BA Quote #05131011-20.pdf](#)
[REQUEST FOR BOARD ACTION SB Scoreboard.docx](#)
[REQUEST FOR BOARD ACTION BB Scoreboard.docx](#)
[OutlookEmoji-1567566740237_Panthers.png](#)

Maria,

I have attached the Board Action requests for the baseball and softball scoreboards, as well as the sole source letter. Let me know if I need anything else and who I send this to.

Best Regards,

John Treiber, M.Ed.

Athletic Director

Email: john.treiber@morton.edu

Phone: 708.656.8000 ext. 2370

Office: 101-D

Morton College

3801 S. Central Ave.

Cicero, IL. 60804



From: becky@correctdd.com <becky@correctdd.com>

Sent: Tuesday, June 16, 2020 10:01 AM

To: John W. Treiber

Cc: 'David Scott'

Subject: Baseball & Softball Scoreboards / Letter of Appointment - OES/Correct Digital Displays

John,

Attached is the letter of appointment from OES as well as the baseball & softball scoreboard quotes.

Thanks!

Becky Stewart

Project Coordinator

Correct Digital Displays, Inc.

www.correctdd.com

3677 IL State Route 71

Sheridan, IL 60551

815.695.1000

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REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of the Softball Scoreboard proposal by Correct Digital Displays, in the amount of **\$40,995**, as submitted.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 1 10, Act 805, section 3- 27.1 of the Illinois Community College Act]

COST ANALYSIS: Total \$40,995

Baseball Scoreboard

Qty (1) OES model **#7930** 7-inning LED baseball scoreboard with electronic team names (includes matte Royal Blue paint for enclosure)

Qty (1) Top mounted illuminated channel letter truss (final artwork to be approved)

Qty (1) OES model **#ISC9000** 120v powered wireless scoreboard controller (includes heavy-duty controller case)

Qty (1) Outdoor wireless receiver kit

Freight for above options included

Installation

We will provide all miscellaneous materials and union electrical labor to complete the following: We will receive the scoreboard/sign at our shop; we will deliver the scoreboard/sign to the job site; we will uncrate the scoreboard/sign and remove the crating off-site; we will JULIE the site and auger the required holes; we will provide and pour concrete; will provide the steel I-Beams, primed and painted black; we will permanently mount the scoreboard/signs; we will ground the scoreboard and I-Beams from the base up; we will connect to power provided by others; we will program the controller, test complete and demonstrate.

ATTACHMENTS: Correct Digital Displays, proposal and sole source letter.

LETTER OF APPOINTMENT

Date: May 1st, 2020

To Whom It May Concern

OES Inc., with its principal place of business being 4056 Blakie Road, London, Ontario, Canada, N6L 1P7 hereby confirms that we have appointed

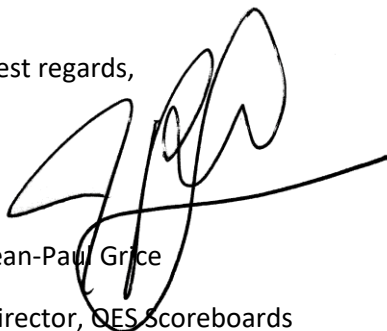
Correct Digital Displays
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This agreement is valid until further notice.

If you have any questions please do not hesitate to contact me.

Best regards,



Jean-Paul Grice

Director, OES Scoreboards

519-652-5833 ext. 120

jpgrice@oes-inc.com



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3677 IL State Route 71, Sheridan, IL 60551 www.correctdd.com Phone: 815-695-1000 Fax: 815-496-2777

Proposal

May 13, 2020

Morton College
John Treiber, M.Ed. – Athletic Director
John.treiber@morton.edu

Quote #05130939-20 – Softball Scoreboard

Please consider the sale, delivery and installation of the following:

Softball Scoreboard

- Qty (1) OES model #7930 7-inning LED softball scoreboard with electronic team names (includes matte Royal Blue paint for enclosure)
- Qty (1) Top mounted illuminated channel letter truss (final artwork to be approved)
- Qty (1) OES model #ISC9000 120v powered wireless scoreboard controller (includes heavy-duty controller case)
- Qty (1) Outdoor wireless receiver kit
- Freight for above options included

Installation

We will provide all miscellaneous materials and union electrical labor to complete the following: We will receive the scoreboard/sign at our shop; we will deliver the scoreboard/sign to the job site; we will uncrate the scoreboard/sign and remove the crating off-site; we will JULIE the site and auger the required holes; we will provide and pour concrete; will provide the steel I-Beams, primed and painted black; we will permanently mount the scoreboard/signs; we will ground the scoreboard and I-Beams from the base up; we will connect to power provided by others; we will program the controller, test complete and demonstrate.

Total Softball Scoreboard (Sold, delivered & installed) – \$ 40,995.00 _____accepted

Sound System

- (3) Danley Sound Labs #Go2 8CX loudspeaker
- (1) Danley Sound Labs #OS80 loudspeaker
- (1) Danley Sound Labs #DNA5K4C amplifier
- (1) Danley Sound Labs #OS115 subwoofer
- (1) Audio Associates Package –
Includes: Wall mount rack (for amplifier), announcer control center, mic, desk stand & cables
- Freight & Installation included

Total (Sold, delivered & installed) – \$ 17,780.00 _____accepted

AS A REMINDER TO THE OWNER (CORRECT DIGITAL DISPLAYS, INC. PROVIDES 100% SUPPORT OF ALL SCOREBOARD PRODUCTS FOR A LIFETIME. WE HAVE ALL PARTS IN STOCK AND CAN PROVIDE **ON-SITE** SERVICE IF REQUESTED.)

Permit, application, inspection and/or engineering fees, if required, are by others.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above work. Customer shall be liable for all reasonable attorney's fees, court costs, finance charges, and expenses that may be incurred as a result of failure to make payment. Correct Digital Displays, Inc. pays all applicable state sales taxes. All equipment remains the property of Correct Digital Displays, Inc. until paid in full. All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: **TOTAL CONTRACT ----- \$ AS TAKEN ABOVE**

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Respectfully submitted by: David Scott

David Scott
Project Manager

SCOREBOARD COLOR SELECTIONS

****PLEASE INDICATE or REVIEW YOUR SCOREBOARD CABINET color choice.**

- Black** **Navy Blue (RAL 5013)** **Royal Blue (RAL 5017)**
- Forest Green (RAL 6009)** **Olive Green (RAL 6003)** **Grass Green (RAL 6029)**
- Red (RAL 3002)** **Maroon (RAL 3007)** **Orange (RAL 2010)**
- Dark Purple (RAL 4007)** **Custom** _____

****PLEASE INDICATE or REVIEW YOUR SCOREBOARD LED color choice.**

- Red** **White** **Yellow (amber)** **Green (additional charges will apply)**
- Blue (additional charges will apply)**

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to purchase above equipment and do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PURCHASE ORDER #: _____ TAX EXEMPT #: _____

****PLEASE PROVIDE YOUR DESIRED DELIVERY DATE:** _____

A RESOLUTION APPROVING AND ADOPTING A PROGRAM PARTNER ON-SITE FOOD PANTRY AGREEMENT BETWEEN MORTON COLLEGE AND THE GREATER CHICAGO FOOD DEPOSITORY.

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

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

WHEREAS, the Greater Chicago Food Depository (“GCFD”) is a non-for-profit organization that serves as a food bank for the State of Illinois’ Emergency Food Program (“EFP”); and

WHEREAS, Morton desires to partner with the GCFD to participate in the EFP; and

WHEREAS, the GCFD is qualified to provide assistance to Morton in implementing the EFP; 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, which sets for the terms in which the GCFD will provide assistance to Morton in implementing the EFP (the “Agreement”) and to ratify any actions previously taken;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527, Cook County, Illinois, as follows:

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 the GCFD, 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.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this _____ day of _____, 2020.

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

Attest:

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

EXHIBIT A

(the Agreement)

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

PROPOSED ACTION: That the board approve the articulation agreement with The British Home for Retire Men & Women aka Cantata Adult Life Services.

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:
\$0.00

ATTACHMENT:
**AGREEMENT
RESOLUTION**

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.

For and on behalf of:

British Home For Retired Men and Women aka Cantata Adult Life Service

Facility Name

Debra Leray Mahoney

Administrator

Title: MSN, YNHA, LNHHA

Date: 8/17/2020

Morton College

School Name

President

Title: _____

Date: _____

**AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE AND THE BRITISH HOME FOR RETIRED MEN & WOMEN**

THIS AGREEMENT (the “**Agreement**”) is entered into this ___ day of **June 2020** by, and between “**The British Home for Retired Men & Women**” aka **Cantata Adult Life Services** (“**Facility**”) and **Morton College** (“**the School**”).

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 (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) in connection with 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 experiences for the program/s set forth in Exhibit B in connection with the 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.

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student 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 program at the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program, naming the Facility

as an additional insured. The School shall require students participating in the program to maintain comprehensive health insurance.

(a) 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.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student 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; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program, naming the Facility as an additional insured. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(a) 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.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. 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, as required.

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.

4. Evidence of student certifications, vaccinations, etc. Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB. Also influenza vaccination, or other applicable vaccinations when requested by the Facility. The School also understands that its students will be subject to the same health check and/or verification requirements in place at any time for visitors and/or Facility staff upon entrance to the Facility as needed to promote the safety and well-being amongst Facility residents.

5. 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.

6. 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 functioning 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 consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other 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.

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 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 and patient safety, 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 or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

C. OTHER RESPONSIBILITIES OF THE PARTIES:

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 by the parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.

2. **Health Information and Confidentiality Agreement.** The School understands that the Facility requires the School's Students to execute Facility's “Health Information Confidentiality Agreement set forth in Exhibit E.”

3. **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.

4. **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 education 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 make a reasonable effort 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.

5. **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.

6. Removal of students.

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education 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 three (3) years, to commence on, **July 1, 2020** and terminate on, **June 30, 2023** 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 this agreement will indemnify and hold the other harmless from and against all claims, demands, suits, actions, judgments, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other and its respective members, managers, employees, parent organizations, affiliates, subsidiaries, officers, directors, attorneys and agents as a consequence of any and all negligent or willful and wanton misconduct, acts or omissions by such party, its employees or agents (or, in the case of the School, also its students) 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 and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.
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. **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.

7. **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 valid and enforceable to the fullest extent permitted by law.

8. **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, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

9. **Employment status.** No assigned student or School faculty member or other School representative under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member or representative be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility. As has been stated in this Agreement, the primary benefit of this Agreement is for the educational advancement of the students and students are not to replace the Facility staff or otherwise render service except as identified for educational value and delineated in the jointly planned educational experiences. Nothing contained in this Agreement shall be considered or implied or construed to create an agency, joint-employer, partnership relationship, employer/employee relationship, or a joint venture relationship. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other's performance.

10. **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:

Administrator
Cantata Adult Life Services
8700 W. 31st Street

Brookfield, IL 60513
708-485-0513

With a Copy to:

Facility Legal Counsel at:
Adam S . Guetzow
Hinshaw & Culbertson LLP
151 North Franklin Street, Suite 2500
Chicago, IL 60606312-704-3129

If to the School:

Stanley Fields, President
Morton College
3801 S. Central Avenue
Attention: Stanley Fields
Phone: (708) 656-8000

With a Copy to:

The School Legal Counsel at:
DelGaldo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, IL 60402

or to such other addresses as the parties may specify in writing from time to time.

11. 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.

12. 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.

13. 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.

14. 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.

15. **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.

For and on behalf of:

**British Home For Retired Men and
Women aka Cantata Adult Life Service**
Facility Name

Morton College
School Name

Administrator

President

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

LOCATION OF FACILITY SITES

The British Home for Retired Men & Women aka Cantata Adult Life Services

8700 31st Street
Brookfield, IL 60153

EXHIBIT B

PROGRAMS

Career Ladder Nursing

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: _____
School: _____
Program: _____

Facility requires:

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Proof of student professional and general liability insurance (paragraph A.2) | X | <input type="checkbox"/> |
| 2. Proof of comprehensive health insurance (paragraph A.2) | X | <input type="checkbox"/> |
| 3. Verification that students have met requirements for:
(paragraph A.4) | X | <input type="checkbox"/> |
| a. Negative annual TB test or chest x-ray | X | <input type="checkbox"/> |
| b. Rubella, Rubeola and Mumps with proof of immunization or titer | X | <input type="checkbox"/> |
| c. Varicella with proof of immunization or titer | X | <input type="checkbox"/> |
| d. Hepatitis B with proof of disease/immunization or immunity by titer | X | <input type="checkbox"/> |
| e. Current American Heart Association Healthcare Provider CPR card | X | <input type="checkbox"/> |
| f. OSHA compliance for prevention of transmission of blood born pathogens and TB | | <input type="checkbox"/> |
| g. Other _____ | | <input type="checkbox"/> |
| 4. Criminal background check (paragraph A.5)
If yes, type of check State Police _____ | x | <input type="checkbox"/> |
| 5. Drug screen (paragraph A.5)
If yes, type of screening _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Acceptance of faith-based provision addendum (if included) | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Evidence of relevant faculties' certifications or licensures
(paragraph E.4) | X | <input type="checkbox"/> |
| 8. Additional insurance coverage (paragraph E.2)
If yes, type of insurance and coverage required
_____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Other _____ | <input type="checkbox"/> | <input type="checkbox"/> |

School requires:

- | | | |
|---|--------------------------|--------------------------|
| 1. Copy of relevant Facility policies (paragraph B.8) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6) | <input 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 to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean ("Morton College").
- b. Facility. "Facility" shall mean ("British Home for Retired Men and Women aka Cantata Adult Life Services")
- 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. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. 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. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. If Business Associate obtains PHI in a Designated Record Set, 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 Business Associate obtains PHI in a Designated Record Set, 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. 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 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. 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. 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, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the 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 Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**

a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Facility shall notify 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 Business Associate's use or disclosure of PHI.

c. The Facility shall notify 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 Business Associate's use or disclosure of PHI.

5. **Permissible Requests by the Facility.** The Facility shall not request 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 Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to 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 a material breach of this Attachment by Business Associate, the Facility shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

(ii) Immediately terminate the Agreement if 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, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, 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 Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, 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 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.

EXHIBIT E

THE BRITISH HOME FOR RETIRED MEN AND WOMEN AKA CANTATA ADULT LIFE SERVICES HEALTH INFORMATION CONFIDENTIALITY AGREEMENT

This Health Information Confidentiality Agreement (“Agreement”) applies to the student whose signature appears below (“Student”) and who has access to protected health information (“PHI”) maintained, received, or created by FACILITY. As used in this Agreement, “FACILITY” includes The British Home for Retired Men and Women AKA Cantata Adult Life Services, where Student receives training. This Agreement shall be effective from the date listed below (the “Effective Date”) until Student completes training at FACILITY.

Please read all sections of this Agreement, in addition to FACILITY’s privacy and security policies and procedures, before signing below.

In the course of your training at FACILITY, you may hear information that relates to a patient’s health, read or see computer or paper files containing PHI and/or create documents containing PHI. Because you may have contact with PHI, FACILITY requires that you agree to the following as a condition of your training:

1. Confidential PHI. I understand that all health information which may in any way identify a patient or relate to a patient’s health must be maintained confidentially. I will regard confidentiality as a central obligation of patient care.

2. Prohibited Use and Disclosure. I agree that, except as required for training purposes or as directed by FACILITY, I will not at any time during or after my training at FACILITY speak about or share any PHI with any person or permit any person to examine or make copies of any PHI maintained by FACILITY. I understand and agree that personnel who have access to health records must preserve the confidentiality and integrity of such records, and no one is permitted access to the health record of any patient without a necessary, legitimate, work or training-related reason. I shall not, nor shall I permit any person to, inappropriately examine or photocopy a patient record or remove a patient record from FACILITY.

3. Safeguards. When PHI must be discussed with other healthcare practitioners in the course of my training at FACILITY, I shall make reasonable efforts to avoid accidental disclosures that occur when conversations are overheard by others who are not involved in the patient’s care.

I understand that when PHI is within my control, I must use all reasonable means to prevent it from being disclosed to others, except as otherwise permitted by this Agreement. I will not at any time reveal to anyone my confidential access codes to FACILITY’s information systems, and I will take all reasonable measures to prevent the disclosure of my access codes to anyone. I also understand that FACILITY may, at any time, monitor and audit my use of the electronic/automated patient record and information systems.

4. Training and Policies and Procedures. I certify that I have read FACILITY’s policies and procedures, completed the training courses offered by FACILITY, and shall abide by FACILITY’s policies and procedures governing the protection of PHI.

5. Return or Destruction of Health Information. If, as part of my training, I must take PHI off the premises of FACILITY, I shall ensure that I have FACILITY’s permission to do so, I shall protect the PHI from disclosure to others, and I shall ensure that all of the PHI, in any form, is returned to FACILITY or destroyed in a manner that renders it unreadable and unusable by anyone else.

6. Termination. At the end of my training at FACILITY, I will make sure that I take no PHI with me, and that all PHI in any form is returned to FACILITY or destroyed in a manner that renders it unreadable and unusable by anyone else.

7. Sanctions. I understand that my unauthorized access or disclosure of PHI may violate state or federal law and cause irreparable injury to FACILITY and harm to the patient who is the subject of the PHI and

may result in disciplinary and/or legal action being taken against me, including termination of my training at FACILITY.

8. Reporting of Non-Permitted Use. I agree to immediately report to FACILITY any unauthorized use or disclosure of PHI by any person. The persons to whom I report unauthorized uses and disclosures for FACILITY is _____.

9. Disclosure to Third Parties. I understand that I am not authorized to share or disclose any PHI with or to anyone who is not part of FACILITY's workforce, unless otherwise permitted by this Agreement.

10. Disclosures Required by Law. I understand that nothing in this Agreement prevents me from using or disclosing PHI if I am required by law to use or disclose PHI.

Any participant who discloses confidential information inappropriately will be removed from the Program. Violating patient confidentiality could result in potential legal action.

By my signature below, I agree to abide by all the terms and conditions of this Agreement and I further acknowledge that I have had the opportunity to have any questions answered.

Signature of Student: _____

Printed Name of Student: _____

Date ("Effective Date"): _____

Address: _____

Phone: _____

A RESOLUTION APPROVING AND ADOPTING AN AFFILIATION AGREEMENT BETWEEN MORTON COLLEGE AND THE BRITISH HOME FOR RETIRED MEN & WOMEN, AKA CANTANA ADULT LIFE SERVICES

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, The British Home for Retired Men & Women, aka Cantana Adult Life Services (“British Homes”) may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Nursing (“Program”) has a clinical component; and

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

WHEREAS, British Home is a skilled nursing facility that is able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with British Home 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, British Home 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 the Agency.

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 British Home, 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 April ____, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this ___ day of April, 2020.

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

Attest:

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

EXHIBIT A

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Lydia Falbo](#); [Debra S Kupec](#); [Nancy Jeffries](#); [Frank E Marzullo](#)
Subject: FOR BOARD APPROVAL - ELEMENTAL CARE AFFILIATION AGREEMENT
Date: Wednesday, August 12, 2020 10:24:09 AM
Attachments: [2020 Elemental Care Affiliation Agreement Final_08112020.pdf](#)
[BOARD ACTION SHEET - ELEMENTAL CARE.pdf](#)
[Resolution Approving Affiliation Agreement with Elemental Care.pdf](#)

Please see attached.

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

PROPOSED ACTION:

THAT THE BOARD APPROVE THE AFFILIATION AGREEMENT WITH ELEMENTAL CARE AND MORTON COLLEGE

RATIONALE:

Clinical site for nursing students.

[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

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
ELEMENTAL CARE HEALTH AND WELLNESS CENTER, LLC**

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

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

WHEREAS, 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, Elemental Care Health and Wellness Center, LLC (“Elemental”) may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Nursing (“Program”) has a clinical component; and

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

WHEREAS, Elemental has available a facility or facilities able to provide students a practical learning and clinical experience to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with Elemental 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, ELEMENTAL 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 Elemental.

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 Elemental, 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 August 26, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 26th day of August, 2020.

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

Nursing

(Revised)

2020

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 ELEMENTAL CARE – HEALTH &
WELLNESS CENTER, LLC**

THIS AGREEMENT (“Agreement”) is entered into this 6th day of August, 2020, by, and between Elemental Care – Health & Wellness Center, LLC (“the facility”) and Morton College (“the School”).

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 (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) 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.

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student 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 program at the Facility.

(a) 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.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student 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; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. **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.

4. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B and influenza vaccinations, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
5. **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 policy.
6. **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 functioning 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 JCAHO and/or other 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.
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 or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

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 by the parties, abide by the conditions and requirements as 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 Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education 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 the 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 a clinical education program. The School shall notify the Facility of such removal in writing.
- (b) The Facility may immediately remove any student participating in a clinical education 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 three (3) years, to commence on, 2020 and terminate on, 2023 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 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 herein set forth.

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. **Indemnification.** Each party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents, students or contractors, or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement
3. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.

4. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.
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 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, ancestry, military status, sexual orientation, physical or mental disability, order of protection status, marital status or other legally protected category in the placement/removal, employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
10. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member 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:

Elemental Care – Health & Wellness Center, LLC
20660 Caton Farm Rd, Unit F
Crest Hill, Illinois 60403-1201
Ph: (815) 714-5430 Fax: (815) 714-5369
E-mail: hr@echawc.com

With a Copy to:

Facility Legal Counsel at:

Law Office of David R. Schlueter
401 W. Irving Park Rd
Itasca, Illinois 60143

If to the School:

Stanley Fields, President
Morton College
3801 S. Central Avenue
Attention: Stanley Fields Phone:
(708) 656-8000

With a Copy to:

The School Legal Counsel at:
DelGaldo Law Group, LLC 1441
S. Harlem Ave.
Berwyn, IL 60402 (708)
222-7000

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.

For and on behalf of:

Elemental Care – Health & Wellness Center, LLC

Facility Name



 Robert Galloway, CEO

Administrator

Title: Chief Executive Officer

Date: 08/06/2020

Morton College

School Name

President

Title: _____

Date: _____

EXHIBIT A

[LOCATION OF FACILITY SITES]

Elemental Care – Health & Wellness Center, LLC
20660 Caton Farm Rd, Unit F
Crest Hill, Illinois 60403-1201
Ph: (815) 714-5430 Fax: (815) 714-5369
E-mail: hr@echawc.com

EXHIBIT B

[LIST OF PROGRAMS]

Nursing

Morton College
3801 S. Central Avenue
Cicero, IL 60804

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: _____

School: _____

Program: _____

Facility requires:

	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	X	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	X	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)	X	<input type="checkbox"/>
a. Negative annual TB test or chest x-ray	X	<input type="checkbox"/>
b. Rubella, Rubeola and Mumps with proof of immunization or titer	X	<input type="checkbox"/>
c. Varicella with proof of immunization or titer	X	<input type="checkbox"/>
d. Hepatitis B with proof of disease/immunization or immunity by titer	X	<input type="checkbox"/>
e. Current American Heart Association Healthcare Provider CPR card	X	<input type="checkbox"/>
f. OSHA compliance for prevention of transmission of bloodborne pathogens and TB	X	<input type="checkbox"/>
g. Other _____		<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	X	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	<input type="checkbox"/>
9. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input 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 to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean ("The School").
- b. Facility. "Facility" shall mean
- 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. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. 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. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. If Business Associate obtains PHI in a Designated Record Set, 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 Business Associate obtains PHI in a Designated Record Set, 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. 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 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. 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. 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, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the 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 Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement

- a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Facility shall notify 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 Business Associate's use or disclosure of PHI.
- c. The Facility shall notify 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 Business Associate's use or disclosure of PHI.

5. Permissible Requests by the Facility. The Facility shall not request 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 be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to 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 a material breach of this Attachment by Business Associate, the Facility shall either:
 - (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;
 - (ii) Immediately terminate the Agreement if 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, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, 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 Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, 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 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.

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Lydia Falbo](#); [Debra S. Kupec](#)
Subject: FOR BOARD APPROVAL - Seasons Hospice & Palliative Care of Illinois Affiliation Agreement & Resolution
Date: Monday, August 17, 2020 10:37:38 AM
Attachments: [Seasons Hospice Affiliation Agreement_Final.pdf](#)
[Resolution Approving Affiliation Agreement with Seasons Hospice.pdf](#)
[BOARD ACTION SHEET - Seasons Hospice & Palliative Care of Illinois.pdf](#)
Importance: High

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not the intended recipient, or authorized to receive this on behalf of the recipient, you are hereby notified that any review, use, disclosure, copying, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by e-mail and destroy all copies of the original message. Thank you.

PROPOSED ACTION:

THAT THE BOARD APPROVE THE AFFILIATION AGREEMENT WITH SEASONS HOSPICE & PALLIATIVE CARE OF ILLINOIS AND MORTON COLLEGE.

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:

\$ 0.00

ATTACHMENT:

**AFFILIATION AGREEMENT
RESOLUTION**

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT NO. 527
AND
SEASONS HOSPICE & PALLIATIVE CARE**

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

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

WHEREAS, Morton’s Nursing Program (“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, Seasons Hospice & Palliative Care (“Seasons”) is a community-based organization that provides palliative care and end-of-life hospice care that is able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with Seasons 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, Seasons 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;

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 Seasons, 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 July ____, 2020.

Passed by a vote of ____ ayes and ____ nays at a Regular Meeting of the Board of Trustees held this ____ day of July, 2020.

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

Attest:

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

EXHIBIT A



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is effective on the 1st day of July, 2020 (the "Effective Date") by and between **Seasons Hospice & Palliative Care of Illinois** ("Hospice") and **Morton Community College District No 527** ("School").

RECITALS:

A. WHEREAS, School operates an educational program for students (*e.g.*, nursing students, social work students, *etc.*, collectively referred to herein as the "Educational Programs") and desires to work with Hospice to afford students the opportunity to have practical learning and clinical observation at Hospice in connection with the students' participation in the Educational Programs.

B. WHEREAS, School desires to utilize various Hospice sites and facilities (listed in the attached EXHIBIT A) that may be available for the purpose of providing practical learning and clinical experiences for students of School participating in the Educational Programs.

C. WHEREAS, Hospice recognizes the need for the educational development of such students and desires to work with School to provide practical learning and clinical observation to such students at Hospice.

AGREEMENTS:

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. Responsibilities of School.

(a) **Educational Program Administration.** School shall have full responsibility for planning and determining the adequacy of the educational experience of participating students including theoretical training, basic skills, and professional ethics, attitude, and behavior. School shall assign to Hospice only those students who have satisfactorily completed the prerequisites of the School's Educational Programs before assignment to Hospice. School shall be responsible for providing the Educational Programs including determining the hours, standards, administration, and promotion of the Educational Programs. School is responsible for the selection, testing, placement, removal, and final grading of each student placed in the Educational Programs at Hospice. School will plan with Hospice, in advance, the schedule of student placement at Hospice, and provide any necessary student information to Hospice.

(b) **Faculty Supervision.** School shall designate a member of its faculty to coordinate the Educational Programs with a designated member of Hospice staff and supervise the students participating in the Educational Programs.



(c) **Student Qualifications.** School shall send only students who are believed to be in good health at the time of reporting for the Educational Programs. School warrants that each student at the time of the assignment to Hospice will be in good standing and will have on record: a) a completed physical examination showing good general health; b) coverage under a policy of health insurance; c) a current vaccination against rubella, rubeola, and Hepatitis B, or recent results of the student's immunity status plus documentation assuring that the student is free from active infection of each of the above; d) current results of tuberculosis skin test and/or x-ray; and e) documentation of blood borne pathogen training and CPR training, as required by Hospice. School shall provide evidence of such records to Hospice at its request along with evidence of clear criminal background checks and drug testing. Hospice will not be liable in the event a student who is not immune who becomes infected with a disease as a result of the student's association with Hospice.

(d) **Confidential Information.** School shall instruct faculty and students on the importance of maintaining the confidentiality of information obtained from Hospice during the Educational Programs, including patient information and records.

(e) **Policies and Procedures.** School shall instruct students on the importance of complying with the known policies and procedures of Hospice during their participation in the Educational Programs.

(f) **Student Insurance.** School shall provide, or require students to maintain, professional liability insurance to cover the acts or omissions of the students during their participation in the Educational Programs. Upon request, School shall provide, or require students to provide, evidence of such insurance coverage.

2. **Responsibilities of Hospice.**

(a) **Hospice Supervision.** Hospice shall designate a member of its staff to coordinate the Educational Programs with the designated member of School faculty. Hospice shall supervise students during their participation in Educational Programs while at Hospice. Students shall perform services for patients only when under the supervision of appropriate Hospice personnel.

(b) **Policies and Procedures.** Hospice shall educate students on all of the policies and procedures of Hospice that students must comply with during their participation in the Educational Programs at Hospice. Hospice shall provide the student(s) and School the Hospice's administrative policies, standards and practices relevant to the clinical placement.

(c) **HIPAA.** Students shall be considered part of Hospice's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103 but shall not be construed to be employees of Hospice.



(d) **FERPA.** Hospice shall protect student records in accordance with the Family and Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g, as applicable to Hospice.

(e) **Emergency Care.** Hospice shall use best efforts to arrange for immediate emergency care for students in the event of accidental injury or illness. Hospice shall not be responsible for costs associated with such emergency care.

(f) **Removal of Students.** Hospice shall have the right to object to the placement of a student at Hospice and may request the removal of a student from the Educational programs at Hospice if such student’s performance is unsatisfactory or if such student’s actions are determined by Hospice to be detrimental to Hospice or its patients.

(g) **Patient Care.** While at Hospice, students are not to replace Hospice 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 Hospice. Hospice shall at all times remain responsible for patient care.

(h) **Identity and Credentials of Facility Supervising Personnel.** Hospice shall designate and submit in writing to School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

(i) **School Tour of Hospice.** Hospice 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 School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

3. Insurance and Indemnification.

(a) **Insurance.** Each party shall obtain and maintain appropriate professional liability, commercial general liability, workers' compensation and employer's liability coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of each party's professional liability insurance be less than \$1 million per claim and \$3 million in the aggregate. Either party may request evidence of insurance from the other party and such other party shall provide such evidence to the requesting party in a timely manner.



(b) **Indemnification.** Each party (“Indemnifying Party”) agrees to indemnify the other party, its directors, officers, employees, and agents (the “Indemnified Party”) from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorney's fees and court costs) resulting from or arising out of, any and all wrongful or negligent acts or omissions by the Indemnifying Party or any of its directors, officers, employees, or agents pertaining to the services hereunder. This provision shall survive termination or expiration of this Agreement.

(c) **Term and Termination.** This Agreement shall have an initial term of one year beginning on the Effective Date (“Initial Term”) and shall automatically renew for successive one-year terms, unless sooner terminated. Either party may terminate this Agreement by providing at least ninety (90) days’ prior written notice to the other party. Should notice of termination be given, students currently participating in the Educational Programs at Hospice shall be permitted to complete the remainder of the current Educational Programs at Hospice.

4. **No Compensation for Services.** Each party shall pay all of its own costs associated with its participation in the Educational Programs at Hospice provided under this Agreement.

5. **Miscellaneous Provisions.**

(a) **Independent Contractor.** In performance of the Educational Programs discussed herein, Hospice and School shall each be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent, or a representative of the other. No employee or agent of one party to this Agreement shall be considered an employee or agent of the other party.

(b) **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.

(c) **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.

(d) **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.

(e) **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.



(f) **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.

(g) **Employment Status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of Hospice nor shall any such student or employee or agent of School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of Hospice.

(h) **Governing Law and Jurisdiction.** 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. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Illinois and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

(i) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(j) **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.

(k) **Agreement Binding on Parties Successors and Assigns.** This Agreement shall be binding upon School and Hospice, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

(l) **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.

(m) **Nondiscrimination.** The Parties agree that in the performance of this Agreement they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, or national origin in any manner prohibited by federal, state or local laws.

(n) **Amendment.** No amendment, modification, or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties hereto.



(o) **Notices.** All notices or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile. Such notice or other communication shall be deemed sufficiently given or received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit or messenger or the answer back being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation. Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served, or sent.

TO: HOSPICE

Seasons Hospice & Palliative Care of Illinois
606 Potter Rd.
Des Plaines, IL 60016
Attn: Executive Director
Ph: (800)570-8809
Fax: (847)759-9449

TO: SCHOOL

Office of the President
Morton College
3801 S. Central Ave.
Cicero, IL 60804-4398
Facsimile: (708) 656-8031

AND TO:

Morton College Nursing Program
3801 S. Central Avenue
Cicero, IL 60804-4398
ATTN: Dr. Lydia Falbo, DMP, RN
Dean of Nursing and Health Sciences
Lydia.falbo@morton.edu

WITH A COPY TO:

The School Legal Counsel at:
Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, IL 60402
Telephone (708) 222-7000
Facsimile: (708) 656-7001

(p) **Entire Agreement.** This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them



with respect to the matters provided for herein. This Agreement may not be modified or amended except by mutual consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to, and become a part of, this Agreement.

The parties have executed this Agreement as of the day, month and year first written above.

**SEASONS HOSPICE &
PALLIATIVE CARE OF ILLINOIS**

**MORTON COMMUNITY COLLEGE
DISTRICT NO. 527**

By: *Robin Keating*

By: _____

Name: Robin Keating

Name: _____

Title: Director of Business Operations

Title: _____

Date: July 13, 2020

Date: _____



EXHIBIT A

NAME/LOCATION OF HOSPICE SITES

Inpatient Center:

**Holy Cross
2701 W. 68th St., 6th Floor
Chicago, IL 60629
Local (773) 884-9320
Toll Free (800) 570-8809
Fax (773) 884-8095**

Inpatient Center:

**MacNeal
3249 South Oak Park Ave., 45 North
Berwyn, IL 60402
Local (708) 783-7250
Toll Free (800) 570-8809
Fax (708) 783-5092**

Inpatient Center:

**Naperville
2195 W. Diehl Rd.
Naperville IL 60563
Local (630) 416-5201
Toll Free (800) 570-8809
Fax (630) 416-5202**

Inpatient Center:

**Swedish Covenant
Anderson Pavilion
2751 Winona St., 4th Floor
Chicago, IL 60625
Local (773) 293-8800
Toll Free (800) 570-8809
Fax (773) 293-1840**

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Ana L Valdez](#); [Maria Sanchez Anderson](#); [Lydia Falbo](#); [Debra S Kupec](#); [Frank E Marzullo](#)
Subject: FOR BOARD APPROVAL - LORETTO HOSPITAL - AFFILIATION AGREEMENT
Date: Friday, August 21, 2020 12:40:46 PM
Attachments: [BOARD ACTION SHEET - LORETTO HOSPITAL.pdf](#)
[Loretto Hospital Standard Affiliation Agreement.pdf](#)
[Resolution Approving Affiliation Agreement with Loretto Hospital.pdf](#)

For board approval. This was previously a place holder.

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Melissa Ridyard
Sent: Monday, August 10, 2020 9:41 AM
To: Board Materials <board.materials@morton.edu>
Cc: Lydia Falbo <Lydia.Falbo@morton.edu>; Debra S Kupec <debra.kupec@morton.edu>; Frank E Marzullo <frank.marzullo@morton.edu>
Subject: PLACE HOLDER - LORETTO HOSPITAL - AFFILIATION AGREEMENT

Under review with legal. Will be receiving final agreement and resolution.

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is

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

PROPOSED ACTION: That the board approve the affiliation agreement with Loretto Hospital.

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:
\$0.00

ATTACHMENT:
**AGREEMENT
RESOLUTION**

Standard Clinical Affiliation Agreement Nursing

2020

**AFFILIATION AGREEMENT BETWEEN
MORTON COLLEGE AND LORETTO HOSPITAL**

THIS AGREEMENT (the “**Agreement**”) is entered into this **day** of August, 2020, **by, and between Loretto Hospital (Facility”) and Morton College (“the School”)**. Facility and School each referred to herein 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 (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) 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.

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student 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 program at the Facility. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program.

(a) 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.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may immediately terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student 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; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may immediately terminate the placement of the student.

3. **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.
4. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence to the Facility that student has met all requirements of CPR certification, hepatitis B and influenza vaccinations, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
5. **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 policy.
6. **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 functioning 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 HFAP and/or other 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.
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 or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

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 by the Parties, abide by the conditions and requirements as 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 Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education 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 the 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 a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education 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 three (3) years, to commence on, August 15, 2020 and terminate on, August 14, 2023. Notwithstanding the foregoing, 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 who are participating in the clinical learning experiences at the time of termination may be allowed to complete such assignment under the terms and conditions herein set forth.

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. **Indemnification.** Each Party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents, students or contractors, or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement
3. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the Parties in Exhibit C to this agreement.
4. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.
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 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, ancestry, military status, sexual orientation, physical or mental disability, order of protection status, marital status or other legally protected category in the placement/removal, employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member 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:

Loretto Hospital
645 S. Central Avenue
Chicago, IL 60644
Attention: Nursing Education

With a Copy to: Chief Legal Officer

If to the School:

Stanley Fields, President
Morton College
3801 S. Central Avenue
Attention: Stanley Fields Phone:
(708) 656-8000

With a Copy to:

The School Legal Counsel at:
DelGaldo Law Group, LLC
1441 S. Harlem Ave.
Berwyn, IL 60402 (708)
222-7000

or to such other addresses as the parties may specify in writing from time to time.

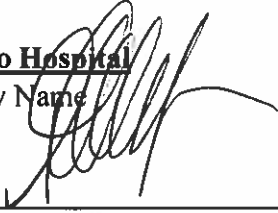
12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

Loretto Hospital
Facility Name



George N. Miller, Jr.
Title: President & CEO

Date: _____

8/20/2020

Morton College
School Name

Title: President

Date: _____

EXHIBIT A

LOCATION OF FACILITY SITES

**Loretto Hospital
645 South Central Avenue
Chicago, Illinois 60644**

**Immediate Care Clinic of Oak Park
1000 Madison St.
Oak Park, Illinois 60302**

EXHIBIT B

LIST OF PROGRAMS

Nursing

Morton College
3801 S. Central Avenue
Cicero, IL 60804

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: _____

School: _____

Program: _____

Facility requires:

	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Negative annual TB test or chest x-ray	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Rubella, Rubeola and Mumps with proof of immunization or titer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Varicella with proof of immunization or titer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Hepatitis B with proof of disease/immunization or immunity by titer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Current American Heart Association Healthcare Provider CPR card	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. OSHA compliance for prevention of transmission of bloodborne pathogens and TB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other _____		<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	<input type="checkbox"/>
9. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input 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 to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean ("The School").
- b. Facility. "Facility" shall mean
- 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. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. 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. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. If Business Associate obtains PHI in a Designated Record Set, 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 Business Associate obtains PHI in a Designated Record Set, 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. 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 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. 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. 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, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the 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 Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement

- a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Facility shall notify 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 Business Associate's use or disclosure of PHI.
- c. The Facility shall notify 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 Business Associate's use or disclosure of PHI.

5. Permissible Requests by the Facility. The Facility shall not request 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 be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to 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 a material breach of this Attachment by Business Associate, the Facility shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

(ii) Immediately terminate the Agreement if 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, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, 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 Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, 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 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 COMMUNITY COLLEGE DISTRICT 527
AND
LORETTO HOSPITAL**

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, Loretto Hospital (“Loretto”) may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Nursing (“Program”) has a clinical component; and

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

WHEREAS, Loretto operates an acute care community hospital licensed in the State of Illinois and is able to provide students a clinical setting to satisfy the clinical component of the

Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with Loretto 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, Loretto 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 Loretto.

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 Loretto, 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 August 26, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this ___ day of August, 2020.

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

Attest:

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

EXHIBIT A

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Lydia Falbo](#); [Debra S Kupec](#); [Nancy Jeffries](#)
Subject: FOR BOARD APPROVAL - CHICAGO ACADEMY FOR THE ARTS - AFFILIATION AGREEMENT
Date: Friday, August 14, 2020 12:52:16 PM
Attachments: [Chicago Academy For the Arts Affiliation Agreement_final_08132020.pdf](#)
[Resolution Approving Affiliation Agreement with Chicago Academy for the Arts.pdf](#)
[The Academy of the Arts Proposed Action.pdf](#)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Melissa Ridyard
Sent: Monday, August 10, 2020 9:42 AM
To: Board Materials <board.materials@morton.edu>
Cc: Lydia Falbo <Lydia.Falbo@morton.edu>; Debra S Kupec <debra.kupec@morton.edu>; Frank E Marzullo <frank.marzullo@morton.edu>
Subject: PLACE HOLDER - CHICAGO ACADEMYH FOR THE ARTS - AFFILIATION AGREEMENT

Under legal review. Will have final and resolution this week and will send all together with action sheet, etc.

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

The information contained in this e-mail and any accompanying documents is intended for the sole use of the recipient to whom it is addressed, and may contain information that is privileged, confidential, and prohibited from disclosure under applicable law. If you are not

PROPOSED ACTION:

THAT THE BOARD APPROVE AFFILIATION AGREEMENT WITH CHICAGO ACADEMY FOR THE ARTS AND MORTON COLLEGE

RATIONALE:

Students to attend for clinical [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:

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
CHICAGO ACADEMY FOR THE ARTS**

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, Chicago Academy for the Arts (“CAA”) may be a unit of local government and public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Nursing (“Program”) has a clinical component; and

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

WHEREAS, CAA has available a facility or facilities able to provide students a practical learning and clinical experience to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with CAA 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, CAA 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 CAA.

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 CAA, 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 August 26, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this ___ day of August, 2020.

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

Nursing

(Revised)

2020

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
THE CHICAGO ACADEMY FOR THE ARTS**

THIS AGREEMENT (“Agreement”) is entered into this 8th day of August 2020, by and between The Chicago Academy for the Arts (“the facility”) and Morton College (“the School”).

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 (*see* Exhibit B for a list of programs and Exhibit C for program-specific requirements) 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.

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student 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 program at the Facility.

(a) 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.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student 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; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

3. **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.

4. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B and influenza vaccinations, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.
5. **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 policy.
6. **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 functioning 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 JCAHO and/or other 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.
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 or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

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 by the parties, abide by the conditions and requirements as 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 Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education 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 the 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 a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education 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 three (3) years, to commence on, August 15, 2020 and terminate on, August 14, 2023 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 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 herein set forth.

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. **Indemnification.** Each party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents, students or contractors, or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement
3. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.
4. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.
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 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, ancestry, military status, sexual orientation, physical or mental disability, order of protection status,

marital status or other legally protected category in the placement/removal, employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member 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:

Jason Patera, Head of School
Chicago Academy for the Arts
1010 West Chicago Avenue
Chicago, IL 60642
(312) 421.0202

With a Copy to:

Facility Legal Counsel at:

If to the School:

Stanley Fields, President
Morton College
3801 S. Central Avenue
Attention: Stanley Fields Phone:
(708) 656-8000

With a Copy to:

The School Legal Counsel at:
DelGaldo Law Group, LLC 1441
S. Harlem Ave.
Berwyn, IL 60402 (708)
222-7000

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.

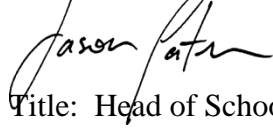
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above. For and on behalf of:

The Chicago Academy for the Arts

Facility Name

Administrator



Title: Head of School

Date: August 7, 2020

Morton College

School Name

President

Title: _____

Date: _____

EXHIBIT A

[LOCATION OF FACILITY SITES]

FILL-IN

EXHIBIT B

[LIST OF PROGRAMS]

Nursing

Morton College
3801 S. Central Avenue
Cicero, IL 60804

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: _____

School: _____

Program: _____

Facility requires:

	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	X	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	X	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)	X	<input type="checkbox"/>
a. Negative annual TB test or chest x-ray	X	<input type="checkbox"/>
b. Rubella, Rubeola and Mumps with proof of immunization or titer	X	<input type="checkbox"/>
c. Varicella with proof of immunization or titer	X	<input type="checkbox"/>
d. Hepatitis B with proof of disease/immunization or immunity by titer	X	<input type="checkbox"/>
e. Current American Heart Association Healthcare Provider CPR card	X	<input type="checkbox"/>
f. OSHA compliance for prevention of transmission of bloodborne pathogens and TB	X	<input type="checkbox"/>
g. Other _____		<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check _____	<input type="checkbox"/>	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening _____	<input type="checkbox"/>	<input type="checkbox"/>
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	X	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	<input type="checkbox"/>
9. Other _____	<input type="checkbox"/>	<input type="checkbox"/>

School requires:

1. Copy of relevant Facility policies (paragraph B.8)	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	<input 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 to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean ("The School").
- b. Facility. "Facility" shall mean
- 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. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. 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. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees

to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. If Business Associate obtains PHI in a Designated Record Set, 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 Business Associate obtains PHI in a Designated Record Set, 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. 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 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. 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. 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, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the 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 Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement

- a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Facility shall notify 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 Business Associate's use or disclosure of PHI.
- c. The Facility shall notify 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 Business Associate's use or disclosure of PHI.

5. Permissible Requests by the Facility. The Facility shall not request 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 be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to

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 a material breach of this Attachment by Business Associate, the Facility shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

(ii) Immediately terminate the Agreement if 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, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, 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 Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, 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 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: That the Board approve the successor collective bargaining agreement entitled: The Board of Trustees of Morton Community College, Community College District 527 and Morton College Chapter, Cook County College Teachers Union, Local 1600, A.F.T., dated August 16, 2019 through August 15, 2024.

RATIONAL: Required by Board Rule

COST ANALYSIS: See attached CBA.

ATTACHMENT: Collective Bargaining Agreement

AGREEMENT

BETWEEN



THE BOARD OF TRUSTEES
MORTON COLLEGE
COMMUNITY COLLEGE
DISTRICT 527

AND



MORTON COLLEGE CHAPTER
COOK COUNTY
TEACHERS UNION
LOCAL 1600, A.F.T.

BEGINNING **August 16, 2019**
THROUGH August 15, 2024

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**AGREEMENT BETWEEN MORTON COLLEGE AND MORTON COLLEGE CHAPTER COOK COUNTY COLLEGE
TEACHERS UNION LOCAL 1600, AFT**

Article 1.0 Recognition

Section 1.1 Bargaining Agent and Scope of Agreement

In order to promote orderly and constructive relationships between itself and its educational employees for the benefit of the institution that it governs, the Board of Trustees of Community College District No. 527, hereinafter the Board, recognizes the elected representatives of the full-time faculty, the Morton College Chapter of the Cook County College Teachers Union Local 1600 AFT, hereinafter the Union, as sole collective bargaining agent for all full-time faculty to negotiate and bargain for salaries, rates of pay, hours of work, fringe benefits, working conditions, and grievance procedures.

Section 1.2 Other Matters for Bargaining

The Board and Union further agree to bargain on other matters only by mutual consent.

Section 1.3 Duration

The Cook County College Teachers Union shall continue as sole collective bargaining agent until at least twenty percent (20%) of said full-time faculty as defined hereinafter shall petition that an election be called and held, and a new bargaining agent qualified.

Article 2.0 Definitions

Section 2.1 Faculty

The term "faculty" refers to all full-time instructors as defined in this Agreement, for the regular academic year, who hold tenure or are eligible for tenure under Chapter 110 of the Illinois Compiled Statutes (Illinois Public Community College Act). The term "Faculty Emeritus" shall apply to a retired tenured full-time instructor of Morton College. Faculty Emeritus are not members of the Faculty Bargaining Unit or covered by this Agreement.

Section 2.2 Instructor Welfare

The term "instructor welfare" is either any item mutually agreed upon by the parties to this Agreement or any item contained in this Agreement.

Section 2.3 Administrator

The term "administrator" refers to an employee of the Board holding an administrative contract or position. No faculty member shall be deemed to be an administrator because of participation in decisions with respect to courses, curriculum, personnel, or other matters of educational policy.

Section 2.4 Academic Year

"Academic year" refers to that period as provided by the calendar from the first faculty work day of the fall semester through the Commencement Ceremony at the end of the spring semester.

Section 2.5 Overload Pay

"Overload pay" refers to that remuneration received for specified work beyond the teaching load for faculty.

Section 2.6 Summer Pay

“Summer pay” refers to that remuneration received for specified work done during the summer term.

Article 3.0 Board-Union Relations

Section 3.1 Agreement Ratification by Board and Union

Agreement ratification is accomplished by affixing the signatures of the Chairman and Secretary of the Board and the Chairperson of the Union, or designated alternate.

Section 3.2 Negotiations Calendar

On or before the first (1st) day of February prior to the expiration of this Agreement, the Board and Union shall give each other, in writing, the names of the members of their respective negotiating committees. Within two (2) weeks of having notified each other of the names of the members of their respective negotiating committees, the committees shall meet to negotiate a set of ground rules for the negotiation of a new Agreement and to define the scope of negotiations. The parties set as a goal for the conclusion of a new Agreement the thirtieth day of June of the year in which this Agreement expires.

When the parties mutually agree to conduct negotiation sessions at times that conflict with faculty responsibilities as required by the College, the faculty members shall suffer no loss in salary due to the time spent in negotiating sessions.

Section 3.3 Compliance

Neither the Board and its representatives nor the Union and its representatives will take any action violative of, or inconsistent with, any provision of this Agreement.

Section 3.4 Financial Information

The Board agrees to furnish to the Union, in response to requests from time to time, publicly available information concerning the financial resources of the College.

Section 3.5 Matters of Mutual Concern

The Chief Academic Officer of the College, or an appropriate administrator acting on his or her behalf, shall meet with the Union Chairperson or a designated alternate, at the request of either party, to discuss matters relating to the implementation of this Agreement or other matters of mutual concern. All meetings shall be held at times convenient to both parties.

Section 3.6 Non-Discrimination by Board

The Board agrees to a policy of non-discrimination against any faculty member in the appointment to positions or assignments within the College, on the basis of sex, sexual orientation, pregnancy, gender identity or expression, race, color religion, national origin, ancestry, citizenship status, marital status, military status, genetic information, order of protection status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), or Union membership or activity, in violation of applicable laws.

Section 3.7 Non-Discrimination by Union

The Union agrees to admit persons to membership without discrimination on the basis of sex, sexual orientation, pregnancy, gender identity or expression, race, color religion, national origin, ancestry, citizenship status, marital status, military status, genetic information, order of protection status, parental status, age, religion, physical or mental disability (actual or perceived and unrelated to ability to perform the job), and to represent equally faculty without regard to membership or participation in, or association with, the activities of any faculty organization.

Section 3.8 Board to Distribute Copies of Agreement

The Board agrees to distribute, or cause to be distributed, copies of this entire Agreement to all faculty following ratification of the Agreement by the parties. The Board further agrees to distribute, or cause to be distributed, to new faculty members copies of this Agreement and other policy statements. Electronic distribution is acceptable.

Section 3.9 Academic Calendar

The Union shall have the opportunity to review the Academic Calendar prior to submission to the Board for adoption. Once the calendar is adopted, it may be changed only by Board action or by the President of the College because of an emergency or other compelling reason.

Section 3.10 Duty-Free Days

The faculty shall have three (3) duty-free full weekdays between the examination period of the fall semester and the beginning of classes for the spring semester.

Section 3.11 Grades

The Academic Calendar shall provide for at least one (1) full weekday (Monday through Friday) or one full weekend (Saturday and Sunday) following the last day of the final examinations before grades are due from the faculty. The college shall provide an online means for the submission of grades.

Except in documented emergencies, reasonably acceptable to the President (or his or her designee,) the President (or his or her designee) may impose discipline if grades are late. Late grades are defined as those turned in after 2:00 p.m. on the day grades are due. If the faculty member's grades are not turned in on the due date, the President (or his or her designee) shall send the faculty member an overnight express letter to notify the faculty member that they shall be subject to progressive discipline

Section 3.12 Union to be Notified of Meetings

The Board agrees to notify the Union of its regular and special meetings. In addition, a copy of the board packet for these meetings less any confidential exhibits will be made available to the College's Faculty Union President at approximately the same time as to the Board.

Section 3.13 Superior Authority

If any part of this Agreement is subsequently declared by legislative or judicial authority, or policies and guidelines of the Illinois Community College Board to be illegal or non-binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the voided provision(s) deleted. Advisory opinions by attorneys do not automatically void parts of this Agreement.

Section 3.14 Management Rights

The Board and administration hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon or vested in them by law including, but not limited to, the right to:

- a. determine the purpose, mission, object, policies, and reasonable work rules and regulations of the College;
- b. determine the facilities, method, means, equipment, procedure, and personnel required to conduct the College programs;
- c. administer the personnel system of the College including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment, discipline, suspension, demotion, and discharge of employees;
- d. direct, supervise, schedule, and assign the work force;
- e. establish standards and criteria for performance including but not limited to program accreditation;
- f. maintain the discipline and efficiency of the employees and the operation of the College;
- g. establish, change, combine, or abolish programs;
- h. establish educational policies, goals, and objectives based upon the College's mission;
- i. take action on any matter in the event of an emergency;
- j. delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff; and
- k. take whatever actions may be necessary or appropriate to carry out the mission of the College.

The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and administration and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of this Agreement.

Section 3.15 No-Strike Provision

The Union agrees that during the term of this Agreement it shall not authorize, instigate, promote, sponsor, or condone any strike, work stoppage, slow-down, picketing, or the spurious use of sick or emergency leave against the Board.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee(s) engage in any of the activities herein prohibited, the Union agrees in good faith to take all necessary steps to induce those employees to cease such action. Any employee covered

by this Agreement who violates the provisions of this Section may be disciplined up to and including discharge by the Board.

Section 3.16 Meeting Space and Duplication Services

The Board agrees to treat the Union no differently than any other in-house faculty organization with respect to providing an on-campus meeting place and duplication services.

Section 3.17 Intellectual Property and Copyrights

Any materials, processes, or inventions developed solely by the Faculty Member's individual effort, on the Faculty Member's own time, and at the Faculty Member's own expense, shall be the sole and exclusive property of the Faculty Member and may be copyrighted or patented, if at all, in his/her name.

The ownership of materials, process or invention produced solely for the College and at the College's expense shall vest in the College and be copyrighted or patented, if at all in the name of the College.

In those instances where materials, processes, or inventions are produced by a Faculty Member with College support by way of use of significant personnel time, facilities, or other College resources, but without direct financial support in the way of a stipend or other assigned monies, the ownership of the materials, processes, or inventions shall vest in, and be copyrighted or patented, if at all, by the Faculty Member. When the College chooses to provide support for such projects, the College may require the Faculty Member to grant a non-exclusive license to the College for the use of the materials providing that the license shall not be for more than three (3) years. Renewal of the license shall be contingent on the College providing adequate support for updating the material. If the support is financial, this will be a work for hire and as such the Faculty Member and the College will negotiate an agreement of such ownership in good faith.

Regardless of what is contained herein, the legal principals of fair use shall apply.

Section 3.18 Confidential Information

The Union and its bargaining unit members shall abide by the Family Educational Rights and Privacy Act. The violation thereof shall constitute just cause for discipline.

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

Section 3.19 Official Authority

Bargaining unit members shall not represent to third parties that his/her opinions are the College's opinions unless written authority to do so is granted to the bargaining unit member by the Chief Academic Officer of the College, the President of the College, or both.

Section 3.20 Union Use of Campus Mail Boxes and College Electronic Communications

Union representatives shall have the right to place appropriate Union material in faculty member mail boxes and to use College electronic communication, subject to the Board policy on Information Technology Usage Policy and all other applicable Board and College policies. Any distribution must not be disruptive to College operations. All Union material placed in mail boxes must be Union related and materials must be identified

as official Union materials and must not include any information relating to political candidates or campaigns.

Section 3.21 Tenure

Morton College and the Union agree to utilize the Tenure process developed by the parties and currently in place as the same may be changed from time to time through the collaborative efforts of the College and the Union.

Article 4.0 Salary Rates of Pay for Faculty

Section 4.1 Employment Based on 36-Week Calendar

Faculty members are hired to teach during a 36-week academic calendar to include not more than 165 actual work days rendered to the College. Full-time Faculty members are hired to teach during a 36-week academic calendar to include not more than 154 actual teaching days, 8 exam days, 2 seminar days (one in the fall and one in the spring), commencement, and up to 16 hours per year for training, if needed, all not to exceed a total of 165 days. Should the state change their requirements, the Board and the Union agree to amend this section.

4.2 Load

The load policy for faculty shall be:

4.2.1 Normal Load

The normal load is thirty (30) equated credit hours per academic year. Any deviation above thirty (30) equated credit hours per academic year shall be with the consent of the faculty member and approved by the Chief Academic Officer and shall be paid according to the overload and summer pay schedule. Faculty members may not teach more than twenty-one (21) equated credit hours or teaching/instructional hours in any one (1) fall or spring semester unless approved in advance in writing by the Chief Academic Officer. Equated Contact Hours for Released Time and/or Special Projects shall not be counted toward the limitation delineated in this provision. Every reasonable effort shall be made to ensure a faculty member is assigned a minimum of twelve (12) equated credit hours during both the fall and spring semesters. Notwithstanding the above, the following exceptions shall apply:

The maximum load for teachers teaching three (3) or more sections of ENG 101, ENG 102, ENG 086, ENG 088, ENG 071, ENG 151, ENG 152, and ENG 076 or in any combination during a semester shall be twenty-four (24) equated credit hours per year (provided that at least three (3) sections of the aforementioned classes are taught during each of the two (2) semesters) and twelve (12) equated credit hours per semester.

When a faculty member's cumulative load for the academic year is less than thirty (30) equated credit hours, the faculty member may be required to teach during the summer session without overload compensation. In this event, notification of appointment to the summer faculty, together with assignment to courses, shall be given to the faculty member in writing by the Chief Academic Officer no later than thirty (30) days prior to the beginning of the summer session.

Every effort shall be made when enrollment warrants to limit the load to fifteen (15) equated credit hours per semester for those not teaching the above English courses and twelve (12) equated credit hours per semester for those who do teach these English courses.

4.2.2 Laboratory Hours

Laboratory type situations and Physical Education apply 1.00 factor for each scheduled contact hour as listed in the College class schedule.

Section 4.3. Substitute Pay

Any faculty member who substitutes shall be paid at the rate of \$62.50 per hour.

Faculty members shall receive a voucher signed by the appropriate Dean each time the faculty member substitutes. Payment for such service shall be made to the faculty member no later than the second pay day following such service.

In the event a faculty member substitutes for more than two (2) consecutive weeks in the same course, the faculty member shall be paid at the appropriate overload rate, pro-rated and retroactive to the first (1st) day of substitution.

Section 4.4 Initial Placement on Salary Schedule Based on Prior Experience

A regularly employed faculty member shall receive credit on the salary schedule as follows:

1. Previous college teaching shall be counted one-for-one not to exceed eleven (11) years' experience credit.
2. Previous high school teaching experience shall be counted one-for-one for the first five (5) years and two-for-one for the remaining years not to exceed nine (9) years' experience credit.
3. Previous teaching experience at levels lower than the ninth grade shall be counted two-for-one not to exceed four (4) years' experience credit.
4. Previous college teaching experience of at least one (1) year as an adjunct faculty member. Twenty-four (24) credit hours of teaching shall be equivalent to one (1) year of service, not to exceed three (3) years of service on the salary schedule.

Experience other than teaching but directly related to the field of employment at the College shall be allowed up to a maximum of ten (10) years according to the following criteria:

5. All faculty shall be treated equally.
6. Experience shall be considered only if the faculty member was employed on a full-time basis in the same field in which the faculty member is engaged to teach.
7. At least nine (9) months of such employment shall be necessary to allow one year's credit on the salary schedule.
8. College substitute teaching shall be applied as experience credit on the salary schedule up to a maximum of three (3) years. Substitute teaching in this context is interpreted to mean full-time and continuous teaching for not less than a complete semester at any one time.
9. More than one type of experience may be used for placement on the salary schedule, but in no case shall the total experience credit allowed exceed eleven (11) years.
10. Part-time teaching experience shall not be counted for placement on the salary schedule.
11. Causes regarding placement on the schedule based on experience arise at the time of placement on the schedule and must be raised by the faculty member within the first thirty (30) days after hiring.

Section 4.5 Salary Schedules

Salaries shall be raised for all faculty members three and a half percent (3.5%) in each academic year of this Agreement, shall be based on Appendix A, and shall be applicable to all Board approved faculty who serve during the period covered by this Agreement. Each faculty member shall be placed on the salary schedule at his or her appropriate place with respect to recognized experience credit and training. For purposes of clarification, the PhD lane shall be applicable to faculty members who have obtained a PhD or a terminal degree in their area of study in which they have completed a minimum of 90 graduate semester credit hours.

(See Appendix A for All Salary Schedules)

Section 4.6 Retirement

A faculty member who presents evidence of having filed for retirement benefits from the State Universities Retirement System of Illinois shall be defined as having retired. Such a faculty member shall be defined as a Faculty Emeritus. All faculty members who have filed for or anticipate filing for retirement benefits from the State University Retirement System of Illinois shall inform the College no later than six (6) months before their retirement date.

Section 4.7 Faculty Assistance to Clubs

Faculty members shall be encouraged to volunteer their assistance in the activities of any club. Club advisors shall be nominated by the respective clubs and approved by the Chief Academic Officer. There shall be no extra pay for assisting in the activities of any club.

Section 4.8 Overload, Summer, and Class Size Differential Pay

4.8.1 Overload and Summer Pay

Payment to faculty members teaching courses or performing services for overload and summer credit hour pay rate shall be based on Appendix B Payment to faculty members teaching courses or performing services requiring the calculation of an hourly rate shall be set forth in Appendix B.

Hourly Rates are 0.0625% of the Credit Hour Rates shown in Appendix B.

4.8.2 Class Size Differential

Full-time faculty shall be entitled to payment, based upon the following formula, based upon the number of students enrolled in a specific course on the seventeenth (17th) day of the semester which are beyond the prescribed class size for that particular course. The formula is as follows:

Overload rate X ECH X Number of Students exceeding the prescribed class size X 0.03

The payment shall be made on October 15th in the Fall Term, March 15th in the Spring Term and July 15th in the Summer Term, and equally divided between the remainder of the payroll periods for such semester.

Prescribed class shall not exceed thirty-two (32) or the number reflected as the maximum class size in the Student Information System. The President (or his or her designee) may designate certain class sizes to be less than thirty-two (32). The faculty may, upon their own request, meet and discuss the prescribed class size with the President (or his or her designee). Students may be registered beyond the prescribed class size with the express permission of the instructor teaching the section of the course. However, faculty may not authorize registration of students beyond the safe physical capacity of the classroom.

4.8.3 Adjunct Faculty Differential

Full-time faculty overload shall never be compensated at a rate lower than adjunct faculty teaching the same course. Adjunct faculty shall never be assigned a load greater than 9.0 ECH during a semester unless said assignment is because of unusual and extenuating circumstances and consent to such assignment

shall be evidenced in writing and signed by the College's Faculty Union Chief Academic Officer and Secretary.

Section 4.9 Professional Growth Credit

Professional Growth Credit (PGC) for the purpose of horizontal movement on the salary schedule may be awarded to faculty upon prior recommendation of the appropriate Dean and prior signed **written** approval of the Chief Academic Officer. The specifics and rationale for such activities shall be submitted for approval in writing thirty-seven (37) calendar days before an application or registration with an external agency is due or thirty-seven (37) calendar days before the professional growth activity is to begin if there is no application or registration required. The approval or denial of the activity shall be forwarded to the faculty member at least two (2) weeks (based on calendar days) before the application or registration with the external agency is due or the professional growth activity is to begin if there is no application or registration required. A copy of the signed written approval shall be given to the College's Faculty Union President, Secretary, or both. If the activity is denied by the administration, it will be accompanied by a rationale for such denial. The faculty member shall have the right to immediate appeal to the President of the College.

All PGC activities requested by faculty shall be directly related to (1) current teaching or (2) advancements in technology and/or pedagogy related to the faculty member's field of instruction.

As a general rule, no more than six (6) PGC per semester and nine (9) PGCs per summer semester shall be approved. All experiences and class work must be verified through official correspondence, records, or transcripts. The College reserves the right to request supplemental data for all experiences not documented by traditional transcripts from institutions of higher learning.

4.9.1 PGC Activities

PGC shall be considered for the following types of activities:

4.9.1.1 Credit Course Work

Graduate and undergraduate course work from accredited or established institutions of higher learning are PGC activities. PGC shall be equivalent to the semester credit hour calculation for the given course.

4.9.1.2 Seminars, Symposiums, Workshops, In-Service Programs, and Non-Credit Course Work

Attendance and/or presentation at a seminar, symposium, workshop, in-service program, and/or non-credit course work may constitute PGC if the conditions below are met. Such activities shall be offered by accredited, established, or reputable agencies. PGC shall be based on a ratio of one (1) semester credit hour to fifteen (15) hours of actual contact experience.

A faculty member may accumulate no more than thirty (30) PGCs from attending, presenting, or both at seminars, symposiums, workshops, in-service programs, and non-credit course work. Faculty members may use a maximum of six (6) of these PGCs for any one (1) lane movement on the salary schedule.

4.9.1.3 Summer Occupational Experience

All such experience shall be for the purpose of acquiring new discipline knowledge accessible only through this vehicle or maintaining the state of the art as applied in the field. A detailed self-analysis of the occupational experience shall be submitted to the Chief Academic Officer before October 1 of the year following the experience for PGC consideration. During any four-year period, only two (2) years shall be eligible for professional growth credit. Summer occupational experience PGC shall be based on a ratio of one (1) semester credit hour equal to one hundred (100) clock hours of actual occupational experience.

4.9.2 Faculty Without a Degree

Faculty hired with less than a Bachelor's degree shall be placed on the BA level with the appropriate number of years of experience credit. After three (3) years from date of employment, such faculty shall become eligible for PGC placement as indicated below:

<u>Earned PGC</u>	<u>Lane Placement</u>
12-23	BA + 12
24 or more	BA + 24

Faculty with less than a Bachelor's degree in the area of instruction or an acceptable related field are not eligible for advancement beyond Lane BA+24. For the purpose of administering this section, it shall be understood that the salary lane placement does not establish degrees, nor will it be interpreted as being degree equivalent.

4.9.3 Timeline for Salary Lane Advancement

A faculty member requesting a salary lane advancement shall submit an application to the appropriate Dean before October 1 of the academic year in which the advancement is sought. A faculty member requesting a salary lane advancement shall submit an application to the appropriate Dean before March 1 of the academic year in which the advancement is sought for the spring semester (in which case, if granted, said lane advancement shall only be effective for the spring semester). A copy of all granted advancement requests and/or denials shall be sent by the administration to the College's Faculty Union President and Secretary.

4.9.4 Salary Lane Advancement for PhD Lane

Any faculty member in the PhD lane shall have the ability to earn PCGs toward the PhD+12 lane in a manner consistent with the policies and procedures hereinabove delineated.

Section 4.10 Board to Fund Worthwhile Educational Projects

The Board agrees to provide ten thousand and 00/100 dollars (\$10,000.00) per year to be used at the discretion of the President of the College as grants-in-aid to faculty for worthwhile educational projects of direct benefit to the College. Such funding may be used to help defray travel expenses and the purchase of necessary supplies or equipment, but shall not be limited to these.

Article 5.0 Personnel Policies and Procedures

Section 5.1 Faculty Personnel Files

The official personnel files located in the Human Resources Office shall be the only official file and shall be complete. All material judged by any member of the administration worthy of preservation for the record shall be put in the official file. Upon written request, a faculty member shall have the opportunity of reviewing his or her file. There may be a periodic review of all the material in the file by the faculty member and the Chief Academic Officer (or his or her designee). The faculty member may request and the Chief Academic Officer may recommend to the President of the College that material in the faculty member's file be removed and destroyed. Only the President of the College may authorize the removal and destruction of material from the official personnel file.

5.1.1 Placement of Material in File

No material relative to a faculty member's conduct, service, or personality shall be placed in the official file unless the faculty member has had an opportunity to read the material. This excludes confidential letters of recommendation that may have been received prior to a faculty member's employment by the College. The faculty member may acknowledge that he or she has read such material by affixing his or her signature on the copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed and does not necessarily indicate agreement with its content. A faculty member shall have the right to answer any material filed, and his or her answer shall be attached to the file copy. A faculty member shall have the obligation to provide a copy of his or her answer to the person originating the material that is filed.

5.1.2 Reproduction of Material in File by Faculty Member

A faculty member shall be permitted to reproduce any material, exclusive of confidential letters of recommendation, in his or her official file. The content of these official files may not be removed from the office, and the faculty member shall arrange with the President's secretary for reproduction of desired materials.

Section 5.2 Dismissal of Faculty

All dismissals of faculty shall be in accordance with Chapter 110 of the Illinois Compiled Statutes (Illinois Public Community College Act).

Section 5.3 Performance of a Faculty Member

In the event the President of the College or any other administrator has reason to believe a faculty member may not be able to perform his or her professional duties, a conference with the faculty member shall be convened. The faculty member shall be notified in advance of the purpose of this conference.

Whenever a faculty member is summoned for an interview or hearing for the record which may lead to disciplinary action, the faculty member shall be given three (3) weekdays written notice; and such written notice shall both specify the nature of the business or charges being brought against the faculty member and advise the faculty member of the right of representation of his or her choosing throughout all meetings or conferences dealing with the matter. Both the faculty member and the administration shall have the right to present and examine witnesses and to cross-examine witnesses and the faculty member or his or her counsel shall be given full opportunity to deny, refute, and to rebut all charges against the faculty member. All conferences shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled, including representatives of and witnesses for the faculty member, to attend. The administration shall make available to the faculty member such authority as it may possess to require the presence of witnesses. While the investigations or hearings are taking place, though a faculty member may be under summary suspension, his or her rights are not to be prejudiced. This means that the faculty member shall continue to receive full pay pending final adjudication. After the above process has been completed, the faculty member shall have the right to use the Grievance Procedure if he or she feels that his or her rights have been violated.

Section 5.4 Vacancies

The President of the College shall post notices electronically on the intra and internet College sites listing all vacancies in administrative and staff positions in the College. Qualifications and duties for such positions shall be included in the notification.

Section 5.5 Written Confirmation of Employment

Each faculty member shall receive an annual written confirmation of employment specifying his or her salary and placement on the salary schedule. Electronic distribution is acceptable and will include electronic notification to faculty members. Such notification shall be provided to each faculty member within 30 days of the start of the academic year.

Section 5.6 Faculty to be Represented in Selection of Chief Academic Officer of the College

All committees established for the purpose of selecting a President of the College shall include three (3) faculty members to be selected by the union.

Section 5.7 Removal of Faculty from Classroom

No faculty member shall be removed from the classroom or barred from carrying out his or her normally assigned duties and professional obligations without the observance of academic due process.

The President of the College (or his or her designee) shall have the responsibility of determining whether a faculty member's presence on the College campus or at a College activity constitutes a danger. This determination will be made when the faculty member's continued presence constitutes a real and present danger of physical harm to the faculty member, to students, or to other persons. In such an event, the faculty member shall be removed, and within twenty-four (24) hours the President of the College shall give a written statement to the faculty member specifying the circumstances which prompted the removal order and the specific reason(s) therefore. A copy of this order shall be sent to the Union Chairperson. Such removal or prohibition from carrying out assigned duties shall not affect the status of the faculty member as it relates to compensation and welfare benefits. These benefits shall be paid under the terms of this Agreement until such time as a hearing has been concluded by the Board. This hearing shall be consistent with the method of conference and hearing set forth in the Grievance Procedure of this Agreement. The decision of the hearing shall be in writing and shall not go into effect until signed by the Board and delivered to the faculty member.

Section 5.8 Reduction in Number of Faculty Members

5.8.1 Release of Tenured Faculty

Before a tenured faculty member is released, every effort shall be made by the College to place the faculty member in another faculty position for which, by experience and training, that faculty member is qualified. Notice of intent to terminate a tenured faculty member by reason of cutbacks shall be given in writing by the President of the College not later than March 1. This provision shall not be construed to cancel or reduce any legal rights to which the faculty member is entitled under tenure law.

5.8.2 Faculty Members Released According to Seniority in Discipline

Faculty members shall be released according to discipline seniority, with those faculty with the least seniority in the discipline affected to be released first.

Article 6.0 Working Conditions

Section 6.1 Parking

The College shall make every reasonable effort within the limits of its authority and means to provide parking for faculty members on or near the campus(es).

Section 6.2 Office Equipment

College faculty members shall have available for their use necessary office furniture and equipment. Telephone service will be provided within reasonable proximity to all College faculty office areas.

Section 6.3 Lounge

A lounge shall be provided for College faculty and staff according to the availability of space.

Section 6.4 Faculty to Work with Planners and Architect

Faculty members shall be selected by each discipline or related discipline to work with educational planners and architects in preparing specifications as they relate to educational issues prior to the architectural basic design stage for new construction or remodeling of College facilities.

Section 6.5 Medical Emergencies

The College administration shall provide the faculty with instructions for handling medical emergencies.

Section 6.6 Activities Calendar

An activities calendar shall be issued at least once each semester to each faculty member.

Section 6.7 Clerk – Typist

A faculty Clerk – Typist shall be provided to do work for the faculty. The service center shall be available to make copies, provide typing, and regular service center functions, including scanning and faxing, during the hours of 7:30 am to 9 pm, Monday through Thursday and will be open 8:00 a.m. to 12:00 pm on Friday.

Article 7.0 Leaves

Section 7.1 Sick Leave

Absence approved as “sick leave” shall, in general, be the absence owing to personal illness or incapacity which prevents a faculty member from performing his or her teaching or other professional duties.

7.1.1 Regular Sick Leave

The extent of Regular Sick Leave shall be fifteen (15) days each academic year at full pay. In the event that the full amount of annual leave thus allowed is not used, the unused amount shall accumulate as long as the faculty member is in continuous employment status with the College.

A summer-session assignment shall entitle a faculty member to one non-accumulative day of sick leave.

7.1.2 Sick Leave Bank

Faculty members who have accrued and unused Partial Sick Leave (as defined in the 2005-2009 Collective Bargaining Agreement) as of the effective date of the 2009-2014 Agreement shall retain and may use the same after the effective date of the 2009-2014 Agreement.

As of the effective date of the 2009-2014 Agreement, the Partial Sick Leave provision is eliminated. In its place is a Sick Leave Bank.

At the beginning of each fiscal year, each faculty member desiring membership in the sick leave bank shall contribute one medical leave day of his/her accumulated allowance to a common bank to be administered by the Union and the Director of Human Resources. Faculty who are members of the Sick Leave Bank, who have exhausted their accumulated sick leave and personal days, may make reasonable withdrawals as determined by the Union and the Director of Human Resources from the Sick Leave Bank, providing that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits.

The days remaining in the bank at the end of each fiscal year will not be returned to the contributing faculty, but will be carried over in the bank.

A faculty member who has partial sick days remaining as of the effective date of the 2009-2014 Agreement shall use his/her partial sick days before using days from the sick bank.

A faculty member whose withdrawal from the sick leave bank is approved by the Union and Director of Human Resources, will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the decision of the Union and the Director of Human Resources to terminate such withdrawals.

7.1.3 Absence to be Subtracted

Absence for sick leave shall be subtracted from the accumulated leave.

7.1.4 Physician's Certificate

The Board may require a certificate from a licensed physician of the faculty member's choice in the case of an absence as sick leave which exceeds three (3) continuous work days and/or in the event the faculty member has a suspicious pattern of absence regardless of the number of continuous work days the employee is absent. The Board shall not require specifications as to said certification that may violate HIPPA, unless the employee agrees to legally waive said right. The Board shall continue to have the right to verify illness through other methods, including sending to a physician as designated by the Board.

Section 7.2 Personal Leave

Absence approved as personal leave shall be absence for reasons other than personal illness or incapacity and shall result in no loss of pay.

Personal leave shall not exceed four (4) days each academic year and shall not be accumulated from year to year, except that personal leave days which are unused at the end of a benefit year shall be converted into accumulated sick leave days in the next benefit year.

As used in this section, "immediate family" is defined as a faculty member's spouse, children, parents, siblings, grandparents, grandchildren, any relative or dependent (as defined by the Internal Revenue Service), and comparable relatives or dependents in the spouse's family.

7.2.1 Personal Leave is Approved for

1. Death or critical illness in the immediate family
2. Wedding in the immediate family
3. Transportation difficulties
4. Court attendance
5. Other: Any activity that requires the faculty member's presence during the school day and is of such a nature that it cannot be attended to at a time when the College is not in session or at the conclusion of the work day or on the weekend. Certain types of family obligations, legal commitments, unusual circumstances related to professional growth, and emergencies are considered to be justification for utilization of the personal leave.

7.2.2 Faculty Member to Inform Dean

A faculty member shall inform his or her respective Dean of the reason for the need of a personal leave day before said day is taken. It is recognized by both the Board and the Union, however, that in cases of an emergency of faculty member may not be able to inform his or her respective Dean in advance. In such case, the respective Dean shall be notified by the faculty member of the reason for the personal leave day as soon as possible.

7.2.3 Affidavit

When there is reason to believe that the personal leave provision has been misused, the faculty member may be required to submit an affidavit explaining the circumstances of the personal leave.

Section 7.3 Jury Duty Leave

Absence because of service on jury duty shall result in no loss of pay for the days absent.

Section 7.4 Maternity Leave

The parties will comply with the Pregnancy Discrimination Act.

Absence approved as maternity leave shall be absence during the period of pregnancy, birth, and recuperation from birth.

Leave shall normally be for two (2) semesters. Under extenuating circumstances a faculty member may petition the Board for a one (1) semester extension upon recommendation of the President of the College. Faculty members shall notify the President of the College in writing of the intent to end their leaves according to the following schedule:

1. Returning from leave in the Fall – on or before March 1 of that year
2. Returning from leave in the Spring – on or before November 1 of the previous calendar year

7.4.1 No Compensation for Maternity Leave

Maternity leave shall be without compensation and without loss of job rights. Fringe benefits shall be continued for twelve (12) weeks at the expense of the College and thereafter for the remainder of any leave at the option and expense of the faculty member.

7.4.2 Not Counted as Teaching Experience

Maternity leave shall not be counted as teaching experience and shall not be counted toward advancement on the salary schedule.

7.4.3 To be Approved by Board

Request for maternity leave shall be approved by the Board upon recommendation of the President of the College.

Section 7.5 Family Medical Leave Act (FMLA)

The parties will comply with the FMLA, 29 U.S.C. 2601, et seq.. All paid leave and vacation shall be taken concurrently with FMLA Leave.

Section 7.6 Military Leave

The contractual continued service of faculty members shall not be impaired because of absence due to being called to the military service of the United States. Required time spent in such military service shall count in all respects as teaching experience up to a maximum of two years.

The parties will comply with the Illinois Military Leave of Absence Act, 5 ILCS 325/01 et seq.

Section 7.7 Sabbatical Leave

Sabbatical leaves may be granted for study or research that benefits the College.

7.7.1 Sabbatical Leave Request

A plan for the period of leave shall accompany the request for leave, which shall be submitted in writing prior to March 1 and directed to the President of the College for approval. Requests may be placed on the Board agenda no later than the regular April meeting for action. Decisions regarding the approval of a request shall be based on:

1. Purpose of the sabbatical
2. Quality of service performed by the faculty member since previous sabbatical leave
3. Number of sabbatical leaves previously granted to the faculty member
4. Availability of qualified substitutes
5. Budget allocation
6. Recommendation of the Chief Academic Officer

7.7.2 Number of Faculty Sabbaticals

The number of faculty permitted at any one time to go on sabbatical leave shall not exceed one (1) faculty member from the same discipline nor more than two (2) faculty members in total.

7.7.3 When Taken

The first sabbatical leave may be taken after a faculty member's sixth (6th) full year of service; and subsequent sabbatical(s) may be taken after six (6) additional years of teaching service.

7.7.4 Length of Sabbatical

A sabbatical leave may be taken for either one semester or for one year. A sabbatical leave may not be taken for a fractional part of a semester.

7.7.5 Compensation

During the sabbatical leave, the faculty member shall receive one hundred percent (100%) of their base pay for one semester or fifty percent (50%) of their base pay for a full academic year.

7.7.6 Fringe Benefits While on Sabbatical

All fringe benefits such as comprehensive medical insurance and life insurance shall remain in force for the duration of the sabbatical leave. The Faculty Member contributions to medical insurance and life insurance shall also remain the same for the duration of the sabbatical leave.

7.7.7 Report to be Submitted

Faculty members returning from sabbatical leave shall submit a written report of their experiences to the President of the College, or report orally to the faculty or where a representative of the College administration is present, including but not limited to presentation to the College on a Seminar Day.

7.7.8 Agreement in Writing

Before any leave is granted under this section, the faculty member shall agree in writing that, he/she will regularly report to the President (or his or her designee) regarding the sabbatical project and that in the event said faculty member fails to return to service at the expiration of such leave and to serve at the College for a period of at least one academic year, as defined in Section 2.4 of this Agreement, thereafter said faculty member shall refund all sums of money paid same by the Board during said sabbatical leave unless such faculty member is prevented from returning because of illness or incapacity, as certified by a mutually agreed upon physician.

Section 7.8 Religious Leave

Absence because of major religious observances shall result in neither loss of pay nor loss of personal leave. Such observance shall not exceed three days per academic year.

Section 7.9 Statement of Leaves

Each year, with the first pay check of the fall semester, each faculty member shall receive a statement of personal and accumulated sick leave. Updated statements shall be issued regularly to faculty members throughout the academic year.

Section 7.10 Reporting of Leave

All employees shall report leave pursuant to Article 7 at least one (1) hour before the start of class, except in emergency situations. All personal and sick leave shall be reported to the office of the Chief Academic Officer (or his or her designee). In the event that the faculty member has a class before 8:00 a.m. or after 4:30 p.m., or cannot reach the office of the Chief Academic Officer (or his or her designee), that member shall call the campus safety office to report their leave. Failure to call in will result in the employee being charged a sick day and will count as an unexcused absence and may result in disciplinary action.

This reporting of leave procedure is subject to revision by the College. The College will publish all new reporting procedures in its Faculty Handbook after the College gives notice of its proposed procedure to the Union thirty (30) days in advance of the effective date of the revised procedure.

Section 7.11 Leave for Union Activities

Faculty members elected as delegates to the annual conventions of the Illinois Federation of Teachers or the American Federation of Teachers shall be released from their assigned duties on the days of such conventions. Additionally, the President of the Faculty Union (or his or her designee) shall be released from his or her assigned duties in order to attend the Annual Higher Education Conference.

Faculty members elected as an officer of Local 1600 shall receive unpaid release time for the term of office according to the following schedule:

- a. Local President– Full unpaid release time for the duration of the term. The faculty member may remain on the College insurance program and the union shall reimburse the College for the total insurance costs of such employee.
- b. Other Local Officers – The College will allow one-fifth (one day per week) unpaid release time for one other elected officer. The faculty member may continue on the College payroll per the terms of the preceding sentence.

Article 8.0 Faculty Group Organization and Responsibilities

Section 8.1 Participation in Employment Activities

Screening, interviewing and selecting of all new faculty members shall be performed by a committee consisting of three (3) faculty members, the Chief Academic Officer (or his/her designee), and the Director of Human Resources ("hiring committee"). The Chief Academic Officer (or his/her designee) shall serve as the Chair of the hiring committee. The Chief Academic Officer, at his/her sole discretion, can invite other academic level administrators to participate in the selection process.

The faculty representation on the committee shall consist of two (2) faculty members in the same or substantially similar discipline and one (1) faculty member designated by the faculty Union. The Chief Academic Officer (or his or her designee) is charged with the responsibility of contacting outside sources, such as university placement offices, and accepting and acknowledging applications for employment. Faculty members may also submit names of possible candidates.

The hiring committee shall receive all the applications and vet the same. The faculty members and the Chief Academic Officer (or his or her designee) on the hiring committee shall recommend its top three (3) applicants to the President of the College. If a new faculty member is hired, the President shall make his or her selection from the top candidates proposed by the hiring committee.

Section 8.2 Summer School and Overload Assignments

No faculty member who has requested a summer session or overload pay assignment for courses that he or she is qualified to teach (but limited to twenty-one (21) equated credit hours or teaching/instructional hours) shall be denied such assignment while a person not a regular member of the faculty is assigned such courses. Such requests must be received by the College pursuant to the following schedule:

Fall Term - All requests for Fall Term overload assignment must be received by the College by April 15th of the year in which the overload is taught.

Spring Term - All requests for Spring Term overload assignment must be received by the College by October 15th of the year preceding the year in which the overload is taught.

Summer Term - All requests for Summer Term assignment must be received by the College by March 1st of the year in which the summer class/overload is taught.

Priority for teaching summer school or overload classes shall be as follows:

1. Qualified faculty in the discipline.
2. Other qualified professionals

Notwithstanding the above, no faculty member shall have an overload if another faculty member is underloaded and is qualified to teach the overload course. Qualifications shall be determined by the Chief Academic Officer (or his or her designee) after consultation with the faculty member concerned. The Chief Academic Officer (or his or her designee) shall have the final responsibility for making this assignment. No faculty member shall have a semester load exceeding twenty-one (21) equated credit hours or teaching/instructional hours (normal + overload) without the approval of the Chief Academic Officer. Any full-time faculty member shall enjoy bumping rights to any course taught by an adjunct faculty member (even for consideration in overload) at any time prior to the first (1st) day of instruction of said course.

Section 8.3 Examination Proctoring

The responsibility for proctoring examinations shall be that of the faculty. Final examinations shall be given at the time and on the date so indicated during the final examination week unless the faculty member has received written permission from the Chief Academic Officer to give the final exam at an alternative time. Such a request must be submitted to the Chief Academic Officer at least two (2) weeks prior to the final examination week; a copy of the Chief Academic Officer's approval or denial shall be forwarded to the College's Faculty Union President, Secretary, or both.

Section 8.4 Course Data Forms

The appropriate Dean shall provide all faculty members with current Course Data Forms. The faculty members shall be required to follow these Course Data Forms.

Section 8.5 Course Offering

Course offering procedures are as follows:

1. The appropriate Dean shall consult faculty to determine courses to be offered each semester.
2. Any disagreement between the Dean and faculty shall be reported to the Chief Academic Officer for further discussion and consideration.
3. If the disagreement is unresolved, the President of the College shall have the responsibility for making the final decision.

Section 8.6 Teaching Assignments

Teaching assignment procedures are as follows:

1. The appropriate Dean shall consult faculty members to determine teaching assignments each semester. These consultations shall focus on a faculty member's qualifications for teaching a specific course and the benefits of rotating teaching assignments among qualified faculty members.
2. Any disagreement between the Dean and faculty shall be reported to the Chief Academic Officer for further discussion and consideration.
3. If the disagreement is unresolved, the President of the College shall have the responsibility for making the final decision.

Assignments are to be based upon recognized criteria of qualifications for the course to be taught and shall also take into account the desirability of rotation among fully qualified instructors for a particular course.

Article 9.0 Professional Responsibilities

Section 9.1 Full-time Employment Based on 36-Week Calendar

Full-time Faculty members are hired to teach during a 36-week academic calendar to include not more than 154 actual teaching days, eight (8) exam days, two (2) seminar days (one in the fall and one in the spring), commencement, and up to sixteen (16) hours per year for training, if needed, all not to exceed a total of 165 days. Should the state change their requirements, the Board and the Union agree to amend this section.

Section 9.2 Student Advisement

With regard to student advisement and registration, faculty members shall serve in an advisory manner on questions relevant to their disciplines.

Section 9.3 Unit Meetings

It is the professional responsibility of each faculty member to attend monthly unit meetings and the failure to do so, absent a prior arrangement with the Chief Academic Officer will result in the loss of one-half a sick day.

Section 9.4 Accreditation Activities

It is the professional responsibility of each faculty member to contribute to and cooperate with the committees formed to insure the continued accreditation of the College.

Section 9.5 Committee Work

It is the professional responsibility of each faculty member to contribute to and do committee work that benefits the College.

Section 9.5.1. Teaching and Learning Center Events

Faculty members are encouraged to attend at least three (3) official different Teaching and Learning Center events in their entirety during the course of each academic calendar year.

Section 9.6 Certified Class List

It is the professional responsibility of each faculty member to submit an accurate and certified mid-semester class roster as mandated by a governing authority or as otherwise required by the College.

9.7 Preparations

No faculty member shall be required to have more than three (3) preparations. An assignment to either a scheduled laboratory, or an open laboratory, shall constitute a preparation except when lecture and laboratory are scheduled for the same course. Notwithstanding the above, the standards for Physical Education shall be four (4) preparations with three (3) different activities equated as one (1) preparation.

9.8 Office Hours

Faculty shall provide a minimum of six (6) contact hours for office time per week for consultation with students. Office hours shall not be scheduled in modules of less than one-half hour (30 minutes) per day nor shall less than one (1) thirty-minute (30) module be scheduled each scheduled teaching day. All faculty members shall post office hours on their office door during the first week of each semester and record the same with the Chief Academic Officer.

9.9 Length of Teaching Schedule

The maximum length of a teaching schedule shall be no more than eight (8) consecutive clock hours per day except by consent of the faculty member.

9.10 Cooperative and Grant Programs

For cooperative and grant programs such as Career Internship, a normal load is fifteen (15) credit hours with three (3) credit hours of credit for the internship program for 1-20 students, four (4) credit hours for 21-25 students, five (5) credit hours for 26-30 students, and six (6) credit hours for 31-35 students.

9.11 Independent Study

Independent study shall be defined as supervising and instructing students in an existing course on an individual basis, or presenting a special topics course not otherwise offered by the College in a classroom format. All independent study arrangements require the division dean's approval; only in exceptional circumstances will an instructor be assigned more than one Independent Study Section.

Calculation:

$$\frac{\text{\# of students X \# of credits}}{10} = \text{ECHs}$$

(E.g., 1 student, 1 credit = .1 ECH,
4 students, 3 credits = 1.2 ECHs,
3 students, 5 credits = 1.5 ECHs)

OR

$$(\text{\# of students X \# of credits}) \times .1 = \text{ECHs}$$

*This calculation shall be done on the tenth (10th) day of the semester. The payment shall be made beginning at mid-term and equally divided between the remainder of the payroll periods for such semester.

However the minimum shall be .33 ECH and not be part of regular load, and no more than one independent study course per faculty per semester shall be allowed, unless more than one is approved in writing by the Dean.

Section 9.12 Student Grades

Student grades as reported by faculty members shall be final and may not be questioned if defined as pedagogically justifiable and reasonable by both the administrator and faculty members teaching the same or essentially the same subject. In the event that a student desires to appeal the grade, the process is as follows:

Within ten (10) school days of the grades being made available to the student, the student will notify the faculty member of their disagreement with the posted grade.

If the student and faculty member cannot reach an accord with respect to same within ten (10) school days, the dean shall be notified by the student. The dean shall consult with the faculty member.

If the dean and the faculty member fail to resolve the situation, then the dean shall, within ten (10) school days, convene a committee comprised of three (3) full time faculty members teaching in the same discipline, or a related discipline when there are less than four (4) faculty members teaching in the same discipline.

If the committee so convened by the Dean, fails to reach a satisfactory resolution, then the faculty member or the student may, within ten (10) school days, appeal to the Chief Academic Officer. The decision of the Chief Academic Officer shall be final.

Section 9.13 Academic Freedom

No restrictions whatever shall be in effect against the right of a faculty member freely to publish by printing or other means, information, opinions, or material in any media on any subject, except:

1. Those limitations which are applicable equally under the law to all citizens, such as those prohibiting libel and slander; and
2. Those limitations imposed by his or her special position in the community as a person of learning and an educational officer, which enjoin instructors to be at all times accurate, exercise appropriate restraint, and show respect for the opinions of others. Regulations now in existence or to be promulgated bearing on expression, oral or written, shall be applicable only in cases where a faculty member is acting in an expressly official capacity as a spokesperson for the institution or one of its duly designated subdivisions.

Section 9.14 Released Time

Faculty members responsible for the publications, music and drama productions, and other special projects shall have released time based on a review by the Chief Academic Officer.

9.14.1 Music, Theatre, Publications and Special Projects

Faculty members responsible for the publications, music, and drama productions, and other special projects shall have released time based on a review by the Chief Academic Officer. "Special Projects" shall be defined in writing and be evidenced by an agreement signed by the Chief Academic Officer, the faculty member and the College's Faculty Union President or secretary.

9.14.2 Faculty Union

Nine (9) hours of released time shall be allocated to the Union for distribution as it sees fit during the next contract negotiations. Up to nine (9) hours of released time shall be available for assignment to the union officers during each semester (three hours during the summer). Said release time shall not be considered as part of the base load. No faculty member shall receive any pay or other remuneration from the College for any released time granted pursuant to this Section.

9.14.3 Course Development and Course Conversion.

An active faculty member developing a new course shall receive the equivalent of 2 ECH for the development of a new course. Revising a course, such as keeping topical material current, does not constitute developing a "new" course. An individual private lesson does not constitute a "course." An active faculty member converting a traditional classroom course into an online course at the request of the administration shall receive the equivalent of 1 ECH for the conversion of a course the first (1st) time a traditional classroom course is converted to an online course.

Payments shall be made during the first (1st) semester during which the new course is taught and shall be at the regular academic year overload rate (not the summer rate, irrespective of whether the course is first taught during the summer session). Further, this provision is intended only for new courses which have been approved for development as evidenced by a written agreement signed by the Chief Academic Officer and the faculty member and a copy shall be furnished to the College's Faculty Union President and Secretary.

9.14.4 Lab Preparations

A faculty members may prep sciences labs for the use of an adjunct as long as he or she obtains the written permission of the supervising Dean at the beginning of the term of the semester. A faculty member who preps a science lab for the use of an adjunct shall receive the equivalent of two (2) ECH for the prepping of the lab per semester. Payments shall be made during the semester during which the new course is taught and shall be at the regular academic year overload. Said release time shall not be considered as a part of base load. The maximum payment under this provision shall be two (2) ECH per semester irrespective of

how many labs are prepped.

Section 9.15 Class Size

Class size shall be flexible and shall be determined by the President (or his or her designee) after consultation with the respective faculty.

9.16 Online Courses

The rate of compensation and class size for sections of classes taught online shall be the same as if such section had been taught traditionally in the classroom.

9.17 Department Chairs and Coordinators

9.17.1 Department Chairs and Program Chairs

Each Department Chair of Communications, Sciences, Social & Behavioral Sciences, Mathematics, Humanities & Fine Arts, and Business Technology shall receive four (4) ECH of release time and the sum of \$2,000.00 per semester during each of the semesters during the regular academic year and One (1) ECH and \$500.00 for the staffing for the summer semester. All Program Chairs shall receive two (2) ECH of release time and the sum of \$1,000.00 per semester during each of the semesters during the regular academic year and \$500.00 for the staffing for the summer semester. Additionally, Program Chairs shall receive one (1) ECH per each Fall and Spring semester in which he/she is actively pursuing and/or maintaining program accreditation as defined by the Dean.

Duties of the Department Chair and Program Chair shall include:

1. Preparing class schedules for the dean's review;
2. Proposing curricular changes for the dean's review;
3. Performing tasks related to student admissions, transfer, and graduation;
4. Responding to student appeals/complaints in accordance with college policy.
5. Additional Office Hours
 - a. For Department Chairs: Holding six (6) regular office hours in addition to his or her faculty office hours; two (2) of these six (6) office hours may be flexed;
 - b. For Program Chairs: Holding two (2) regular office hours in addition to his or her faculty office hours;
6. Recommending the hiring of adjunct faculty;
7. Mentoring faculty;
8. Leading program reviews and accreditations;
9. Facilitate assessment efforts for accreditation by coordinating initiatives among faculty in his or her department;
10. Helping recruit faculty and students; and
11. Suggesting collaborative initiatives.

Additional Responsibilities

1. Gathering data and preparing appropriate documents.
2. Serving on or chairing committees, as appropriate
3. Handling budget-related tasks, as directed by Dean.
4. Providing advice and counsel to the dean on faculty performance.
5. Performing other duties as assigned by the administration

9.17.2 Department Chair and Program Chair Selection Process

A. Eligibility

1. Only full-time faculty are eligible to become a Department Chair or Program Chair.
2. Eligible faculty may self-nominate or nominate another department member for consideration.
3. Nominations are to be submitted to the divisional Dean or Chief Academic Officer as appropriate for consideration.
4. Only written nominations will be considered. The written nomination should include appropriate rationale that identifies the candidates' commitment to the college and leadership capabilities.

B. Appointment

The divisional Dean shall review nominations submitted and recommend candidate to the Chief Academic Officer. The Chief Academic Officer will then recommend to the College President the candidate for consideration. The College Chief Academic Officer will appoint each Department Chair and Program Chair. Department Chairs and Program Chairs will be filled based on the needs of the College and may remain open from time to time.

C. Term of Office

The term of office for Department Chairs and Program Chairs shall ordinarily be three (3) years. Term appointments may vary based upon discretion of the appropriate administrator.

D. Evaluation

The College Dean or academic administrator and the Department shall annually evaluate the performance of the Department Chair and Program Chair. The evaluation process shall include the opportunity for faculty to provide written evaluation of the performance of each Department Chair and Program Chair. Earlier evaluations may be conducted if requested by the majority of the Department faculty by divisional Dean.

Upon completion of the evaluation, the Dean or administrator shall meet with the Department Chair and Program Chair to discuss the evaluation. A written summary of the evaluation shall be submitted to Chief Academic Officer.

E. Removal

Rationales for removal shall be recorded through a performance evaluation conducted by the Dean or appropriate academic administrator. This evaluation may occur in the normal course of performance review or earlier depending on the circumstances. In those instances where the Department faculty has issued a vote of no confidence, the Dean or appropriate academic administrator shall immediately conduct a performance evaluation of the Department Chair or Program Chair.

The Department Chair and Program Chair shall have an opportunity to meet with the Dean or appropriate academic administrator and the Chief Academic Officer to discuss the proposed removal. The Chief Academic Officer shall make the final decision.

9.17.3 Department and Program Chair Structure

DIVISION: ARTS & SCIENCES

I. Department Chair of Communications

English
Foreign Language

Speech
Journalism

II. Department Chair of Sciences

- Engineering
- Life Sciences
- Physical Sciences
- Geology
- Physical Education

III. Department Chair of Social & Behavioral Sciences

- Anthropology
- Geography
- Political Science
- Sociology
- Economics
- History
- Psychology

IV. Department Chair of Mathematics

- Mathematics

V. Department Chair of Humanities & Fine Arts

- Art
- Music
- Theatre
- Humanities
- Philosophy

DIVISION: CAREER & TECHNICAL

I. Department Chair of Adult Education

- ESL
- GED

II. Department Chair of Business Technologies

- Accounting
- Office Management Technology
- Business

III. Department Chair of Nursing

IV. Department Chair of Public Safety

- Fire Science
- EMT
- Law Enforcement

V. Program Chair of Automotive

VI. Program Chair of BNAT

VII. Program Chair of Computer Aided Design

VIII. Program Chair of Information Systems

- Computer Information Systems
- Computer Science

IX. Program Chair of Early Childhood Education

X. Program Chair of Heating Ventilation & Air Conditioning

XI. Program Chair of Physical Therapy

Article 10.0 Fringe Benefits for Faculty

Section 10.1 Medical Insurance

10.1.1 Employee Coverage

The Employee agrees to pay the following percentage of the rate for the comprehensive medical insurance program provided by the College:

YEAR	SINGLE - % of Employee Contribution		FAMILY- % of Employee Contribution	
All academic years covered by this agreement	HMO	8%	HMO	34%
	PPO	12%	PPO	37%

The Board agrees to pay the premiums for the comprehensive medical insurance program provided by the College less the employee's percentage of contribution as set forth in the chart above.

10.1.2 Dependent and Family Coverage

Participation shall be at the election of the faculty member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the College and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the Board.

10.1.3 Husband and Wife Employed

The Board agrees to pay, at the option of the faculty members, the full cost of dependent coverage for the comprehensive medical insurance program provided by the College in the case where a husband and wife are both employed by the Board as faculty members.

10.1.4 Cost Containment Committee

A joint union-administration committee shall be formed to study and implement health insurance cost containment proposals. The committee shall consist of three (3) faculty members chosen by the Union Chapter Chairperson, three (3) classified staff members chosen by Union Chapter Chairperson, and three (3) administrators chosen by the President of the College. All information regarding the Medical Insurance Plan administered by the College's insurance carrier which is supplied to the College and which affects or could affect the insurance rates shall be supplied to this committee. At the time the College's insurance carrier convenes meetings with the administration in February to discuss and to propose cost containment measures, the President (or his or her designee) shall inform the committee and schedule the initial meeting during the month of February and invite the committee to be a full participant in these discussions. These meetings and discussions should take place during the months of February and March. The committee should make its recommendations concerning cost containment proposals no later than April 1 of each year of this Agreement. The committee recommendations on cost containment should be acted upon by the Board no later than June 30 of each year of this Agreement.

Section 10.2 Dental Insurance

10.2.1 Employee Coverage

The Board agrees to pay one hundred percent (100%) of the per annum individual rate for the dental insurance program provided by the College.

10.2.2 Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the dental insurance program provided by the College. Participation shall be at the election of the faculty member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the College and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the board.

10.2.3 Husband and Wife Employed

The Board agrees to pay, at the option of the faculty members, the full cost of dependent coverage for the dental insurance program provided by the College in the case where a husband and wife are both employed by the Board as faculty members.

10.2.4 Benefits

The benefits for the dental insurance program provided by the College shall be equivalent to or greater than those of the 2018-2019 group program.

Section 10.3 Vision Insurance

10.3.1 Employee Coverage

The Board agrees to pay one hundred percent (100%) of the per annum individual rate for the vision insurance program provided by the College.

10.3.2 Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the vision insurance program provided by the College. Participation shall be at the election of the faculty member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the college and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the board.

10.3.3 Husband and Wife Employed

The Board agrees to pay, at the option of the faculty members, the full cost of dependent coverage for the vision insurance program provided by the College in the case where a husband and wife are both employed by the Board as faculty members.

10.3.4 Benefits

The benefits for the vision insurance program provided by the College shall be equivalent to or greater than those of the 2018-2019 group program.

Section 10.4 Term Life Insurance

The Board agrees to pay for a group term life insurance policy with accidental death and dismemberment provisions for each faculty member equal to his or her annual salary rounded to the closest, lowest thousand dollars, but not less than \$35,000.

Section 10.5 Long-Term Care Insurance

10.5.1 Employee Coverage

An employee may participate, at their option and at their sole expense, in the long-term care insurance program offered by the College.

10.5.2 Benefits

The long-term care insurance benefits offered by the College in 2000-01 shall constitute the foundation level.

Section 10.6 Tuition and Supplies

If a faculty member is required by the Chief Academic Officer (or his or her designee) to take one or more courses, the faculty member shall be reimbursed for tuition, books, and supplies.

Section 10.7 Other Benefits

Other optional benefits to be paid for by the faculty member are:

- Additional group term life insurance with accidental death and dismemberment
- Qualified tax-sheltered retirement plan chosen from plans now offered and approved by the College
- Disability insurance
- Long-Term Care insurance options exceeding the base plan

Section 10.8 IRS 125 Program

The Board has implemented an IRS 125 Program. The Union agrees that its members shall undertake the payment of the enrollment, start-up, and monthly administrative costs of the Program, in full, as to each of them individually, at their option of joining said Program.

Section 10.9 Authorized Deductions

Upon appropriate written authorization executed by a bargaining unit member, the Board shall take deductions from employees' salaries for the following:

- Morton College Foundation
- Morton College Chapter, Local 1600 AFT Scholarship Fund
- Other organizations mutually agreed to by the Board and the Union

Such deductions shall be made in like manner and under the same conditions as apply to other deductions provided for in the Collective Bargaining Agreement between the parties.

Article 11.0 Procedures for Grievance

Section 11.1 Definition

A grievance shall be defined as an alleged violation or a misinterpretation or a misapplication of the terms of this Agreement. No grievance shall be processed unless it is submitted within fifteen (15) school days after a reasonable person should have been aware of the alleged violation. Time limits shall be strictly adhered to, and may be extended only by mutual agreement. Failure to communicate a decision within the specified time limits shall permit the Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision tendered at that step.

Section 11.2 Procedure

The parties hereto acknowledge that it is desirable for an employee and his or her immediate supervisor to resolve problems through free and informal communication. When requested by the employee, a Union representative may accompany the employee to assist in the informal solution of the complaint. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be submitted.

Section 11.3 Steps in the Grievance Procedure

11.3.1 Step One: Grievance Submitted in Writing

The faculty member's grievance, including the relief sought, shall be submitted in writing in the first instance to his or her immediate responsible administrator who shall arrange a meeting of the affected parties within ten (10) school days after receipt of the grievance. The administrator shall provide a written answer to the grievant within ten (10) school days after completion of the meeting and shall include reasons for the decision.

11.3.2 Step Two: Submitted to Next Administrative Level

If the grievance is not resolved in Step One, the aggrieved shall have the right to refer his or her grievance to the next higher administrative officer in line of authority within ten (10) school days after the written reply in Step One was received by the grievant. Within ten (10) school days after receipt of the appeal, the administrative officer shall arrange for a meeting of the affected parties. Upon conclusion of this meeting, the administrative officer shall, within ten (10) school days, provide a written decision with reasons to the grievant and the Union.

11.3.3 Step Three: Appeal Submitted to the President of the College

If the grievance is not resolved by the respective administrators, the grievant may, within ten (10) school days, request the grievance be referred to the President of the College. All reports from previous appeals shall be submitted with the grievant's appeal. The President of the College shall, within ten (10) school days after receipt of the appeal, arrange for a meeting of the affected parties. Upon conclusion of the meeting, the President of the College shall, within ten (10) school days, provide a written decision with reasons to the aggrieved and the Union.

11.3.4 Step Four: Grievance Referred to Board

If the grievance has not been resolved in the above three steps, the grievant may, in writing, request of the President of the College that the grievance be appealed to the Board. This request must be filed within ten (10) school days of receipt by the aggrieved of the written reply of the President of the College in Step Three. The President of the College shall forward to the Board all relevant documents considered in the previous steps of the grievance. The Board shall, within thirty-five (35) calendar days of the receipt of the request for appeal by the President of the College, arrange for a hearing of the affected parties. Within ten (10) school days after the hearing, the Board shall provide a written decision with reasons to the aggrieved and the Union.

11.3.5 Arbitration

The Union and the aggrieved may refer the grievance to arbitration within thirty-five (35) calendar days after receipt of the Board's answer and shall notify the President of the College, in writing, that they wish to submit the grievance to binding arbitration. Within five (5) school days of receipt of the notification to request binding arbitration, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Board and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. However, if the Union or Board desires to strike all names on this panel of arbitrators and requests a new panel, it may do so no more than two (2) times. The arbitrator shall be notified of his or her selection by a joint letter from representatives of the Board and the Union requesting that the arbitrator set a time and place, subject to the availability of the Board and the Union representatives.

11.3.6 Authority of Arbitrator

Neither the Union nor the aggrieved shall be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to any, or inconsistent with, or modifying, or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon the interpretation of the meaning or application of specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be implemented as per the order of the arbitrator.

11.3.7 Expense of Arbitration

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

11.3.8 Individual and Union Grievances

Individual faculty members shall sign their name to any grievance which they may file. When the Union files a grievance involving an individual faculty member or a group of faculty members, the grievance shall be signed by the Union Chairperson and the Grievance Chairperson and the individual or the group of faculty members involved. Faculty members shall not be disciplined or discriminated against or suffer any loss because of their involvement as a grievant, witness, representative, or other participant in a grievance.

11.3.8.1 Union Filing a Grievance

The Union, at its discretion, shall have the right to pursue an issue presented by an aggrieved independently in cases where it believes that the grievance affects the welfare of a sizable number of faculty members who are in a similar situation.

11.3.8.2 Conference

Conferences held on grievances shall be scheduled at a time and place which will afford ample opportunity for all persons who are entitled to attend, including representatives of and witnesses for the aggrieved.

11.3.9 Evidence and Hearing

At all steps of the Grievance Procedure and Arbitration it is the right of the administration and Board and the aggrieved and Union to be represented by advisors or counsels and to be afforded rights to call witnesses, present evidence, cross-examine witnesses, and to deny, refute, and rebut charges, testimony, and evidence.

11.3.10 Union Representation

When the aggrieved wishes Union representation, contact relative to the grievance by any administrator with the aggrieved shall be made only through, or in the presence of, the designated representative, and all proceedings shall be held in the presence of said representative.

Section 11.4 Legal Proceedings

In the event a member of the bargaining unit or the Union commences a proceeding in any state or federal court or administrative agency against the Board or administration, charging the Board or administration with alleged violation of this Agreement, such remedy shall be exclusive and said member or Union shall be barred from invoking any remedy by this grievance procedure for that specific proceeding at the same time.

Article 12.0 Business Office Procedures

Section 12.1 Changes in Procedures to be Discussed

All changes in Business Office policies or procedures bearing on the financial welfare of faculty members, individually or collectively, shall be discussed with the Union before their implementation with the exception of items covered in Sections 12.2, 12.3, and 12.4 which are part of this Agreement and cannot be changed unless negotiated.

Section 12.2 Pay Dates

Pay dates shall be the 15th (or closest working day preceding) and the last working day of the month, or when a pay day falls on a holiday or a break period in the academic calendar at such earlier time as may be appropriate as determined by the Chief Academic Officer of Business and Administrative Affairs.

Section 12.3 Transmittal of Paychecks

The Business Office shall transmit paychecks to banks for deposit as designated by faculty members. Necessary bank forms shall be provided by the faculty.

Section 12.4 Overload Payments

Overload payments during the fall and spring semesters shall be paid in equal installments beginning with the second (2nd) pay date after the course begins. During the summer semester, payments shall be made beginning with the first pay date of the semester provided such regularly scheduled pay date is at least five school days after the start of the summer class period, If it is less than five school days after the start of the summer class period, then payments shall begin with the second pay date. Each faculty member entitled to receive overload or summer payments shall be given the option to extend those payments up to two payroll periods (e.g. through and including January 15th, June 15th, or August 31st).

Section 12.5 Deduction Report

A faculty member shall have access to a written statement of explanation of any extra deductions where the code is not identified on the check stub. A faculty member shall have access to an explanation of any additional income over and above their base salary which is included in their pay check and, if it is comprised of partial payments, the number and amount of each partial payment, e.g., "1 of 8".

Section 12.6 Extra Pay

For each pay period any amounts over and above the contractual salary shall be identified and labeled on the attached check stub; inclusive dates of the service so compensated shall be indicated as well. The income tax deduction for such extra pay shall be calculated according to the tables provided by the Internal Revenue Service.

Section 12.7 Qualified Tax-Sheltered Retirement Plans

Faculty members shall have the right to purchase under payroll deduction a qualified tax-sheltered retirement plan of their own choosing from those currently offered by the College. The College does not endorse any of the plans it makes available for purchase. Further, it assumes no fiduciary responsibility for any decision a faculty member makes concerning his or her selection and participation in such a plan, including any financial loss a faculty member may suffer.

Section 12.8 Salary Paid in Installments

The annual salary shall be paid in eighteen (18) or twenty-four (24) equal installments at the option of the faculty member. With the exception of new employees, faculty members must notify the Business Office of their preference no later than June 1.

Section 12.9 College Vehicles

When College owned vehicles are purchased, they shall be available for faculty use in connection with instructional activities, procedures to be determined by the Business Office. The Board shall carry adequate insurance on College vehicles and on authorized drivers holding valid Illinois drivers' licenses.

Section 12.10 Union Deductions

12.10.1 Dues

The Union shall provide the Business Office with a list of faculty members desiring payroll deductions for Union dues. These dues shall be turned over to the Union treasurer with the list of faculty members from whom the payroll deductions have been made.

12.10.2 Committee on Political Education (COPE)

Upon receipt of a voluntary written authorization from a faculty member, the Board shall deduct an amount specified by the faculty member from his or her paycheck and send it to the CCCTU -- COPE. Such deductions shall continue until the Board receives a written revocation from the faculty member stating that he or she no longer wants the deduction to be taken.

Deductions shall be remitted in a timely manner and shall be accompanied by an itemized list showing the name of each faculty member and the amount of the deduction withheld.

Section 12.11 Indemnification

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of Section 12.10; in reliance on any notice, letter, or authorization forwarded to the Board by the Union pursuant to Section 12.10; and including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

Article 13.0 Special Clauses Covering Changes, Term, and Superior Authority of Agreement

Section 13.1 Matters Not Covered by this Agreement

The Board agrees that except for those matters forming a part of this Agreement -- which may be changed only by mutual consent of both parties -- no changes in existing instructor welfare and educational policies will be effected without consultation with the Union and notification to the Union will be given as far as is reasonably possible in advance of the proposed date of adoption of any such changes, for the purpose of affording the Union an opportunity, if it has any objections to such proposed change, to resolve these objections with the Board and its representatives, before any change is adopted.

Section 13.2 Terms

The terms of the foregoing Agreement are for the period August 16, 2019 through August 15, 2024 inclusive, unless otherwise herein specified.

Section 13.3 Conflict with Board Policy

If any provision contained in the Board policy is in conflict with this Agreement, this Agreement shall prevail.

Section 13.4 Conflict with Previous Agreements

It is the intent that all terms and conditions contained in this Agreement shall take precedence over terms and conditions of the previous Agreement when a conflict exists between the two Agreements.

Section 13.5 Reopener

If legislated pension changes affect the obligations of Morton College and/or the benefits of the bargaining unit members, either party may move to reopen the contract on sixty (60) days' notice thereof to negotiate the financial impact of the same.

EXECUTED this _____ DAY OF _____, A.D., 2020 AT CICERO, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby.

Morton College, Community College
District 527

AFT Local 1600, Faculty Union

[Insert Names]

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X, Y, Z — *No listings*

Salary Schedule for 2018-2019

Step	BA	BA+12	Ba+24	MA	MA+12	MA+24	MA+36	MA+48	PhD	PhD+12
0	\$ 42,113	\$ 43,461	\$ 44,853	\$ 45,283	\$ 46,732	\$ 48,228	\$ 49,773	\$ 51,364	\$ 53,008	\$ 54,703
1	\$ 43,271	\$ 44,657	\$ 46,086	\$ 46,642	\$ 48,135	\$ 49,676	\$ 51,267	\$ 52,905	\$ 54,598	\$ 56,344
2	\$ 44,462	\$ 45,886	\$ 47,355	\$ 48,042	\$ 49,580	\$ 51,167	\$ 52,805	\$ 54,493	\$ 56,237	\$ 58,036
3	\$ 45,686	\$ 47,148	\$ 48,657	\$ 49,484	\$ 51,068	\$ 52,703	\$ 54,389	\$ 56,129	\$ 57,925	\$ 59,778
4	\$ 46,943	\$ 48,445	\$ 49,995	\$ 50,970	\$ 52,600	\$ 54,284	\$ 56,021	\$ 57,813	\$ 59,664	\$ 61,572
5	\$ 48,235	\$ 49,778	\$ 51,371	\$ 52,499	\$ 54,178	\$ 55,913	\$ 57,702	\$ 59,548	\$ 61,453	\$ 63,419
6	\$ 49,561	\$ 51,146	\$ 52,784	\$ 54,074	\$ 55,804	\$ 57,590	\$ 59,433	\$ 61,334	\$ 63,297	\$ 65,322
7	\$ 50,924	\$ 52,553	\$ 54,235	\$ 55,696	\$ 57,478	\$ 59,318	\$ 61,216	\$ 63,174	\$ 65,196	\$ 67,281
8	\$ 52,324	\$ 53,998	\$ 55,727	\$ 57,367	\$ 59,202	\$ 61,097	\$ 63,053	\$ 65,069	\$ 67,152	\$ 69,300
9	\$ 53,763	\$ 55,483	\$ 57,259	\$ 59,088	\$ 60,978	\$ 62,930	\$ 64,944	\$ 67,021	\$ 69,166	\$ 71,379
10	\$ 55,242	\$ 57,009	\$ 58,834	\$ 60,861	\$ 62,807	\$ 64,818	\$ 66,892	\$ 69,032	\$ 71,241	\$ 73,520
11	\$ 56,761	\$ 58,577	\$ 60,452	\$ 62,686	\$ 64,692	\$ 66,763	\$ 68,899	\$ 71,103	\$ 73,379	\$ 75,726
12	\$ 58,322	\$ 60,187	\$ 62,114	\$ 64,567	\$ 66,632	\$ 68,766	\$ 70,966	\$ 73,236	\$ 75,580	\$ 77,998
13	\$ 59,926	\$ 61,843	\$ 63,822	\$ 66,504	\$ 68,631	\$ 70,828	\$ 73,095	\$ 75,433	\$ 77,847	\$ 80,337
14	\$ 61,574	\$ 63,543	\$ 65,577	\$ 68,499	\$ 70,690	\$ 72,953	\$ 75,288	\$ 77,696	\$ 80,183	\$ 82,748
15	\$ 63,267	\$ 65,291	\$ 67,381	\$ 70,554	\$ 72,811	\$ 75,142	\$ 77,547	\$ 80,027	\$ 82,588	\$ 85,230
16	\$ 65,007	\$ 67,086	\$ 69,234	\$ 72,671	\$ 74,995	\$ 77,396	\$ 79,873	\$ 82,428	\$ 85,066	\$ 87,787
17	\$ 66,794	\$ 68,931	\$ 71,138	\$ 74,851	\$ 77,245	\$ 79,718	\$ 82,269	\$ 84,901	\$ 87,618	\$ 90,420
18	\$ 68,631	\$ 70,827	\$ 73,094	\$ 77,096	\$ 79,563	\$ 82,110	\$ 84,737	\$ 87,448	\$ 90,246	\$ 93,133
19	\$ 70,519	\$ 72,774	\$ 75,104	\$ 79,409	\$ 81,950	\$ 84,573	\$ 87,280	\$ 90,071	\$ 92,954	\$ 95,927
20	\$ 72,458	\$ 74,776	\$ 77,169	\$ 81,792	\$ 84,408	\$ 87,110	\$ 89,898	\$ 92,773	\$ 95,742	\$ 98,805
21	\$ 74,450	\$ 76,832	\$ 79,292	\$ 84,245	\$ 86,940	\$ 89,723	\$ 92,595	\$ 95,557	\$ 98,615	\$ 101,769
22	\$ 76,498	\$ 78,945	\$ 81,472	\$ 86,773	\$ 89,548	\$ 92,415	\$ 95,373	\$ 98,423	\$ 101,573	\$ 104,822
23	\$ 78,602	\$ 81,116	\$ 83,713	\$ 89,376	\$ 92,235	\$ 95,188	\$ 98,234	\$ 101,376	\$ 104,620	\$ 107,967
24	\$ 80,763	\$ 83,347	\$ 86,015	\$ 92,057	\$ 95,002	\$ 98,043	\$ 101,181	\$ 104,417	\$ 107,759	\$ 111,206
25	\$ 82,984	\$ 85,639	\$ 88,380	\$ 94,819	\$ 97,852	\$ 100,984	\$ 104,216	\$ 107,550	\$ 110,992	\$ 114,542
26	\$ 85,266	\$ 87,994	\$ 90,811	\$ 97,663	\$ 100,788	\$ 104,014	\$ 107,343	\$ 110,776	\$ 114,321	\$ 117,978
27	\$ 87,611	\$ 90,414	\$ 93,308	\$ 100,593	\$ 103,811	\$ 107,134	\$ 110,563	\$ 114,100	\$ 117,751	\$ 121,518
28	\$ 90,020	\$ 92,900	\$ 95,874	\$ 103,611	\$ 106,926	\$ 110,348	\$ 113,880	\$ 117,523	\$ 121,284	\$ 125,163
29	\$ 92,496	\$ 95,455	\$ 98,510	\$ 106,720	\$ 110,133	\$ 113,659	\$ 117,296	\$ 121,048	\$ 124,922	\$ 128,918
30	\$ 95,039	\$ 98,080	\$ 101,219	\$ 109,921	\$ 113,437	\$ 117,069	\$ 120,815	\$ 124,680	\$ 128,670	\$ 132,786
31	\$ 97,653	\$ 100,777	\$ 104,003	\$ 113,219	\$ 116,840	\$ 120,581	\$ 124,440	\$ 128,420	\$ 132,530	\$ 136,769
32	\$ 100,338	\$ 103,548	\$ 106,863	\$ 116,615	\$ 120,346	\$ 124,198	\$ 128,173	\$ 132,273	\$ 136,506	\$ 140,872
33	\$ 103,098	\$ 106,396	\$ 109,802	\$ 120,114	\$ 123,956	\$ 127,924	\$ 132,018	\$ 136,241	\$ 140,601	\$ 145,098
34	\$ 105,933	\$ 109,322	\$ 112,821	\$ 123,717	\$ 127,675	\$ 131,762	\$ 135,979	\$ 140,328	\$ 144,819	\$ 149,451
35	\$ 108,846	\$ 112,328	\$ 115,924	\$ 127,429	\$ 131,505	\$ 135,715	\$ 140,058	\$ 144,538	\$ 149,164	\$ 153,935

Salary Schedule for 2019-2020

Step	BA	BA+12	Ba+24	MA	MA+12	MA+24	MA+36	MA+48	PhD	PhD+12
0	\$ 42,420	\$ 43,778	\$ 45,180	\$ 45,509	\$ 46,966	\$ 48,469	\$ 50,022	\$ 51,621	\$ 53,273	\$ 54,977
1	\$ 43,587	\$ 44,982	\$ 46,423	\$ 46,868	\$ 48,368	\$ 49,916	\$ 51,515	\$ 53,162	\$ 54,863	\$ 56,618
2	\$ 44,785	\$ 46,220	\$ 47,699	\$ 48,274	\$ 49,820	\$ 51,415	\$ 53,061	\$ 54,757	\$ 56,509	\$ 58,316
3	\$ 46,018	\$ 47,492	\$ 49,012	\$ 49,723	\$ 51,315	\$ 52,958	\$ 54,653	\$ 56,400	\$ 58,205	\$ 60,067
4	\$ 47,285	\$ 48,798	\$ 50,360	\$ 51,216	\$ 52,855	\$ 54,548	\$ 56,293	\$ 58,094	\$ 59,952	\$ 61,870
5	\$ 48,586	\$ 50,141	\$ 51,745	\$ 52,754	\$ 54,441	\$ 56,184	\$ 57,982	\$ 59,836	\$ 61,752	\$ 63,727
6	\$ 49,923	\$ 51,520	\$ 53,169	\$ 54,336	\$ 56,074	\$ 57,870	\$ 59,722	\$ 61,632	\$ 63,604	\$ 65,639
7	\$ 51,296	\$ 52,936	\$ 54,631	\$ 55,967	\$ 57,757	\$ 59,606	\$ 61,513	\$ 63,481	\$ 65,512	\$ 67,608
8	\$ 52,706	\$ 54,392	\$ 56,133	\$ 57,645	\$ 59,490	\$ 61,394	\$ 63,359	\$ 65,385	\$ 67,478	\$ 69,636
9	\$ 54,155	\$ 55,888	\$ 57,677	\$ 59,375	\$ 61,274	\$ 63,235	\$ 65,260	\$ 67,346	\$ 69,502	\$ 71,726
10	\$ 55,645	\$ 57,425	\$ 59,263	\$ 61,156	\$ 63,112	\$ 65,133	\$ 67,217	\$ 69,367	\$ 71,587	\$ 73,877
11	\$ 57,175	\$ 59,004	\$ 60,893	\$ 62,991	\$ 65,005	\$ 67,087	\$ 69,233	\$ 71,448	\$ 73,734	\$ 76,093
12	\$ 58,748	\$ 60,627	\$ 62,568	\$ 64,880	\$ 66,956	\$ 69,100	\$ 71,310	\$ 73,592	\$ 75,947	\$ 78,376
13	\$ 60,363	\$ 62,294	\$ 64,288	\$ 66,827	\$ 68,964	\$ 71,173	\$ 73,450	\$ 75,799	\$ 78,225	\$ 80,728
14	\$ 62,023	\$ 64,008	\$ 66,056	\$ 68,832	\$ 71,033	\$ 73,307	\$ 75,653	\$ 78,073	\$ 80,572	\$ 83,149
15	\$ 63,729	\$ 65,767	\$ 67,872	\$ 70,896	\$ 73,164	\$ 75,506	\$ 77,923	\$ 80,415	\$ 82,989	\$ 85,644
16	\$ 65,481	\$ 67,576	\$ 69,739	\$ 73,023	\$ 75,359	\$ 77,772	\$ 80,261	\$ 82,828	\$ 85,479	\$ 88,213
17	\$ 67,282	\$ 69,434	\$ 71,657	\$ 75,214	\$ 77,620	\$ 80,105	\$ 82,669	\$ 85,313	\$ 88,043	\$ 90,860
18	\$ 69,132	\$ 71,344	\$ 73,628	\$ 77,471	\$ 79,949	\$ 82,508	\$ 85,148	\$ 87,873	\$ 90,685	\$ 93,585
19	\$ 71,033	\$ 73,306	\$ 75,652	\$ 79,794	\$ 82,348	\$ 84,984	\$ 87,703	\$ 90,509	\$ 93,405	\$ 96,393
20	\$ 72,987	\$ 75,321	\$ 77,733	\$ 82,188	\$ 84,818	\$ 87,533	\$ 90,335	\$ 93,223	\$ 96,207	\$ 99,284
21	\$ 74,994	\$ 77,393	\$ 79,870	\$ 84,655	\$ 87,362	\$ 90,159	\$ 93,044	\$ 96,020	\$ 99,093	\$ 102,263
22	\$ 77,056	\$ 79,521	\$ 82,067	\$ 87,194	\$ 89,983	\$ 92,863	\$ 95,836	\$ 98,901	\$ 102,067	\$ 105,331
23	\$ 79,175	\$ 81,708	\$ 84,324	\$ 89,810	\$ 92,682	\$ 95,650	\$ 98,711	\$ 101,868	\$ 105,128	\$ 108,491
24	\$ 81,353	\$ 83,955	\$ 86,643	\$ 92,504	\$ 95,463	\$ 98,520	\$ 101,672	\$ 104,924	\$ 108,282	\$ 111,746
25	\$ 83,590	\$ 86,264	\$ 89,026	\$ 95,279	\$ 98,327	\$ 101,475	\$ 104,722	\$ 108,072	\$ 111,531	\$ 115,098
26	\$ 85,888	\$ 88,636	\$ 91,473	\$ 98,138	\$ 101,277	\$ 104,518	\$ 107,864	\$ 111,314	\$ 114,877	\$ 118,551
27	\$ 88,250	\$ 91,074	\$ 93,989	\$ 101,081	\$ 104,316	\$ 107,654	\$ 111,100	\$ 114,653	\$ 118,322	\$ 122,107
28	\$ 90,677	\$ 93,578	\$ 96,574	\$ 104,114	\$ 107,444	\$ 110,884	\$ 114,433	\$ 118,094	\$ 121,872	\$ 125,771
29	\$ 93,171	\$ 96,152	\$ 99,230	\$ 107,237	\$ 110,668	\$ 114,210	\$ 117,866	\$ 121,636	\$ 125,529	\$ 129,544
30	\$ 95,733	\$ 98,796	\$ 101,958	\$ 110,455	\$ 113,988	\$ 117,637	\$ 121,401	\$ 125,285	\$ 129,294	\$ 133,430
31	\$ 98,365	\$ 101,513	\$ 104,762	\$ 113,768	\$ 117,407	\$ 121,166	\$ 125,044	\$ 129,044	\$ 133,173	\$ 137,434
32	\$ 101,071	\$ 104,304	\$ 107,643	\$ 117,182	\$ 120,929	\$ 124,801	\$ 128,795	\$ 132,915	\$ 137,169	\$ 141,556
33	\$ 103,850	\$ 107,172	\$ 110,603	\$ 120,697	\$ 124,558	\$ 128,545	\$ 132,659	\$ 136,903	\$ 141,284	\$ 145,803
34	\$ 106,706	\$ 110,120	\$ 113,645	\$ 124,318	\$ 128,294	\$ 132,401	\$ 136,639	\$ 141,009	\$ 145,522	\$ 150,176
35	\$ 109,641	\$ 113,148	\$ 116,770	\$ 128,047	\$ 132,144	\$ 136,374	\$ 140,738	\$ 145,239	\$ 149,888	\$ 154,682

Salary Schedule for 2020-2021

Step	BA	BA+12	Ba+24	MA	MA+12	MA+24	MA+36	MA+48	PhD	PhD+12
0	\$ 42,730	\$ 44,098	\$ 45,510	\$ 45,737	\$ 47,200	\$ 48,711	\$ 50,272	\$ 51,879	\$ 53,539	\$ 55,251
1	\$ 43,905	\$ 45,311	\$ 46,762	\$ 47,102	\$ 48,609	\$ 50,166	\$ 51,773	\$ 53,428	\$ 55,138	\$ 56,901
2	\$ 45,112	\$ 46,557	\$ 48,048	\$ 48,508	\$ 50,060	\$ 51,663	\$ 53,318	\$ 55,022	\$ 56,783	\$ 58,599
3	\$ 46,353	\$ 47,838	\$ 49,368	\$ 49,964	\$ 51,563	\$ 53,214	\$ 54,918	\$ 56,673	\$ 58,487	\$ 60,357
4	\$ 47,629	\$ 49,154	\$ 50,728	\$ 51,464	\$ 53,111	\$ 54,811	\$ 56,566	\$ 58,374	\$ 60,242	\$ 62,170
5	\$ 48,940	\$ 50,506	\$ 52,123	\$ 53,008	\$ 54,705	\$ 56,457	\$ 58,263	\$ 60,127	\$ 62,051	\$ 64,036
6	\$ 50,287	\$ 51,895	\$ 53,556	\$ 54,600	\$ 56,346	\$ 58,150	\$ 60,011	\$ 61,931	\$ 63,914	\$ 65,957
7	\$ 51,671	\$ 53,323	\$ 55,030	\$ 56,238	\$ 58,037	\$ 59,895	\$ 61,812	\$ 63,789	\$ 65,830	\$ 67,936
8	\$ 53,091	\$ 54,789	\$ 56,544	\$ 57,925	\$ 59,779	\$ 61,692	\$ 63,666	\$ 65,703	\$ 67,805	\$ 69,975
9	\$ 54,551	\$ 56,296	\$ 58,098	\$ 59,663	\$ 61,572	\$ 63,543	\$ 65,576	\$ 67,674	\$ 69,840	\$ 72,073
10	\$ 56,051	\$ 57,844	\$ 59,696	\$ 61,453	\$ 63,419	\$ 65,449	\$ 67,544	\$ 69,704	\$ 71,935	\$ 74,236
11	\$ 57,592	\$ 59,435	\$ 61,337	\$ 63,297	\$ 65,321	\$ 67,412	\$ 69,570	\$ 71,795	\$ 74,092	\$ 76,463
12	\$ 59,177	\$ 61,069	\$ 63,024	\$ 65,196	\$ 67,280	\$ 69,435	\$ 71,656	\$ 73,949	\$ 76,315	\$ 78,756
13	\$ 60,804	\$ 62,749	\$ 64,758	\$ 67,151	\$ 69,300	\$ 71,518	\$ 73,806	\$ 76,167	\$ 78,605	\$ 81,120
14	\$ 62,476	\$ 64,474	\$ 66,538	\$ 69,166	\$ 71,378	\$ 73,664	\$ 76,021	\$ 78,452	\$ 80,963	\$ 83,553
15	\$ 64,194	\$ 66,248	\$ 68,368	\$ 71,241	\$ 73,519	\$ 75,873	\$ 78,301	\$ 80,806	\$ 83,392	\$ 86,059
16	\$ 65,960	\$ 68,069	\$ 70,248	\$ 73,378	\$ 75,725	\$ 78,149	\$ 80,650	\$ 83,230	\$ 85,894	\$ 88,642
17	\$ 67,773	\$ 69,941	\$ 72,180	\$ 75,579	\$ 77,997	\$ 80,494	\$ 83,070	\$ 85,727	\$ 88,470	\$ 91,301
18	\$ 69,637	\$ 71,864	\$ 74,165	\$ 77,847	\$ 80,337	\$ 82,909	\$ 85,562	\$ 88,299	\$ 91,125	\$ 94,040
19	\$ 71,551	\$ 73,841	\$ 76,205	\$ 80,182	\$ 82,747	\$ 85,396	\$ 88,129	\$ 90,948	\$ 93,859	\$ 96,860
20	\$ 73,519	\$ 75,872	\$ 78,300	\$ 82,587	\$ 85,230	\$ 87,958	\$ 90,772	\$ 93,676	\$ 96,674	\$ 99,766
21	\$ 75,542	\$ 77,957	\$ 80,453	\$ 85,065	\$ 87,787	\$ 90,597	\$ 93,497	\$ 96,486	\$ 99,575	\$ 102,759
22	\$ 77,619	\$ 80,102	\$ 82,665	\$ 87,618	\$ 90,420	\$ 93,314	\$ 96,301	\$ 99,381	\$ 102,561	\$ 105,842
23	\$ 79,753	\$ 82,304	\$ 84,940	\$ 90,245	\$ 93,132	\$ 96,114	\$ 99,190	\$ 102,363	\$ 105,639	\$ 109,017
24	\$ 81,947	\$ 84,568	\$ 87,275	\$ 92,953	\$ 95,926	\$ 98,997	\$ 102,166	\$ 105,433	\$ 108,808	\$ 112,288
25	\$ 84,200	\$ 86,893	\$ 89,675	\$ 95,742	\$ 98,804	\$ 101,968	\$ 105,231	\$ 108,597	\$ 112,072	\$ 115,657
26	\$ 86,515	\$ 89,283	\$ 92,141	\$ 98,614	\$ 101,769	\$ 105,026	\$ 108,388	\$ 111,854	\$ 115,434	\$ 119,127
27	\$ 88,895	\$ 91,739	\$ 94,675	\$ 101,572	\$ 104,822	\$ 108,177	\$ 111,639	\$ 115,210	\$ 118,897	\$ 122,700
28	\$ 91,339	\$ 94,261	\$ 97,279	\$ 104,619	\$ 107,967	\$ 111,422	\$ 114,989	\$ 118,666	\$ 122,464	\$ 126,381
29	\$ 93,851	\$ 96,854	\$ 99,954	\$ 107,758	\$ 111,205	\$ 114,765	\$ 118,438	\$ 122,227	\$ 126,138	\$ 130,173
30	\$ 96,432	\$ 99,517	\$ 102,703	\$ 110,991	\$ 114,542	\$ 118,208	\$ 121,991	\$ 125,894	\$ 129,922	\$ 134,078
31	\$ 99,084	\$ 102,254	\$ 105,526	\$ 114,321	\$ 117,977	\$ 121,754	\$ 125,650	\$ 129,670	\$ 133,820	\$ 138,100
32	\$ 101,808	\$ 105,066	\$ 108,428	\$ 117,750	\$ 121,517	\$ 125,407	\$ 129,420	\$ 133,560	\$ 137,835	\$ 142,244
33	\$ 104,608	\$ 107,955	\$ 111,411	\$ 121,283	\$ 125,162	\$ 129,169	\$ 133,303	\$ 137,567	\$ 141,969	\$ 146,510
34	\$ 107,485	\$ 110,923	\$ 114,474	\$ 124,921	\$ 128,918	\$ 133,044	\$ 137,302	\$ 141,694	\$ 146,229	\$ 150,906
35	\$ 110,441	\$ 113,974	\$ 117,623	\$ 128,669	\$ 132,785	\$ 137,035	\$ 141,421	\$ 145,945	\$ 150,615	\$ 155,433

Salary Schedule for 2021-2022

Step	BA	BA+12	Ba+24	MA	MA+12	MA+24	MA+36	MA+48	PhD	PhD+12
0	\$ 43,042	\$ 44,420	\$ 45,842	\$ 45,966	\$ 47,436	\$ 48,955	\$ 50,523	\$ 52,138	\$ 53,807	\$ 55,528
1	\$ 44,226	\$ 45,641	\$ 47,103	\$ 47,338	\$ 48,853	\$ 50,416	\$ 52,031	\$ 53,695	\$ 55,413	\$ 57,185
2	\$ 45,442	\$ 46,896	\$ 48,398	\$ 48,751	\$ 50,311	\$ 51,921	\$ 53,585	\$ 55,298	\$ 57,067	\$ 58,892
3	\$ 46,691	\$ 48,186	\$ 49,729	\$ 50,206	\$ 51,813	\$ 53,471	\$ 55,184	\$ 56,948	\$ 58,771	\$ 60,650
4	\$ 47,975	\$ 49,512	\$ 51,096	\$ 51,713	\$ 53,368	\$ 55,077	\$ 56,841	\$ 58,657	\$ 60,534	\$ 62,470
5	\$ 49,296	\$ 50,875	\$ 52,503	\$ 53,265	\$ 54,970	\$ 56,730	\$ 58,546	\$ 60,417	\$ 62,351	\$ 64,346
6	\$ 50,653	\$ 52,274	\$ 53,947	\$ 54,864	\$ 56,620	\$ 58,433	\$ 60,302	\$ 62,231	\$ 64,222	\$ 66,277
7	\$ 52,047	\$ 53,712	\$ 55,430	\$ 56,511	\$ 58,319	\$ 60,186	\$ 62,111	\$ 64,098	\$ 66,151	\$ 68,266
8	\$ 53,479	\$ 55,190	\$ 56,956	\$ 58,207	\$ 60,068	\$ 61,992	\$ 63,975	\$ 66,022	\$ 68,134	\$ 70,314
9	\$ 54,949	\$ 56,706	\$ 58,523	\$ 59,953	\$ 61,871	\$ 63,851	\$ 65,894	\$ 68,002	\$ 70,179	\$ 72,424
10	\$ 56,460	\$ 58,266	\$ 60,131	\$ 61,751	\$ 63,727	\$ 65,767	\$ 67,871	\$ 70,042	\$ 72,284	\$ 74,596
11	\$ 58,013	\$ 59,869	\$ 61,786	\$ 63,604	\$ 65,638	\$ 67,739	\$ 69,908	\$ 72,143	\$ 74,453	\$ 76,834
12	\$ 59,608	\$ 61,515	\$ 63,484	\$ 65,512	\$ 67,607	\$ 69,772	\$ 72,005	\$ 74,307	\$ 76,686	\$ 79,139
13	\$ 61,248	\$ 63,207	\$ 65,230	\$ 67,478	\$ 69,635	\$ 71,865	\$ 74,164	\$ 76,537	\$ 78,986	\$ 81,513
14	\$ 62,932	\$ 64,945	\$ 67,024	\$ 69,501	\$ 71,725	\$ 74,021	\$ 76,390	\$ 78,833	\$ 81,357	\$ 83,959
15	\$ 64,663	\$ 66,730	\$ 68,867	\$ 71,587	\$ 73,876	\$ 76,242	\$ 78,681	\$ 81,198	\$ 83,797	\$ 86,478
16	\$ 66,441	\$ 68,566	\$ 70,761	\$ 73,734	\$ 76,092	\$ 78,528	\$ 81,042	\$ 83,634	\$ 86,310	\$ 89,071
17	\$ 68,268	\$ 70,451	\$ 72,706	\$ 75,946	\$ 78,375	\$ 80,884	\$ 83,473	\$ 86,143	\$ 88,900	\$ 91,744
18	\$ 70,145	\$ 72,389	\$ 74,707	\$ 78,224	\$ 80,727	\$ 83,311	\$ 85,978	\$ 88,727	\$ 91,567	\$ 94,496
19	\$ 72,074	\$ 74,379	\$ 76,761	\$ 80,572	\$ 83,148	\$ 85,810	\$ 88,557	\$ 91,389	\$ 94,314	\$ 97,331
20	\$ 74,056	\$ 76,425	\$ 78,872	\$ 82,989	\$ 85,643	\$ 88,385	\$ 91,213	\$ 94,131	\$ 97,144	\$ 100,250
21	\$ 76,092	\$ 78,527	\$ 81,041	\$ 85,478	\$ 88,213	\$ 91,037	\$ 93,949	\$ 96,955	\$ 100,057	\$ 103,258
22	\$ 78,186	\$ 80,686	\$ 83,269	\$ 88,042	\$ 90,859	\$ 93,768	\$ 96,769	\$ 99,863	\$ 103,060	\$ 106,356
23	\$ 80,335	\$ 82,905	\$ 85,559	\$ 90,684	\$ 93,585	\$ 96,580	\$ 99,672	\$ 102,859	\$ 106,151	\$ 109,547
24	\$ 82,544	\$ 85,185	\$ 87,912	\$ 93,404	\$ 96,392	\$ 99,477	\$ 102,662	\$ 105,946	\$ 109,336	\$ 112,833
25	\$ 84,815	\$ 87,528	\$ 90,329	\$ 96,207	\$ 99,283	\$ 102,462	\$ 105,742	\$ 109,123	\$ 112,616	\$ 116,218
26	\$ 87,147	\$ 89,935	\$ 92,814	\$ 99,093	\$ 102,263	\$ 105,537	\$ 108,914	\$ 112,397	\$ 115,994	\$ 119,705
27	\$ 89,543	\$ 92,408	\$ 95,366	\$ 102,065	\$ 105,330	\$ 108,702	\$ 112,181	\$ 115,769	\$ 119,474	\$ 123,296
28	\$ 92,006	\$ 94,949	\$ 97,988	\$ 105,128	\$ 108,490	\$ 111,963	\$ 115,546	\$ 119,243	\$ 123,059	\$ 126,995
29	\$ 94,536	\$ 97,561	\$ 100,684	\$ 108,281	\$ 111,745	\$ 115,322	\$ 119,013	\$ 122,819	\$ 126,750	\$ 130,804
30	\$ 97,136	\$ 100,244	\$ 103,452	\$ 111,529	\$ 115,097	\$ 118,781	\$ 122,583	\$ 126,505	\$ 130,553	\$ 134,729
31	\$ 99,807	\$ 103,000	\$ 106,297	\$ 114,875	\$ 118,551	\$ 122,345	\$ 126,261	\$ 130,300	\$ 134,470	\$ 138,770
32	\$ 102,552	\$ 105,833	\$ 109,220	\$ 118,322	\$ 122,106	\$ 126,016	\$ 130,048	\$ 134,208	\$ 138,503	\$ 142,934
33	\$ 105,371	\$ 108,743	\$ 112,223	\$ 121,871	\$ 125,770	\$ 129,796	\$ 133,950	\$ 138,235	\$ 142,659	\$ 147,222
34	\$ 108,270	\$ 111,733	\$ 115,310	\$ 125,528	\$ 129,543	\$ 133,690	\$ 137,969	\$ 142,382	\$ 146,938	\$ 151,638
35	\$ 111,247	\$ 114,806	\$ 118,481	\$ 129,293	\$ 133,430	\$ 137,701	\$ 142,108	\$ 146,653	\$ 151,347	\$ 156,187

Salary Schedule for 2022 - 2023

Step	BA	BA+12	Ba+24	MA	MA+12	MA+24	MA+36	MA+48	PhD	PhD+12
0	\$ 43,356	\$ 44,744	\$ 46,177	\$ 46,195	\$ 47,674	\$ 49,200	\$ 50,776	\$ 52,399	\$ 54,076	\$ 55,805
1	\$ 44,548	\$ 45,974	\$ 47,447	\$ 47,574	\$ 49,097	\$ 50,668	\$ 52,292	\$ 53,963	\$ 55,690	\$ 57,471
2	\$ 45,774	\$ 47,239	\$ 48,752	\$ 48,995	\$ 50,562	\$ 52,181	\$ 53,853	\$ 55,574	\$ 57,353	\$ 59,187
3	\$ 47,032	\$ 48,538	\$ 50,092	\$ 50,457	\$ 52,072	\$ 53,739	\$ 55,460	\$ 57,233	\$ 59,065	\$ 60,953
4	\$ 48,326	\$ 49,872	\$ 51,470	\$ 51,963	\$ 53,626	\$ 55,343	\$ 57,116	\$ 58,941	\$ 60,828	\$ 62,773
5	\$ 49,654	\$ 51,245	\$ 52,885	\$ 53,523	\$ 55,236	\$ 57,004	\$ 58,830	\$ 60,710	\$ 62,652	\$ 64,656
6	\$ 51,021	\$ 52,655	\$ 54,341	\$ 55,129	\$ 56,894	\$ 58,715	\$ 60,595	\$ 62,532	\$ 64,533	\$ 66,598
7	\$ 52,426	\$ 54,103	\$ 55,835	\$ 56,784	\$ 58,602	\$ 60,478	\$ 62,413	\$ 64,409	\$ 66,470	\$ 68,597
8	\$ 53,868	\$ 55,592	\$ 57,370	\$ 58,489	\$ 60,360	\$ 62,292	\$ 64,285	\$ 66,342	\$ 68,466	\$ 70,655
9	\$ 55,351	\$ 57,121	\$ 58,949	\$ 60,244	\$ 62,171	\$ 64,161	\$ 66,214	\$ 68,333	\$ 70,519	\$ 72,775
10	\$ 56,872	\$ 58,691	\$ 60,571	\$ 62,051	\$ 64,036	\$ 66,086	\$ 68,201	\$ 70,382	\$ 72,635	\$ 74,958
11	\$ 58,436	\$ 60,306	\$ 62,236	\$ 63,912	\$ 65,957	\$ 68,069	\$ 70,247	\$ 72,494	\$ 74,814	\$ 77,206
12	\$ 60,043	\$ 61,964	\$ 63,948	\$ 65,830	\$ 67,936	\$ 70,110	\$ 72,355	\$ 74,668	\$ 77,058	\$ 79,523
13	\$ 61,694	\$ 63,668	\$ 65,706	\$ 67,805	\$ 69,974	\$ 72,214	\$ 74,525	\$ 76,908	\$ 79,370	\$ 81,909
14	\$ 63,391	\$ 65,419	\$ 67,513	\$ 69,839	\$ 72,072	\$ 74,380	\$ 76,760	\$ 79,216	\$ 81,751	\$ 84,366
15	\$ 65,135	\$ 67,218	\$ 69,370	\$ 71,934	\$ 74,236	\$ 76,612	\$ 79,063	\$ 81,592	\$ 84,204	\$ 86,897
16	\$ 66,926	\$ 69,066	\$ 71,277	\$ 74,092	\$ 76,462	\$ 78,911	\$ 81,435	\$ 84,040	\$ 86,730	\$ 89,504
17	\$ 68,766	\$ 70,966	\$ 73,237	\$ 76,315	\$ 78,756	\$ 81,277	\$ 83,878	\$ 86,561	\$ 89,331	\$ 92,189
18	\$ 70,658	\$ 72,917	\$ 75,251	\$ 78,604	\$ 81,118	\$ 83,715	\$ 86,395	\$ 89,158	\$ 92,012	\$ 94,955
19	\$ 72,600	\$ 74,923	\$ 77,321	\$ 80,962	\$ 83,552	\$ 86,227	\$ 88,987	\$ 91,833	\$ 94,772	\$ 97,803
20	\$ 74,597	\$ 76,983	\$ 79,448	\$ 83,392	\$ 86,058	\$ 88,814	\$ 91,656	\$ 94,588	\$ 97,615	\$ 100,738
21	\$ 76,648	\$ 79,100	\$ 81,632	\$ 85,893	\$ 88,640	\$ 91,478	\$ 94,406	\$ 97,426	\$ 100,544	\$ 103,759
22	\$ 78,756	\$ 81,276	\$ 83,877	\$ 88,469	\$ 91,300	\$ 94,223	\$ 97,238	\$ 100,349	\$ 103,559	\$ 106,872
23	\$ 80,922	\$ 83,510	\$ 86,184	\$ 91,124	\$ 94,040	\$ 97,049	\$ 100,156	\$ 103,359	\$ 106,667	\$ 110,078
24	\$ 83,147	\$ 85,807	\$ 88,553	\$ 93,858	\$ 96,860	\$ 99,961	\$ 103,160	\$ 106,459	\$ 109,866	\$ 113,381
25	\$ 85,433	\$ 88,166	\$ 90,989	\$ 96,673	\$ 99,766	\$ 102,959	\$ 106,255	\$ 109,654	\$ 113,163	\$ 116,782
26	\$ 87,783	\$ 90,591	\$ 93,491	\$ 99,574	\$ 102,758	\$ 106,048	\$ 109,443	\$ 112,943	\$ 116,557	\$ 120,286
27	\$ 90,198	\$ 93,082	\$ 96,063	\$ 102,561	\$ 105,842	\$ 109,230	\$ 112,726	\$ 116,331	\$ 120,054	\$ 123,895
28	\$ 92,677	\$ 95,643	\$ 98,704	\$ 105,638	\$ 109,017	\$ 112,507	\$ 116,108	\$ 119,821	\$ 123,656	\$ 127,611
29	\$ 95,226	\$ 98,273	\$ 101,418	\$ 108,807	\$ 112,287	\$ 115,881	\$ 119,590	\$ 123,416	\$ 127,366	\$ 131,440
30	\$ 97,845	\$ 100,975	\$ 104,208	\$ 112,071	\$ 115,657	\$ 119,358	\$ 123,179	\$ 127,118	\$ 131,186	\$ 135,382
31	\$ 100,536	\$ 103,752	\$ 107,073	\$ 115,433	\$ 119,126	\$ 122,939	\$ 126,874	\$ 130,932	\$ 135,122	\$ 139,445
32	\$ 103,300	\$ 106,605	\$ 110,018	\$ 118,896	\$ 122,700	\$ 126,627	\$ 130,680	\$ 134,860	\$ 139,176	\$ 143,627
33	\$ 106,141	\$ 109,537	\$ 113,042	\$ 122,464	\$ 126,380	\$ 130,426	\$ 134,600	\$ 138,905	\$ 143,351	\$ 147,936
34	\$ 109,059	\$ 112,549	\$ 116,151	\$ 126,137	\$ 130,172	\$ 134,339	\$ 138,638	\$ 143,073	\$ 147,652	\$ 152,375
35	\$ 112,059	\$ 115,644	\$ 119,346	\$ 129,921	\$ 134,077	\$ 138,369	\$ 142,798	\$ 147,365	\$ 152,081	\$ 156,946

Salary Schedule for 2023 - 2024

Step	BA	BA+12	Ba+24	MA	MA+12	MA+24	MA+36	MA+48	PhD	PhD+12
0	\$ 43,673	\$ 45,071	\$ 46,514	\$ 46,426	\$ 47,912	\$ 49,446	\$ 51,030	\$ 52,661	\$ 54,347	\$ 56,084
1	\$ 44,874	\$ 46,310	\$ 47,793	\$ 47,812	\$ 49,342	\$ 50,922	\$ 52,553	\$ 54,233	\$ 55,969	\$ 57,758
2	\$ 46,108	\$ 47,584	\$ 49,108	\$ 49,240	\$ 50,815	\$ 52,442	\$ 54,122	\$ 55,852	\$ 57,640	\$ 59,483
3	\$ 47,376	\$ 48,892	\$ 50,458	\$ 50,709	\$ 52,332	\$ 54,007	\$ 55,737	\$ 57,519	\$ 59,360	\$ 61,258
4	\$ 48,678	\$ 50,237	\$ 51,846	\$ 52,223	\$ 53,894	\$ 55,619	\$ 57,401	\$ 59,236	\$ 61,132	\$ 63,087
5	\$ 50,017	\$ 51,618	\$ 53,271	\$ 53,782	\$ 55,503	\$ 57,280	\$ 59,115	\$ 61,004	\$ 62,957	\$ 64,970
6	\$ 51,392	\$ 53,039	\$ 54,736	\$ 55,396	\$ 57,169	\$ 59,000	\$ 60,889	\$ 62,835	\$ 64,845	\$ 66,919
7	\$ 52,807	\$ 54,498	\$ 56,243	\$ 57,059	\$ 58,885	\$ 60,770	\$ 62,716	\$ 64,721	\$ 66,792	\$ 68,929
8	\$ 54,261	\$ 55,997	\$ 57,789	\$ 58,771	\$ 60,653	\$ 62,595	\$ 64,597	\$ 66,664	\$ 68,797	\$ 70,998
9	\$ 55,754	\$ 57,537	\$ 59,378	\$ 60,536	\$ 62,472	\$ 64,472	\$ 66,535	\$ 68,664	\$ 70,862	\$ 73,128
10	\$ 57,288	\$ 59,121	\$ 61,013	\$ 62,352	\$ 64,346	\$ 66,407	\$ 68,532	\$ 70,724	\$ 72,987	\$ 75,322
11	\$ 58,863	\$ 60,745	\$ 62,691	\$ 64,223	\$ 66,278	\$ 68,399	\$ 70,588	\$ 72,846	\$ 75,177	\$ 77,582
12	\$ 60,482	\$ 62,416	\$ 64,414	\$ 66,149	\$ 68,266	\$ 70,451	\$ 72,705	\$ 75,031	\$ 77,432	\$ 79,909
13	\$ 62,144	\$ 64,133	\$ 66,186	\$ 68,134	\$ 70,313	\$ 72,564	\$ 74,887	\$ 77,282	\$ 79,756	\$ 82,307
14	\$ 63,854	\$ 65,896	\$ 68,006	\$ 70,178	\$ 72,423	\$ 74,741	\$ 77,133	\$ 79,600	\$ 82,148	\$ 84,776
15	\$ 65,610	\$ 67,709	\$ 69,876	\$ 72,284	\$ 74,595	\$ 76,983	\$ 79,447	\$ 81,988	\$ 84,612	\$ 87,319
16	\$ 67,414	\$ 69,571	\$ 71,798	\$ 74,451	\$ 76,834	\$ 79,294	\$ 81,830	\$ 84,448	\$ 87,151	\$ 89,939
17	\$ 69,268	\$ 71,483	\$ 73,772	\$ 76,685	\$ 79,138	\$ 81,672	\$ 84,285	\$ 86,981	\$ 89,765	\$ 92,637
18	\$ 71,173	\$ 73,450	\$ 75,801	\$ 78,986	\$ 81,512	\$ 84,121	\$ 86,814	\$ 89,591	\$ 92,458	\$ 95,415
19	\$ 73,131	\$ 75,469	\$ 77,885	\$ 81,355	\$ 83,958	\$ 86,645	\$ 89,419	\$ 92,278	\$ 95,232	\$ 98,279
20	\$ 75,141	\$ 77,545	\$ 80,027	\$ 83,796	\$ 86,477	\$ 89,245	\$ 92,102	\$ 95,047	\$ 98,089	\$ 101,227
21	\$ 77,208	\$ 79,677	\$ 82,228	\$ 86,310	\$ 89,071	\$ 91,922	\$ 94,864	\$ 97,899	\$ 101,032	\$ 104,263
22	\$ 79,330	\$ 81,868	\$ 84,490	\$ 88,900	\$ 91,743	\$ 94,680	\$ 97,710	\$ 100,836	\$ 104,063	\$ 107,391
23	\$ 81,512	\$ 84,120	\$ 86,813	\$ 91,566	\$ 94,496	\$ 97,521	\$ 100,641	\$ 103,861	\$ 107,184	\$ 110,613
24	\$ 83,754	\$ 86,433	\$ 89,200	\$ 94,313	\$ 97,331	\$ 100,446	\$ 103,661	\$ 106,976	\$ 110,400	\$ 113,931
25	\$ 86,057	\$ 88,810	\$ 91,653	\$ 97,143	\$ 100,250	\$ 103,459	\$ 106,771	\$ 110,185	\$ 113,711	\$ 117,349
26	\$ 88,423	\$ 91,252	\$ 94,174	\$ 100,057	\$ 103,257	\$ 106,563	\$ 109,974	\$ 113,492	\$ 117,124	\$ 120,870
27	\$ 90,856	\$ 93,762	\$ 96,763	\$ 103,059	\$ 106,355	\$ 109,760	\$ 113,273	\$ 116,896	\$ 120,637	\$ 124,496
28	\$ 93,355	\$ 96,340	\$ 99,425	\$ 106,151	\$ 109,546	\$ 113,053	\$ 116,671	\$ 120,403	\$ 124,256	\$ 128,231
29	\$ 95,921	\$ 98,990	\$ 102,159	\$ 109,335	\$ 112,833	\$ 116,444	\$ 120,171	\$ 124,015	\$ 127,984	\$ 132,078
30	\$ 98,559	\$ 101,712	\$ 104,968	\$ 112,615	\$ 116,217	\$ 119,937	\$ 123,776	\$ 127,736	\$ 131,824	\$ 136,040
31	\$ 101,269	\$ 104,509	\$ 107,855	\$ 115,993	\$ 119,705	\$ 123,536	\$ 127,490	\$ 131,567	\$ 135,777	\$ 140,121
32	\$ 104,054	\$ 107,383	\$ 110,821	\$ 119,473	\$ 123,295	\$ 127,242	\$ 131,314	\$ 135,515	\$ 139,851	\$ 144,325
33	\$ 106,916	\$ 110,336	\$ 113,868	\$ 123,057	\$ 126,995	\$ 131,059	\$ 135,254	\$ 139,580	\$ 144,047	\$ 148,654
34	\$ 109,856	\$ 113,371	\$ 116,999	\$ 126,750	\$ 130,803	\$ 134,991	\$ 139,311	\$ 143,767	\$ 148,368	\$ 153,114
35	\$ 112,877	\$ 116,488	\$ 120,216	\$ 130,552	\$ 134,728	\$ 139,041	\$ 143,490	\$ 148,081	\$ 152,820	\$ 157,708

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

PROPOSED ACTION: That the Board approve a memorandum of understanding between Morton College, District 527 and Morton College Faculty Union, Cook County College Teachers Union, Local 1600, A.F.T., regarding teaching modalities.

RATIONAL: Required by Board Rule

COST ANALYSIS: \$0.00

ATTACHMENT: Memorandum of Understanding

Memorandum of Understanding
Morton College
Instructional Delivery Framework
Fall 2020

An agreement between Morton College, District 527,
and the
Morton College Faculty Union, Local 1600 CCCTU

Instructional Modalities

As stated by the HLC and the Dept. of Education, all courses should include “regular and substantive interaction between the students and instructor.”

Faculty have the freedom to design courses as appropriate to their discipline, and in consultation and with the approval of the Deans, may choose their own modalities.

All class modalities will be clearly identified on the schedule and in Panther Portal to ensure students are aware of the formats. Faculty will post syllabi to Blackboard at least one week prior to the first day of class clearly outlining course modality and scheduled meeting times.

The four modalities are:

“On-Campus”

- A menu of courses with enrollment capped at 10 students offered for the late starting semester for classes in which there is an instructor willing to teach on campus and students willing to enroll. IDPH and CDC guidelines strictly enforced. These courses clearly identified as “on- campus” to ensure students are aware of the format. Classes will be subject to cancellation if there is insufficient enrollment.

“Hybrid”

- Courses that have a regular on-campus component (usually on a weekly basis and often during the lab portion of class) as well as a regular “on a schedule” or “anytime” online component.

“On-a-Schedule” Online

- A blend of scheduled online class meetings held via live videoconference (Blackboard Collaborate) in addition to “anytime” online coursework. All scheduled online meetings will take place during official, published class days and times. Scheduled online meetings will also be advertised on the course’s syllabus. Students can meet with the instructor virtually during scheduled office hours.

- Faculty will have flexibility in the number of class meetings but must receive approval for their meeting plan from their dean. Faculty will clearly post regularly scheduled meeting dates for the semester on Blackboard, and in their syllabus, by August 10th.

“Anytime” Online

- Classes are taught online with no regular online meeting times; coursework is all, or nearly all, asynchronous. Students meet with the instructor virtually during scheduled office hours (via Blackboard Collaborate videoconferencing).

Faculty not teaching “On-Campus” or Hybrid” courses will, whenever possible, teach in the “On-a-Schedule” format. Under select circumstances classes may be offered in an “anytime” online format. All course modality determinations must receive written approval from the relevant dean, as well as the associate provost and provost.

Expectations of Faculty

- Student attendance should be strongly encouraged or required. (Also, see ICCB guidelines)
- Faculty will offer **four virtual office hours** each week, divided among their current courses. Faculty may require students to make appointments for virtual office hours.
- Ongoing training in “teaching with technology” for faculty throughout the semester will be provided by the college. The Associate Provost and TLC Coordinator will operationalize training plan and schedule.
 - Faculty will document a minimum of two hours of training over the fall semester. Training may include participation in TLC online symposia events, completion of ION courses, and online Blackboard training courses offered by the instructional technologist.
- Deans may observe courses following established procedures.

Expectations of Administration

- On-campus courses will, whenever possible, not be scheduled back-to-back in the same classrooms.
- All classrooms must be cleaned prior to different groups of students using that room.
- A comprehensive plan for mitigation and risk assessment is clearly communicated to faculty, staff, and students.
- Technology
 - Appropriate hardware and software will be available to faculty
 - Tech support will be available for expanded hours, including weekends

- Designated open classrooms and labs for students to access the internet and other campus resources. The college will also explore the addition of Wi-Fi hotspots for outdoor areas, including the parking lot.

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

PROPOSED ACTION: That the Board approve the successor collective bargaining agreement entitled: The Board of Trustees of Morton Community College, Community College District 527 and Morton College Classified Staff Federation, Cook County College Teachers Union, Local 1600, A.F.T., dated July 1, 2019 through June 30, 2024.

RATIONAL: Required by Board Rule

COST ANALYSIS: See attached CBA.

ATTACHMENT: Collective Bargaining Agreement

AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES
MORTON COLLEGE
COMMUNITY COLLEGE
DISTRICT 527**



AND

**MORTON COLLEGE
CLASSIFIED STAFF FEDERATION
COOK COUNTY TEACHERS UNION
LOCAL 1600, A.F.T.**



**JULY 1, 2019
ENDING JUNE 30, 2024**

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Preamble

THIS AGREEMENT, covering compensation, hours, fringe benefits, and working conditions is entered into by and between the Board of Community College District No. 527, County of Cook and State of Illinois, hereinafter referred to as the “Board” or, in certain provisions herein, the “College” and the “Morton College Classified Staff Union,” a chapter of the Cook County College Teachers Union, AFT, Local 1600 as the exclusive collective bargaining agent to the bargaining unit as defined in Article II, Recognition.

It is the desire and intent of the parties to seek the orderly adjustment of differences that may arise between them, to seek an orderly method of handling and processing grievances and, further, the purpose of the Agreement is to promote harmony and efficiency in the working relationships between the parties so that the public, the College, and the employees may be benefited.

Cognizant of these purposes and understandings, the parties have agreed to each of the provisions of the Agreement hereinafter contained.

NOW, THEREFORE, the parties agree as follows:

Article I — Definitions

Section 1.1 Board

The term “Board” shall mean the Board of Trustees of Community College District 527, County of Cook and State of Illinois, and shall also mean any administrator, supervisor, and agent of the Board when acting within the scope of their authority.

Section 1.2 College

The term “College” refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

Section 1.3 Union

The term “Union” refers to the Morton College Classified Staff Federation, a chapter of the Cook County College Teachers Union, AFT, Local 1600.

Section 1.4 Agreement

The term “Agreement” shall mean the current collective bargaining agreement between the Board and the Union.

Section 1.5 Employees

A. Regular Full-Time Employees

Regular full-time employees are those employees who work the equivalent of thirty-seven and one half (37.5) hours per week, each week, for fifty-two (52) weeks per year. To calculate the hourly rate of a salaried employee, divide the annual base salary by 1950.

B. Regular Part-Time Employees

Regular part-time employees are those employees who work twenty (20) hours per week or more, each week, for thirty-two (32) weeks per year.

C. Student Employees

Student employees, regardless of the number of hours worked per week or per year, shall not be considered part of the bargaining unit and are not covered by this Agreement.

D. Temporary Employees

Temporary full-time and temporary or irregular employees are not part of this bargaining unit and are not covered by this Agreement and are defined as follows:

- Temporary full-time employees are those employees who work thirty-seven and one half (37.5) hours per week for not more than six (6) months. If such an employee is hired by the College as a regular employee, in the same position, such six (6) months employment as a temporary full-time employee shall constitute four (4) months' time towards completion of the original probationary period. If the employee begins employment after the first day of the fiscal year, the employee's salary shall be pro-rated, but shall be no less than the minimum of the pay grade.

Temporary full-time positions which, in the judgment of the Board, are to become permanent full-time positions shall, not less than thirty (30) days prior to the expiration of the six (6) month period provided for herein, be posted for bidding and awarded pursuant to the provisions of Article VIII of this Agreement.

- Temporary or irregular part-time employees are those persons who work less than thirty-seven and one half (37.5) hours per week for up to six (6) months on an as-needed or call basis.
- The administration shall notify the Union of the name of any temporary employee hired into a bargaining unit position for a period of time to exceed thirty (30) days. Such notification shall take place at the time of hiring or when it is determined that the time shall exceed thirty (30) days.

E. Emergency Employees

Emergency employees are those employees who are hired because of the necessities of an emergency situation, regardless of duration, and whose employment depends upon the existence of the emergency situation and no other factors. Emergency Employees are not part of this bargaining unit and are not covered by this Agreement.

Section 1.6 Immediate Family

The immediate family includes an employee's spouse, children, parents, siblings, grandparents, grandchildren, any relative or dependent (as defined by the Internal Revenue Service) living in the employee's household, and comparable relatives in the spouse's family.

Section 1.7 Red Circling or RedCircled

The term "Red Circling" shall mean the administrative act of freezing the rate of compensation of an employee, pursuant to the provisions of this agreement, until certain conditions are met. Such an employee shall be described as "Red Circled".

Section 1.8 Statutes Referenced Herein

State statutes referenced herein may be found at:

<http://www.ilga.gov/legislation/ilcs/ilcs.asp>

Federal statutes referenced herein may be found at:

<http://www.law.cornell.edu/uscode/>

Copies of all statutes (State and Federal) are also located in the Human Resources Department.

Article II — Recognition

Section 2.1 Union Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing compensation, hours, fringe benefits, and conditions of employment for all Board approved regular full-time and regular part-time employees (i.e., those employees regularly scheduled to work twenty (20) or more hours per week as defined in Article I, Section 1.5B).

Section 2.2 New Positions

- A. Prior to putting a new position on the Board Agenda, the Board shall promptly notify the Union of its decision to add new positions or change existing positions. If the new position is a successor title to a position covered by this Agreement, with no substantial change in duties, the new position shall become part of this Agreement. If the proposed new position contains a significant part of the work now done by any of the positions in this bargaining unit, the Board shall notify the Union within thirty (30) calendar days of the creation of the position, and the parties shall then meet within fifteen (15) days of such notice to review the position, and if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to final and binding arbitration under the Grievance Procedure.
- B. When the decision has been made to either establish a new position or to change an existing position, the job description for each such position shall be written and published using a standard format which shall contain the following elements:

Job Title: A brief description that accurately identifies the job and places the job within a series of like positions.

Job Summary: A general statement which summarizes and characterizes the basic job purpose and function.

Typical Duties: Individual statement of job duties and responsibilities. Duties and tasks of significance are included, but particular reference to frequency or regularity of performing the task shall not be included. Statements shall be descriptive of the degree of requisite skills applied such as technical, interpersonal, and conceptual skills.

Required and Desirable Qualifications: A basic statement that sets forth the mandatory and preferred minimum acceptable levels of acquired skills, education, training, and related work and other experience required and desirable for the position.

- C. Upon installation of the new position to the bargaining unit, the position shall be filled by the incumbent if the incumbent is qualified to perform the required work. If the incumbent does not possess the requisite skills or knowledge to perform the required work in the new operation, the College shall endeavor to provide the necessary training to such employees during work hours at the expense of the College. However, such training and acquisition of skills must be attainable within twenty (20) work days, or within the period specified by any supplier of equipment or machinery as the time period within which the skills should be attainable. Whenever the time period indicated by such a supplier is more than twenty (20) work days, then, in that event, the supplier's time period shall prevail. If such incumbent employee does not attain the skills and knowledge required for the new position in the time periods herein specified, then, in that event, the College shall take the appropriate steps provided for in this Agreement to fill such position with another employee.
- D. The College shall establish the salary range for the position after meeting and consulting with the Union, if the Union so requests. In any event, the final decision rests in the sole discretion of the Board.

Section 2.3 Position Abolition

If the Board decides to abolish or merge job positions under this Agreement, it shall notify the Union in writing no less than thirty (30) days prior to the implementation of such change.

Article III — Management Rights

Section 3.1 Board Powers

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, subject to the terms of this Agreement, including, but not limited to the responsibilities for and the right:

- A. To maintain executive management and administrative control of the College District and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.

- B. To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, evaluate performance, and discipline, dismissal, demotion for just cause and layoff consistent with the provisions of Article VII, Seniority, of this Agreement, and to promote, assign, and transfer all such employees.
- C. To direct and control the work of its employees, establish reasonable work rules and regulations, determine the time and hours of operation, when overtime shall be worked and determine the levels of service to be provided and the methods and means of providing those services, including the right to enter into contracts with private vendors for all services, whenever deemed appropriate, in the sole judgment of the Board. Before the Board decides to contract out the services covered by this Agreement, the Board agrees to immediately meet and to negotiate, at an accelerated pace, the effects of any such action with the Union in accordance with the *Carbondale* Decision, IELRB Case #2PERI 1067, provided that such negotiations shall not inhibit or delay the action of the Board.
- D. To establish, change, combine, or abolish job positions and the job content of any position consistent with this Agreement.
- E. To transfer employees and restructure consistent with this Agreement. For the purposes of operating efficiency and increasing productivity, nothing contained herein precludes the College administration from restructuring the positions held by members of the bargaining unit and transferring bargaining unit members to different positions (without loss in pay, benefits, or seniority) such that the total number of bargaining unit members is not diminished by the actions of the College. The College will notify the Union of such changes no less than thirty (30) days in advance of the proposed changes.
- F. To establish educational policies, goals, and objectives based upon the College's mission; to insure the rights and educational opportunities of the students; to determine staffing patterns; and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- G. To build, move, or modify facilities; establish budget procedures; and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- H. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties, and responsibilities through the President and members of the administrative staff.
- I. To agreement by the parties that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and administration, and they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of the Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the College, in the sole discretion of the Board. Such action shall not be conducted in an arbitrary or capricious manner.

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Section 3.2 Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by either party shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the parties have mutually agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with Article XII, Grievance Procedure. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article IV — Union Rights

Section 4.1 Voluntary Dues Checkoff

Upon receipt of voluntary written authorization by an employee covered by this Agreement, upon a form supplied by the Union, the College will deduct from the employee's wages the required amount of monthly Union dues. These deductions will be designated to the College in writing. Such deductions shall be made each pay period and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. Base pay shall be determined on the basis of the employee's regularly scheduled shift.

The Union may change the method of amount of said deductions upon reasonable written notice to the College by the Treasurer of the Union. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union after each pay period, addressed to the Union in care of its Treasurer or such other address the Union shall advise on a timely basis.

A member of the Union may revoke the dues checkoff authorization previously executed in writing in accordance with applicable law. The Union member shall, in writing, notify the Union Treasurer and shall, in writing, at the same time notify the payroll clerk.

In consideration for the above service rendered by the Board, the Union shall indemnify and save the Board and its staff harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board under this Section, including but not limited to failure to withhold or remit, incorrect withholding or remittance, or withholding without proper employee authorization. The payroll deduction authorization form shall be the same as shown in the Appendices.

Section 4.2 Reinstatement of Dues Checkoff

Whenever an employee takes a leave of absence and is, therefore, removed from the process of Union dues deduction and, subsequently, such employee returns to his or her employment, upon the voluntary execution of the written form attached hereto in the Appendices requesting reinstatement to the process of dues deduction, such employee at that time shall be so reinstated.

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Section 4.3 Committee on Political Education (COPE)

Upon receipt of a voluntary written authorization from an employee, the College shall deduct an amount specified by the employee from his or her paycheck and send it to the Union Treasurer. Such deductions shall continue until the College receives a written revocation from the employee stating that he or she no longer wants the deduction to be taken. Deductions shall be remitted in a timely manner and shall be accompanied by an itemized list showing the name of each employee and the amount of the deduction withheld.

Section 4.4 Indemnification

The Union shall indemnify, defend, and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of Article IV; in reliance on any notice, letter, or authorization forwarded to the Board by the Union pursuant to Article IV; and including any charge that the Board failed to discharge any duty owed to its employees arising out of any deduction.

Section 4.5 Union Meetings

The Union shall have the right to schedule a general meeting on the first Thursday of each month if such Thursday is a regularly scheduled workday. The meetings shall be scheduled from 11:30 a.m. to 12:30 p.m. and from 12:30 p.m. to 1:30 p.m. to accommodate individual employee lunch schedules. During the summer, the College will cooperate with the Union to reasonably set the time and day of such meetings to conform to the summer schedule of work days. Every Bargaining unit member, subject to the needs of the College, shall be free to attend such meetings without pay. The date of the Union's general meeting shall appear on all calendars distributed throughout the College.

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Section 4.6 Release Time

The Union President or designee shall receive up to four (4) hours of paid release time per month to transact business of the Union. The other officers of the Union jointly shall receive up to four (4) hours paid release time total per month to share amongst themselves and to conduct official business of the Union. Any Union officer shall notify his/her immediate supervisor and the Director of Human Resources before any release time is taken. If additional release time is needed in excess of four (4) hours per month, the Union officer(s) must request additional time, in writing, from his/her immediate supervisor with a copy to the Director of Human Resources. The grant of any additional release time requested is in the sole discretion of the College.

The College shall grant up to four (4) days paid leave in each even numbered year for one member elected as the delegate to attend the convention of the American Federation of Teachers (AFT).

Employees shall, after giving written notice to their supervisor, be allowed time off with pay during working hours to attend grievance hearings, labor-management meetings, or meetings called or agreed to by the College if such employees are entitled to attend such meetings because they are Union representatives, stewards, witnesses, or grievant.

Section 4.7 Public Records

The College shall make available to the Union any existing records which are relevant to negotiations or the enforcement of this Agreement. Such requests for information should be made in writing to the Director of Human Resources.

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Section 4.8 Board Agenda

The Union shall be supplied with a copy of the agenda and the date of any regular or special meeting of the Board at the time the agenda is distributed to the Board.

Section 4.9 Board Policies

One (1) copy of the official policies of the Board, regulations and by-laws, and all subsequent additions, deletions, and amendments shall be provided to the Union. The Copy (ies) may be provided to the Union electronically.

Section 4.10 Union Access to Bargaining Unit Employees

The College agrees that appropriately designated Union officials may have access to bargaining unit employees. The Union agrees that in the exercise of such access it will not interfere with the normal duties of the employees. The Union further agrees that such contact with employees shall take place only during breaks and before or after normal working hours except in highly unusual circumstances. When such circumstances arise, the Union shall obtain the supervisor's approval for employee contact. Such approval shall not be arbitrarily withheld by the supervisor without good cause shown.

Section 4.11 Non-Interruption of Work

The Union or any employee of the bargaining unit shall not engage in or in any way instigate, promote, sponsor, or condone any strike, slowdown, picketing, boycott, or concerted stoppage of work or any other intentional interruption of the College including compliance with requests of any labor organization or chapter thereof to engage in such activities.

The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee(s) engage in any of the activities herein prohibited, the Union agrees in good faith to take all necessary steps to induce those employees to cease such action.

Any employee covered by this Agreement who violates the provisions of this Section may be disciplined up to and including discharge by the Board.

Any staff member who engages in picketing may be disciplined, including discharge, if that member persists in such violation subsequent to receiving one (1) written warning to cease and desist from such conduct from the Director of Human Resources.

Any employee who is disciplined or discharged for violation of the terms of this Section shall be accorded the right to file an appeal in accordance with the grievance procedure contained in this Agreement.

During the term of this Agreement, the Board agrees that it will not institute a lockout.

Section 4.12 Union Access

The Union may distribute Union literature on College property provided that there is no interference with College operation. No one shall be allowed to distribute Union materials in a manner which disrupts employees during the performance of their duties.

The materials so distributed shall not be of an inflammatory, derogatory, accusatory, or partisan political nature.

The College agrees that it shall provide sufficient space on one (1) designated bulletin board to be agreed upon between the College and the Union. The Union agrees that only appropriate materials dealing with Union business shall be posted thereon and that the area so designated shall be kept in as reasonable order as is possible by removing outdated material.

The Union shall have the privilege of access to the room reservation and duplication procedures of the College.

Section 4.13 Classified Staff Seat on Cost Containment Committee

A joint union-administration committee shall be formed to study and implement health insurance cost containment proposals. The committee shall consist of three (3) classified staff chosen by the Union Chapter Chairperson, three (3) faculty, and three (3) administrators chosen by the President of the College. All information regarding the Medical Insurance Plan administered by the College's insurance carrier which is supplied to the College and which affects or could affect the insurance rates shall be supplied to this committee. At the time the College's insurance carrier convenes meetings with the administration in February to discuss and to propose cost containment measures, the Office of Human Resources shall inform the committee and schedule the initial meeting during the month of February and invite the committee to be a full participant in these discussions. These meetings and discussions should take place during the months of February and March. The committee should make its recommendations concerning cost containment proposals no later than April 1 of each year of this Agreement. The committee recommendations on cost containment should be acted upon by the Board no later than June 30 of each year of this Agreement.

Section 4.14 Notification of Changes That Affect Employees

- A. The Board shall inform the Union of any substantial change in job duties or reorganization that affects bargaining unit members thirty (30) days prior to the change.
- B. When a change in operations due to technological innovations occurs, the Board shall give first consideration to affected employees. If the affected employees do not possess the skills or knowledge to perform the required work in the new operation, the Board shall provide the necessary training to such employees during work hours at the Board's expense within thirty (30) work days of such change. However, such training and skill acquisition must be attainable within ninety (90) work days of the start of training, or within the period specified by the supplier of the equipment or machinery as the time period within which the skills should be attainable. It is not a violation of this Agreement for the Board to retain persons temporarily on a contract basis who are not covered by this Agreement to do work covered by this agreement while the affected bargaining unit employees who do not possess the skills or knowledge to perform the required work are in training.

Section 4.15 Classified Staff Seat on Search Committees

The Presidential Search Committee shall consist of two (2) classified staff members to be appointed by the Union. The College President may invite up to two (2) classified staff members who have significant expertise in the area in which the College is hiring an administrator or who would have significant contact with the candidate if hired, to sit on a search committee for any other administrators.

Article V — Non-Discrimination

Section 5.1 Non-Discrimination

The Board shall not discriminate against any employee on the basis of sex, race, color, creed, national origin, ancestry, marital status, parental status, age, citizenship status, military status, unfavorable military discharge, religion, physical or mental disability — actual or perceived, political affiliation, sexual orientation, genetic makeup, order of protection status, or Union activity.

Article VI — Hours of Work

Section 6.1 Work Week

The normal work week for full-time employees shall consist of five (5) consecutive days for forty (40) weeks. The employee shall work seven and one half (7.5) hours per day excluding lunch. A normal work schedule is Monday through Friday, 8:00 a.m. through 4:30 p.m. However, individual employee's schedules may vary based upon departmental needs.

Nothing contained herein shall prohibit adjustments hereto, on an individual basis, depending on the needs of the College and its departments' requirements, subject to the provisions of Section 6.5, Paragraph C.

Section 6.2 Work Year

A. 12-month employees

The work year shall be the fiscal year of the College.

B. Child Learning Center (CLC) Employees

The work year for full-time CLC employees shall be from August 15th to June 30th of the following year. They are to receive full salary divided into 24 pays as defined by the College fiscal year and appropriate salary schedule per Article XVI of this agreement. Should any on these employees be called back for work between July 1st and August 14th, the hours worked shall be paid at straight time according to the employee's hourly rate. Any vacation days remaining after June 30th will be forfeited by the employee. Any unused personal days remaining shall be converted to sick leave days as defined in Section 13.3 of this agreement.

Section 6.3 Summer Work Schedule

For the twelve (12) work weeks during the summer, the normal work week for full-time employees shall be four (4) eight (8) hour days, excluding lunch. Provided, however, that depending upon the scheduling necessitated by the needs of the College, such days need not be consecutive days and may begin upon any day of the week and at any hour of the day. A normal summer work schedule is Monday through Thursday, 7:45 a.m. through 4:30 p.m. However, individual employee's schedules may vary based upon departmental needs.

It is expressly understood and agreed by the parties hereto that the decision to continue to offer a summer work schedule as provided for herein rests solely with the discretion of the

Board. Nothing contained herein shall prohibit adjustments hereto, on an individual basis, depending on the needs of the College and its departments, subject to the provisions of Section 6.5, Paragraph C.

Section 6.4 Lunch and Work Breaks

During the work week provided for in Section 6.1, an employee who is scheduled to work seven and one half (7.5) or more consecutive hours shall receive a one (1) hour unpaid lunch period and one (1) paid fifteen (15) minute break.

Lunch and work break periods shall be staggered to insure that all offices and departments of the College maintain appropriate service levels for the hours during which the College is open. Provided, however, that all work breaks shall be taken within the first four (4) hours of work in each work day.

Full-time employees can combine their lunch period and break on a limited basis not to exceed three (3) times per year with his/her supervisor's written approval. Full-time employees cannot take their lunch or break the first hour of the work day or the last hour of the work day, except in emergency situations.

Part-time employees shall receive one (1) paid fifteen (15) minute work break to be taken only in the first four (4) hours of work in the work day.

Part-time employees cannot take their break the first hour of the work day or the last hour of the work day.

During the work week provided in Section 6.3, an employee who is scheduled to work eight and one-half (8.5) or more consecutive hours shall receive one (1) hour unpaid lunch period (but may choose to take one (1) thirty minute) unpaid lunch period and one (1) fifteen (15) minute work break.

Section 6.5 Overtime

- A. All full-time employees who work more than forty (40) hours per week shall receive overtime pay. Overtime shall be paid at the rate of one and one-half (1.5) times for all hours worked beyond forty (40) hours. A part-time employee who works more than forty (40) hours in a week shall be paid at the appropriate overtime rate as listed in this Section.
- B. Except as provided for in 6.5(c), a full-time employee who normally works Monday through Friday is paid one and one-half (1.5) times the regular hourly rate of pay for work performed on Saturday, two (2) times the regular hourly rate of pay for work performed on Sunday, and three (3) times the regular hourly rate of pay for work performed on a holiday observed by Morton College. Three (3) times the regular hourly rate of pay is the maximum hourly rate of pay that can be earned.
- C. Flex Schedule: Nothing herein precludes an employee's administrator from temporarily adjusting an employee's regular schedule for up to ninety (90) calendar days to allow for late or early start time and corresponding early or late end time, due to operational needs as determined in the sole discretion of the College, upon giving the employee as much notice as possible and assigned on a voluntary basis first, and then based on inverse seniority on a rotating basis. Nothing herein precludes an employee's administrator from temporarily adjusting an employee's regular schedule for up to ninety (90) calendar days to cover weekend work, due to operational needs as determined in the sole discretion of the College, upon giving the employee as much notice as possible and

assigned on a voluntary basis first, and then based on inverse seniority on a rotating basis.

- D. Except as provided for in 6.5(C), compensatory time may be provided in lieu of salary and paid at the rate of one and a half (1-1/2) hours for each hour of overtime worked on a weekday or Saturday, two (2) hours for each hour of overtime worked on a Sunday, and three (3) hours for each hour of overtime worked on a holiday, and may be accumulated to a maximum of eighty (80) hours. Such compensatory time off shall be taken by the employee within ninety (90) days of the overtime worked. Any compensatory time off which is not taken within ninety (90) days, shall be compensated as a cash payment on the regular payday for the pay period which immediately follows the ninety (90) day period. Overtime and Compensatory time shall be mutually agreed upon by the employee and the employee's administrator in advance. Overtime earned and compensatory time earned and used will be reported each pay period by the employee to the employee's administrator
- E. All overtime and compensatory time must be preapproved in accordance with the administration's current policies. The Vice President/Provost or his/her designee should respond in writing to overtime requests within twenty-four (24) hours of the start of the requested overtime/compensatory time. If no response is received, the request is deemed denied.

Section 6.6 Call-Back Pay

An employee called back to work on any day after having gone home shall receive a minimum of two (2) hours work at time and one-half (1.5) of his or her regular straight time hourly rate.

Section 6.7 Work Assignment

It is agreed that each employee shall perform all the duties of a position and other job- related duties as assigned. Assignments may be made outside the regular position of the employee from time-to-time with duties that may be outside their regular position, as College needs require providing such duties are within the level of skill of the employee. It is understood that such assignments (temporary transfers) shall not be for more than twelve (12) weeks, unless otherwise agreed to by the parties.

When an employee is assigned to work temporarily in a higher pay grade there shall be no change in the rate of compensation for ten (10) work days. Thereafter, if the employee continues to work in the higher paying position, the employee shall be paid at the rate of compensation ten (10) percent higher than the employee's regular rate of compensation, and for those days worked in excess of said ten (10) days.

Temporary assignment is defined as, and effectuated when, the employee:

- A. is assigned to perform the required work in a higher position; and
- B. performs a preponderance of the duties of the higher position.

The parties further agree that such transfers shall not be applied in an arbitrary or discriminatory manner nor shall they be used to circumvent the intent of the job posting and job application provisions of this Agreement.

Section 6.8 Work Rules

Whenever the Board changes work rules, issues new work rules, or makes permanent changes in employees' shift assignments, the Union shall be given at least thirty (30) days' notice before the effective date when the rules are applicable to bargaining unit members. Upon written request of the Union, the Board shall meet and discuss the new or changed work rules. However, such discussion shall not prohibit the Board from implementing such changes in said rules, the implementation of new rules, or the change in shift assignments. Further, a copy of the new or changed rules shall be posted and given to the affected employees before the changes take effect.

Article VII — Seniority

Section 7.1 Definition

A. Seniority for Full-Time Employees

Seniority is the length of continuous service. Upon employment, each employee is to receive a seniority date which is the first day of actual work. If two or more employees have the same seniority date, the dates of the employees' applications control seniority. The employee with the earlier application is senior.

B. Seniority for Part-Time Employees

Seniority is the length of continuous service. Upon employment, each employee is to receive a seniority date which is the first day of actual work. If two or more employees have the same seniority date, the dates of the employees' applications control seniority. The employee with the earlier application is senior.

C. Seniority for Change in Employee Position from Part-Time to Full-Time

When a part-time position is made into a full-time position, with the part-time employee remaining in this position as full-time, then time worked as a part-time employee in that position shall be carried to full-time status at a rate of ½ year of full-time equivalent service credit for each year worked part-time. (Example: 10 years of part-time service equates to 5 years of full-time equivalent service)

D. Seniority for Change in Employee Status from Part-Time to Full-Time

When a part-time bargaining unit employee transitions to a full-time position, the time worked as a part-time employee shall be carried to full-time status at a rate of ½ year of full-time equivalent service credit for each year worked part-time. (Example: 10 years of part-time service equates to 5 years of full-time equivalent service)

Section 7.2 Application of Seniority

Relative to the application of seniority under this Agreement, the ability of the employee means the ability to perform the required work. It shall be the sole responsibility of the College to fairly determine whether an employee has the requisite ability to perform the required work.

In determining such ability, the administration of the College shall carefully review work skills, workload, and responsibilities, and shall, insofar as applicable and appropriate, utilize the following factors in such evaluation:

- A. Knowledge or Experience
- B. Training on the Job
- C. Responsibility
- D. Judgment and Initiative
- E. Accountability
- F. Communication Skills
- G. Physical Dexterity
- H. Supervision Given
- I. Working Environment or Physical and Emotional Demands
- J. Attendance or Punctuality
- K. Quality of Work
- L. Quantity of Work

Standardized examinations and interviews may also be utilized in evaluating an employee. Favorable judgment shall not be unreasonably or arbitrarily withheld.

Section 7.3 Seniority During Leave

Seniority shall continue to accumulate during an approved leave of absence, layoff, or disability.

Section 7.4 Seniority Lists

The College shall prepare seniority lists for full-time and part-time employees once a year and deliver them to the Union no later than February 1 of each year.

Section 7.5 Probationary Period

A. New Employees

All new employees shall serve a probationary period of three hundred and sixty five (365) calendar days. An evaluation shall be performed at ninety (90) calendar days and on or three hundred and sixty-five (365) calendar days if the employee's employment is not terminated before then. During the employee's probationary period, the employee shall be represented by the Union in all matters relating to their employment except for discharge cases.

Probationary employees shall accrue one (1) sick day per month which can be taken once accrued. Vacation days shall accrue at a rate of 5/6ths of a day per month, but cannot be used until after completing six (6) months of employment. If an employee ceases to be employed by the College, they will not be paid for any accrued unused sick leave.

B. Promoted Employees

An employee who has completed the original probationary period and is promoted, transferred, or demoted to another position in a higher, same, or lower salary range shall serve an additional sixty (60) day probation. If such an employee fails to satisfactorily complete the probationary period in the new position, the College shall return the employee to the previous position.

C. Change in Position Status

A part-time employee whose position is increased to full-time status, and who has completed the initial probation period for the part-time position, shall not be required to complete another probationary period for that position. All paid leave benefits shall be made available to the employee in accordance with the Board action approving the employee's change in employment status.

D. Change in Employment Status

A part-time employee, who has completed the initial probationary period, hired for a full-time position with the same job duties and job description, shall be required to complete a thirty (30) day probationary period for the new position. All paid leave benefits shall be made available to the employee in accordance with the Board action approving the employee's change in employment status. If the employee fails to satisfactorily complete the probationary period in the new position, the Board shall return the employee to the previous position.

E. Grievance Procedure

Any grievance brought by an employee or the Union relative to actions taken by the Board for discipline up to and including discharge during a probationary period under Paragraph A of this Section shall not be processed beyond Step 2 of the Grievance Procedure provided for in this Agreement.

Section 7.6 Layoff

In the event that circumstances require that employees be laid off, the following is the sequence of layoffs to be followed:

- A. Temporary employees and other irregular employees
- B. Part-time employees not covered by a collective bargaining agreement
- C. Probationary employees in their original probationary period as defined in Section 7.5, Paragraph A of this Article
- D. In the event of further reductions in force, bargaining unit members shall be laid off from the affected position in accordance with their seniority, and may bump a less senior employee in the same position; however, no non-bargaining unit employee shall be laid off if the work being performed by such employee cannot be performed by a bargaining unit member
- E. To avoid lay-off, employees unable to bump in their position may bump a less senior employee in a lower position provided they are qualified to perform the job as described in the position description. Any employee so assigned may be subject to a written performance evaluation after thirty (30) days in the position. In the absence of acceptable performance at the end of thirty (30) days, the employee shall be laid off and subject to the recall provisions contained herein. The most senior qualified employee on lay-off shall be recalled and be subject to the provisions contained herein. Employee's salary status will not exceed the maximum step of the Range for the lower position.
- F. An employee may accept a lay-off instead of bumping into a lower position.

Section 7.7 Employee Recall

Employees who are laid off, and who voluntarily execute a written request, attached hereto in

the Appendices, to be placed upon a recall list shall be placed upon such list. Such employees notify the College in writing each six (6) months thereafter that they wish to remain on the recall list, and such employees shall so remain on the list for a period of twenty-four (24) months. Any employee failing to so notify the designee of the College in writing on the form attached hereto in the Appendices shall be automatically removed from such list. The College agrees to furnish four (4) copies of such form to each employee so laid off.

Further, each employee so laid off shall, within fifteen (15) days of any change, inform the College by written notification of his or her new address and telephone number to facilitate the implementation of the recall provisions of this Section. Such responsibility shall rest solely upon the employee and the College shall not be liable for the failure of a recall attempt due to a breach of the employee's responsibility to so notify the College.

Thereupon, any recall of employees from the list shall in the inverse order of layoff. If an employee is recalled to a position in a lower position, the employee shall have the right to return to the previous position when a vacancy occurs. If an employee is recalled to a lower position in a lower classification, the employee shall have the right to refuse recall without jeopardizing the employee's right to remain on the recall list.

The parties understand that the Board is not required to recall employees on laid off status who were in positions lower than the job position to be filled by the recall. It is further understood that the Board is required to notify employees on the recall list from positions the same as or higher than the position to be filled by recall. Employees in such higher positions may exercise the privilege of being recalled if they wish to move down to the position to be filled.

The Board agrees that it shall hire no new employees and place them in bargaining unit positions until the recall list has been exhausted. To effectuate the call of the entire list, written notification of the recall shall be served upon all employees so listed upon the recall list at their last known address by certified mail — return receipt requested. Within seven (7) days after the deposit of said letters with the United States Postal Service, those employees seeking recall for the vacant position shall cause to be filed with the Director of Human Resources of the College a written request to be recalled. Thereupon, the provisions for recall contained herein shall become operative. Failing an effective recall from the list, the College shall be free and empowered to hire new employees into such bargaining unit positions.

Section 7.8 Grant-Funded Employees

Bargaining unit members whose salary is funded from grants or from sources other than the College's general fund at a level of fifty percent (50%) or more, shall, when such funding sources expire, be separated from employment with the College, with as much notice as practicable to be given by the College to the affected employee and the Union President.

Full-time bargaining unit members whose salary is funded from grants or from sources other than the College's general fund at a level of less than fifty percent (50%), shall, when such funding sources expire, be offered any full-time bargaining unit position that is vacant and posted and for which the employee is qualified. In the event the employee is not qualified, then such employee shall be granted a thirty (30) day period in which to acquire the qualifications for such position.

Part-time bargaining unit members whose salary is funded from grants or from sources other than the College's general fund at a level of less than fifty percent (50%), shall, when such funding sources expire, be offered any part-time bargaining unit position that is vacant and posted and for which the employee is qualified. In the event the employee is not qualified, then such employee shall be granted a thirty (30) day period in which to acquire the qualifications for such position.

Bargaining unit members who are compensated with monies derived from grants or from sources other than the College's general fund shall, when such funding sources are reduced such that the remaining monies cannot fund a full-time position but can fund a part-time position, shall be offered the part-time position. If the employee declines to accept the part-time position, he or she shall be separated from the College.

Article VIII — Filling of Vacancies

Section 8.1 Posting

All vacancies covered by this Agreement shall be posted within the College only for five (5) working days. The vacancies shall be posted on the Panther Portal. After five (5) working days, the position may be posted outside of the College.

Section 8.2 Filling of Vacancies

Vacancies shall be filled by qualified personnel as follows:

- A. Recall from layoff or from those subject to layoff
- B. Promotion from among employees covered by this Agreement
- C. Anyone else

The senior most qualified employee who bids on the vacancy shall be notified of the recommendation within five (5) days of the end of the selection process. The recommendation shall be forwarded to the Board for its consideration at the next regularly scheduled Board meeting. The qualifications of the employee shall be determined pursuant to application of the criteria contained in Article VII, Section 7.2 of this Agreement.

Section 8.3 Right to Bid

Employees covered under this Agreement shall have the right to bid on any vacancy.

Section 8.4 Bidding Qualifications

Regular bargaining unit qualified employees may bid for vacancies or newly created positions. Those with the most seniority shall be given the first opportunity to be considered for such vacancy. The College agrees that it will award the job to the qualified senior employee bidding, based upon the qualifications and factors contained in Article VII, Section 7.2 of this Agreement, but only if that employee is at least relatively equal in qualifications, ability, and physical fitness where applicable to the other applicants. However, the determination of the qualifications for any job shall rest with the College subject to the grievance procedure set forth in this Agreement. The College shall notify all applicants of the award of the position promptly after approval of a candidate by the Board.

The provisions of this Section shall further be subject to the applicable laws dealing with affirmative action and equal employment opportunity.

The applicable provisions relating to original probationary status in a new position shall prevail pursuant to this Section.

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Section 8.5 New Employees

The College shall notify the Union within ten (10) working days of the date of the hiring of new bargaining unit employees and shall provide the name, salary, and job position of the employee.

Section 8.6 Compensation

Any employee, who has been employed for a period of one (1) year or more and successfully bids into a higher paying position, shall receive a minimum of a ten percent (10%) increase in salary or the minimum of the new salary range, whichever is greater. Any employee who was red-circled in that employee's previous position and who successfully bids into an equal or higher paying position shall be entitled to keep the red-circled rate if it is higher than the promotional increase.

Any employee successfully bidding into a lower salary range shall be compensated at the employee's current rate of pay. The employee's salary shall remain frozen until it falls within the salary range.

Article IX — Discipline

Section 9.1 Just Cause

At all times, supervisors and employees are encouraged to communicate with one another and to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline.

Discipline shall be for just cause shown and shall be performed in a timely and progressive manner. All discipline shall be issued in a private and confidential manner.

Section 9.2 Emergency Suspension

The Board reserves the right to place an employee on suspension or on suspension pending discharge for acts that threaten the effective operation and safety of the institution and those individuals associated with it pending a just cause hearing on the alleged offense(s).

Section 9.3 Types of Discipline

A. Oral Warning

The oral warning shall be delivered to the employee by the supervisor. The supervisor shall draft a memorandum of oral warning. A copy of such memorandum shall be served upon the employee who shall sign a copy to acknowledge receipt thereof and to further acknowledge the employee's understanding that the signed copy shall be retained by the supervisor. Such memoranda may be used as evidence in future disciplinary actions against the employee.

B. Written Warning

A written warning shall be delivered by the College to the employee. All written warnings shall be signed by the employee and placed in the employee's personnel file.

An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

C. Suspension

A suspension shall be in writing and shall be delivered by the College to the employee. All suspensions shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such suspension. Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

D. Discharge

E. Employee Rebuttal

The employee may attach a rebuttal, clarifying or explanatory materials to any disciplinary item in his/her personnel file as he/she deems appropriate.

Section 9.4 Pre-Disciplinary Meeting

For discipline other than oral warnings, the College shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. Such meeting shall be at a mutually agreed upon time and place. The College shall inform the employee and the Union in writing of the reason(s) for the contemplated discipline at the time of negotiation for the time and place for the pre-disciplinary meeting. The employee and the Union designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at the meeting shall be limited to the employee, two (2) Union designated representatives, the supervisor involved, the Director of Human Resources, and the Vice President/Provost of the College or his designee. Unless mutually agreed otherwise, no other person shall be present.

Except as provided in Section 9.2 of this Article, there shall be compliance with the provisions of this Section prior to the imposition of any discipline provided for in Sections 9.2 and 9.3.

Section 9.5 Notification and Measure of Discipline

All levels of disciplinary action taken against an employee shall be done so in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union, except in the case of an oral warning wherein the provisions of Section 9.3 (A) of this Article are applicable.

Once the College has determined the measure of discipline for that offense only, it shall not be increased for such offense. The disciplinary action taken shall not be a precedent for any conduct of a similar nature for any other employee.

Section 9.6 Removal of Discipline

The record of any oral and/or written disciplinary actions shall be removed from an employee's personnel file after two (2) years if the employee has received no additional discipline for the same offense. The record of any suspensions and/or discharge shall never be removed from an employee's personnel file.

Article X — Employee Training, Evaluation, Evaluation, Personnel File, and Confidentiality

Section 10.1 Training

The College and the Union recognize the need for training and development of employees to provide more efficient and effective services, and to give employees the opportunity to develop their skills and potential. In recognition of this principle, the College shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in employees' work assignments and periodic changes therein, including, where applicable, procedural manuals. Nothing herein shall preclude the College administration from cross-training its employees within the same bargaining unit as it sees fit.

Section 10.2 Evaluation

A. Informal Evaluation

From time to time the supervisor is encouraged to hold informal evaluation conferences with the employee to discuss work performance, job satisfaction, work-related problems, and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving any problems. If the conference involves a written evaluation, the employee shall be given a copy of the evaluation.

B. Written Evaluation

1. A new bargaining unit member shall be evaluated at the ninetieth (90) and one hundred seventieth (170) days of the one hundred eighty (180) day probationary period.
2. A bargaining unit member who is promoted shall be evaluated after a sixty (60) day period. If the employee fails the evaluation, the employee shall be placed in the previous position.
3. A non-probationary bargaining unit member shall be evaluated annually by the supervisor and additionally as needed pursuant to the provisions of Section 10.2 (A) hereafter.
4. Written evaluations shall be prepared by the employee's supervisor who has first-hand knowledge of the employee's work. The evaluation shall be limited to the employee's performance of the duties described in the job description and as contained and described in the evaluation document. The employee shall be given a copy of the evaluation. If an employee disagrees with the evaluation, the employee may place a written response, signed by the employee, in the employee's personnel file with a copy thereof served upon the evaluating supervisor.

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Section 10.3 Personnel File

The parties shall comply with the Illinois Personnel Records Review Act, 820 ILCS 40/1 *et seq.* The employee personnel file kept by Human Resources shall be the only official personnel file.

Section 10.4 Confidentiality

The Union acknowledges that all bargaining unit employees are bound by all applicable laws, rules, and regulations, concerning confidential information of which the employee learns while employed at Morton College and agree to keep the same confidential. The Union acknowledges that a breach of this confidentiality is just cause for discipline. The College agrees that it will provide updated training regarding the appropriate handling of confidential information at regular intervals for all bargaining unit employees.

Section 10.5 In-Service

Part-time bargaining unit members may attend one (1) campus-wide-in-service day each academic year. Attendance is voluntary but bargaining unit members are encouraged to attend. If the part-time bargaining unit member attends the in-service day, he/she will be paid his/her regular hourly rate for the hours he/she attended up to eight (8) hours.

Article XI — Health and Safety

Section 11.1 Applicability

The College agrees that it shall take all reasonable means to provide a safe and hazard-free workplace for its employees.

No employee shall be required to work under conditions which are unsafe or hazardous. However, unless the work is a clear and present danger to the employee's safety, the employee shall perform the work as required or directed and may grieve the requirement to perform unsafe work.

Section 11.2 Access to Information and Records

The College agrees that the Union may have access to current material data compliance reports submitted to it by manufacturers and vendors as required under applicable law.

The College further agrees, upon the written pre-authorization of an employee covered by this Agreement, that the Union may have access to those applicable injury and illness records maintained by the College for OSHA and worker compensation purposes as they relate to that specific employee.

Section 11.3 Employee Work Refusal

In the event any employee refuses to perform any such work under this Section, the employee shall receive no pay for work not performed, unless the work is found to be unsafe. In the event the work is found to be unsafe either through the grievance procedure or by an arbitrator, the employee shall receive pay for all time lost as a result of not performing such work.

No employee shall utilize the provisions of this Article for the purpose of causing any concerted activity prohibited in this Agreement nor to refuse to perform work or effectuate the withdrawal of services.

Section 11.4 Protective Equipment

Upon the express understanding that employees are required to wear protective equipment provided by the College, the College agrees to provide employees, where appropriate, with necessary protective equipment, including but not limited to, safety glasses and wrist rests.

Neglect or willful refusal to wear or utilize such provided necessary protective equipment shall result in the imposition of discipline up to and including discharge.

Section 11.5 Uniforms and Laboratory Coats

The current policy on uniforms for the Technical Laboratory Assistant shall remain in full force and effect.

Article XII — Grievance Procedure

Section 12.1 Objective

It is the declared objective of the Board and the Union to encourage the prompt resolution of the grievances and complaints of the employees covered by this Agreement as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of grievances and complaints. In that light, every reasonable attempt shall be made to resolve problems through discussions and communications with the appropriate supervisor who is outside the bargaining unit.

The Director of Human Resources shall establish and maintain a grievance tree by position and employee indicating the non-bargaining unit supervisor appropriate for discussions and communications.

Section 12.2 Definition of Grievance

A grievance shall mean a written complaint by an employee, a group of employees, or the Union that there has been a violation of the specific and express terms of this Agreement, Board policy, or work rules.

However, a grievance shall not be processed where the Board has retained sole and exclusive right to take action under the provisions of the Illinois Educational Labor Relations Act. Any stated exception to the Board's sole and exclusive rights shall be grievable under this grievance procedure.

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Section 12.3 Pre-Grievance Consultation

The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor who is outside the bargaining unit are able to discuss and resolve problems by these means. There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis by a College representative and a representative of the Union.

In such cases, the employee may contact the Union representative, who shall be either the Union Grievance Chair or Union President, to set forth the problem area. Thereupon, the Union representative shall contact the Director of Human Resources. Such request shall be presented within ten (10) days of the alleged grievable occurrence.

A pre-grievance consultation is mandatory. The content of these discussions shall not be used in the processing of grievances. If the potential grievance is not resolved by this procedure, then in that event, the filing of a grievance at Step 1 shall commence.

The time limit for filing a grievance provided for in Section 12.4 hereof shall be tolled until the pre-grievance consultation is held, and shall commence on the first working day thereafter.

Section 12.4 Grievance Steps

The following three (3) step procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. The designee of the College, at each successive Step provided for in this procedure, shall be someone who has more authority than the person at the previous Step.

All grievances, except as allowed for in Section 12.4A, shall be processed as follows.

Step 1 An employee covered by this Agreement or the Union, in the case of any Union grievance, shall submit the grievance, in writing, indicating the provision of this Agreement, Board policy, or work rule(s) alleged to be involved and the relief requested to the Director of Human Resources. The Vice President/Provost shall arrange for a meeting with the grievant and Union within ten (10) working days of receipt of the written grievance to fully discuss the subject matter thereof.

The Vice President/Provost shall provide a written answer to the grievant and the Union representative within ten (10) working days after said meeting.

Step 2 If the grievance is not settled in Step 1 and the grievant and the Union wish to appeal, the grievance may be appealed by the grievant and the Union, in writing to the President within ten (10) working days after the answer in Step 1. Such grievance shall be signed by both the individual grievant and the Union representative, and shall include a statement of the provision(s) of this Agreement, Board policy, or work rule(s) alleged to be involved and of the relief requested.

The President shall discuss the grievance, within ten (10) working days, with the grievant and the Union representative, at a time mutually agreeable to the parties.

If a settlement is reached pursuant to the provisions of this Step, the said President shall issue a written agreement signed by the President, the grievant, and the Union representative.

If no settlement is reached, the President shall give a written answer to the grievant and the Union within ten (10) working days following their meeting.

Step 3 If the grievance is not settled in accordance with the foregoing procedure, the grievant and the Union may serve written notice of intention to arbitrate within twenty (20) working days after receipt of the answer in Step 2.

For each grievance advanced to arbitration, the Parties shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list each party shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Each party reserves the right to strike an entire list and obtain a substitute list at its own cost. Alternatively, the parties may choose an arbitrator by agreement.

A. Grievances Involving Termination

All grievances involving termination of employee(s), who have completed their probationary periods, shall be initiated at Step 2 of the grievance procedure. If the grievance is not settled at Step 2 and proceeds to Step 3, all terms and conditions of Step 3 will remain in effect.

Section 12.5 Authority of Arbitrator

The arbitrator shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete, subtract from, or change the provisions of this Agreement, applicable work rules, or any applicable Board policy. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law.

The arbitrator shall submit a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon the interpretation of the meaning or application of the specific terms of this Agreement, Board policy, or applicable work rules involved to the facts of the grievance presented. To the extent the arbitrator awards any damages for back-pay, he/she must offset the same with the employee's interim earnings. The decision of the arbitrator shall be final and binding on the parties and shall be immediately implemented.

Section 12.6 Expense of Arbitration

The fees and expenses of the arbitrator and the cost of a written transcript provided to the arbitrator at the arbitrator's request shall be divided equally between the Board and the Union.

In the event that the arbitrator does not request a transcript and a party desires and requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided.

All other expenses shall be borne solely by the party incurring them.

Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College.

Section 12.7 Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the grievant had knowledge, or should have had knowledge, of the alleged violation giving rise to the grievance. Time limits may be extended only by written mutual agreement. Failure to communicate a decision within the specified time limits shall automatically move the grievance to the next step. Failure by the grievant and the Union to take action in the grievance structure by the specified time limits shall constitute a waiver by the grievant and the Union of any further rights to pursue the grievance.

Section 12.8 Time of the Essence

The parties agree that the objective of time limits, as provided for herein, is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to this Article and the Sections thereof.

The parties desire and mutually agree that the provisions of this Article and all Sections hereunder shall be strictly construed.

The parties, however, understand and agree that time limits may be extended by the parties through the execution of a mutually agreed upon written agreement.

Upon the asserted failure of either party to perform any act required by the time specified, barring mutual resolution thereof, the parties shall jointly submit the matter of such failure to expedited binding arbitration as provided in Article XII, Section 4, Step 3 *et Seq.*

Section 12.9 Miscellaneous Provisions

- A. All disputes arising under this Agreement shall be resolved either by agreement or through the grievance procedure. Concerning matters arising outside of the provisions of this Agreement, wherever applicable, employees shall utilize other channels for amelioration of complaints or disagreements not specifically covered by any provisions of this Agreement.
- B. Forms, mutually agreed upon, for the filing of grievances shall be prepared by the College and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- C. Nothing contained in this Article shall prevent the parties from settling an alleged grievance to their mutual satisfaction prior to the issuance of the arbitrator's decision.
- D. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.
- E. The Union representative shall inform the College, in writing, of all persons authorized to settle grievances on a Step or to advance grievances to the next Step. Only those persons shall settle or advance such grievances. The appeals and answers provided at each Step of the grievance procedure shall be in writing and shall fully set forth the reasons therefore.
- F. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party, and legal counsel for the parties. These meetings shall be

scheduled at a time and place mutually agreeable to the College and the Union. No employee entitled to be present shall suffer loss of pay because of participation in this grievance procedure.

- G. Any grievance settled shall not be a precedent.
- H. When the Union files a grievance involving an individual Union member or a group of Union members, such grievance shall be signed by the Union representative.
- I. Any individual who files a grievance shall sign such grievance. Groups of individuals shall each individually sign a joint grievance. A Union grievance shall be signed by the Union representative.
- J. The filing or pendency of any grievance under the provisions of this Article shall not prevent the College and its administration from taking the action complained of, subject however, to the final decision on the grievance.
- K. The grievance and arbitration procedures of this Agreement shall not apply to any matter as to which the Board is without authority to act or concerning which the Union is not authorized to represent employees covered by this Agreement.
- L. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to the Board, the Union, or any employee their rights under applicable law, resolutions, rules, or regulations having the force and effect of law.

Article XIII — Leaves of Absence

Section 13.1 Administration of Leave Plans

Although the leaves of absence are granted using a “per day” scale, the utilization of leave plans will be deducted in hours. All leave plans will be administered using an eight (8) hour day method. Every day awarded will be equal to eight (8) hours of leave time (1 day = 8 hours).

The actual hours worked will not be affected by this section and will be governed by Article VI (Hours of Work), Section 6.1 (Work Week). The hourly rate will not be affected by this section and will be governed by Section 1.5. For the purpose of the State University Retirement System (SURS) reporting, any hours in the sick leave bank will be converted to days using the same method described above.

Section 13.2 Part-Time Benefits

All employees who work less than thirty-seven and one half (37.5) hours per week shall receive seven (7) days off with pay. These days may be used as sick days, vacation days, or holidays.

Such days shall consist of the number of hours worked by each such employee on their normal work day.

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Section 13.3 Bereavement Leave

A. Family Members

In the event of a death in the employee's spouse or domestic partner, child, or parent (and the respective step equivalent of the same), the employee shall be entitled to take off as bereavement leave up to five (5) paid work days. In the event of the death of the parents of the employee's spouse or domestic partner, or the death of the employee's siblings, grandparents, relative living in the employee's household, step equivalent of the same, and comparable relatives in the spouse's family, the employee shall be entitled to take off as bereavement leave up to three (3) paid work days. If more days are needed, an employee may use any accumulated personal leave and vacation days. If still more days are needed, the immediate supervisor and the Director of Human Resources may allow an employee to use accumulated sick leave.

B. Other Relatives

Personal leave days may be taken to attend the funeral of relatives not specified in Section 13.3A. In the event that an employee has previously used his personal leave days, approved accumulated sick leave or vacation leave may be used.

C. Interruption

An employee, at his/her option, may interrupt or terminate a vacation leave in order to take bereavement leave.

Section 13.4 Personal Emergency Leave

Each full-time bargaining unit employee shall be credited with two (2) days of personal emergency leave each benefit year.

Personal emergency leave may be used to accommodate events such as a critical illness or marriage in one's immediate family, transportation difficulty, court attendance, or for other emergency situations which cannot be taken care of during non-work hours.

Whenever possible, personal emergency leave requests should be submitted and approved in advance by the employee's supervisor. Personally compelling and highly confidential requests may be submitted orally to the Director of Human Resources. If needed, additional personal emergency leave may be approved. Additional personal emergency leave shall be charged against the bargaining unit employee's accumulated sick leave.

Emergency leave days which remain unused at the end of each contract year shall be converted to sick leave days and credited to the sick leave account of each employee. The leave provided for in this Section is available only to full-time bargaining unit employees as defined in this Agreement.

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Section 13.5 Vacation Leave

A full-time bargaining unit member receives paid vacation leave according to the following schedule:

<u>Length of Service</u>	<u>Vacation Leave</u>
1 through 11 months	5/6 days per month
1 through 5 years	11 days per year
6 through 10 years	16 days per year
11 through 15 years	20 days per year
16 years and over	22 days per year

Except for unforeseen emergencies, vacation leave should be scheduled as far in advance as possible. Vacation leave requests must be approved by a full-time bargaining unit member's supervisor, area administrator, and the appropriate Vice President/Provost. Vacation leave in excess of two (2) continuous weeks ordinarily is not granted, unless otherwise approved by the Vice President/Provost.

If a conflict arises, the supervisor shall approve vacation requests first according to the personnel needs of the department and, thereafter, according to seniority. Requests for vacation shall not be arbitrarily or unreasonably denied.

All unused vacation may be carried over for six months by regular full-time employees and up to a maximum of ten (10) days may be carried over to the next year. Failure to use accrued Vacation within the prescribed time shall result in a loss of said accrued Vacation except as prescribed herein.

Vacation days accumulated in excess of thirty (30) days and not taken prior to January 15 will be automatically converted to medical days on a two-to-one ratio. Further, upon separation from the College, an employee may elect to convert accumulated vacation days to medical days on a one-to-one basis.

All unused vacation leave, computed at a full-time bargaining unit member's daily rate of compensation, is paid to the full-time bargaining unit member or beneficiary in the event of termination, retirement, or death. Vacation leave for a full-time bargaining unit member who terminates employment prior to the end of the benefit year is prorated.

Part-time, temporary, and casual employees are not entitled to this benefit, except as referred to in Article 13.2.

Section 13.6 Sick Leave

A full-time bargaining unit member earns sick leave at the rate of one (1) day per month worked. Unused sick leave carries over into the next benefit year. There is no maximum limit on the amount of sick leave that can be accumulated.

When a bargaining unit member is unable to report to work because of illness or injury, the supervisor (or the Campus Safety Office when the Switchboard is closed) must be notified as soon as possible, but no later than fifteen (15) minutes before the bargaining unit member's shift is scheduled to begin. The supervisor should be notified each day that a bargaining unit member is absent from work.

Morton College reserves the right to require a bargaining unit member to furnish a physician's statement describing the nature of the illness or injury and indicating when the bargaining unit member may return to work. Morton College may also require a bargaining unit member to visit a physician chosen and paid for by Morton College to verify illness or injury. When a physician's statement is required as proof of illness or injury, paid sick leave will be suspended until the statement is received and approved by the Director of Human Resources. Misuse of sick leave or falsification of documents may result in the loss of pay for the period of time in question or other disciplinary action including termination of employment.

As a general practice, routine dental and medical appointments should not be scheduled during regular work hours. If this is impractical, then medical appointments scheduled during regular work hours shall be charged to sick leave. Whenever possible, such appointments should be made early or late in the work day. Sick leave requests must be approved by the bargaining unit member's supervisor, area administrator, and the appropriate Vice President/Provost.

While on vacation, days on which a full-time bargaining unit member is confined to a hospital or residence because of a major illness or injury are charged to sick leave. A statement from the treating physician is required in such cases. When a holiday observed by Morton College occurs during a period of extended illness or injury, the day off is not charged to a bargaining unit member's sick leave.

Section 13.7 Partial Sick Leave and Sick Leave Bank

Full-time employees who have accrued and unused Partial Sick Leave (as defined in Collective Bargaining Agreement 2005-2009) effective as of the preceding Agreement, shall retain and may use the same after the effective date of this Agreement.

As of the effective date of this Agreement, the Partial Sick Leave provision is eliminated. In its place is a Sick Leave Bank.

At the beginning of each fiscal year, each part-time and full-time employee desiring membership in the sick leave bank shall contribute at least one medical leave day of his/her accumulated allowance to a common bank to be administered by the Union. Employees who are members of the sick leave bank, who have exhausted their accumulated sick leave and personal days, may make reasonable withdrawals as determined by the Union from the sick leave bank, provided that there are sufficient days available in the bank and provided that a physician's statement is included with each request for such benefits.

The days remaining in the bank at the end of each fiscal year will not be returned to the contributing employee, but will be carried over in the bank.

An employee who has partial sick days remaining as of the effective date of this Agreement shall use his/her partial sick days before using days from the sick bank.

The benefit part-time employees may receive from the sick bank must be reflective of the part-time employee's work hours at the time application is made.

An employee whose withdrawal from the sick leave bank is approved by the Union, will continue to receive such sick leave days from the bank until either the exhaustion of the sick leave bank or the decision of the Union to terminate such withdrawals.

The Union shall indemnify and hold the Board and its staff harmless against any and all claims,

demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Union in administering the sick leave bank.

Section 13.8 Jury Duty Leave

A full-time bargaining unit member who is selected for jury duty suffers no loss of pay. The employee may utilize the daily compensation for jury duty for transportation, meals or any other expenses related to jury duty. Evidence of payment for jury duty must be submitted to the Director of Human Resources no later than ten (10) business days after the date of said jury duty. Part-time, temporary, and casual employees are not entitled to this benefit.

Section 13.9 Holidays Observed

The following days have been approved by the Board as paid holidays and days off for bargaining unit members:

- Martin Luther King Jr.'s Birthday
- Presidents Day
- General Casimir Pulaski Day
- *The Friday before the Sunday after the full moon that occurs on or after the spring equinox on March 21. If the full moon falls on a Sunday, the following Friday is given as a holiday.
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day (and the Friday immediately following)
- Christmas Break (10 work days – four [4] days are considered holidays)
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day

*Formerly known as "Good Friday" prior to judicial abolition

A bargaining unit member must work the day before and after a holiday or be on an approved paid leave to receive compensation for the holiday.

If a holiday falls on a day when a bargaining unit member is not normally required to work, the employee shall take the day as a floating holiday within the calendar month the holiday occurred.

From time-to-time, commemorative days may be designated by the Board.

Section 13.10 Family Medical Leave Act (FMLA)

The parties will comply with the FMLA, 29 U.S.C., §2601, *et seq.* All paid leave and vacation shall be taken concurrently with FMLA Leave.

Section 13.11 Disability Leave

A full-time bargaining unit member who is judged by a physician to be unable to work because of a temporary or permanent disability, eligible for benefits provided under FMLA, and who has exhausted all other entitled paid leaves is placed on an unpaid disability leave for a maximum of one (1) year. While on disability leave, an employee must submit, as requested, a physician's statement indicating ability to work. Morton College may require an employee to visit a physician chosen and paid for by Morton College to verify disability.

No compensation shall be paid by Morton College to such a full-time employee on disability leave. However, all insurance benefits remain in force provided that the employee makes all necessary employee contributions. Before returning to work, an employee on disability leave must provide the Director of Human Resources with a physician's statement indicating approval to resume all job duties.

If upon the termination of a disability leave it is not possible for a full-time bargaining unit member to return to the same position, all reasonable efforts shall be made to arrange a transfer to a comparable position with approximately the same salary range. If such a transfer is not possible, then in that event, the employee shall go on layoff status pursuant to the provisions of Article VII, Sections 7.6 and 7.7 of this Agreement.

Sick, partial sick, personal emergency, and vacation leaves do not accrue while a full-time bargaining unit member is on disability leave. Seniority does not continue to accrue (but is not lost) while a full-time bargaining unit member is on disability leave. Part-time, temporary, and casual employees are not entitled to this benefit.

If a disabled employee returns to work and within thirty (30) days again becomes disabled from the same cause, it shall be considered the same disability. If the employee becomes disabled after working thirty (30) days but less than one (1) year, the employee shall be eligible for the unused portion of the original disability leave. After working one (1) year, the employee shall be eligible for a disability leave not to exceed one (1) year.

Disability leave shall not be available until a new employee has completed one (1) year of service unless the disability is caused by an accident. In that event, the duration of the leave shall equal the number of months the employee has worked for the College.

Article XIV — Educational Benefits

Section 14.1 Tuition Waiver and Reimbursement for Full-Time Bargaining Unit Members

- A. A full-time bargaining unit member, spouse, or tax dependent may receive a tuition waiver for credit and non-credit courses offered by Morton College. A full-time bargaining unit member is responsible for the payment of all required course fees and books and may use monies granted under Section 14.1C for these expenses. Tuition waiver forms are available in the Office of Human Resources.
- B. A full-time bargaining unit member is also entitled to full reimbursement for tuition and books for one (1) class per semester for job-related courses approved by the supervisor, area administrator, and appropriate Vice President/Provost taken outside of Morton College at another fully accredited college, as long as that class is not

offered at Morton College. In no case shall the reimbursement exceed the employee's out-of-pocket expense. In no case shall reimbursement exceed four thousand dollars (\$4,000) per academic year. Reimbursement is made after the bargaining unit member presents evidence of successful completion of the course to the Director of Human Resources. Successful completion is defined as obtaining a "C" or better in a graded class and a "Pass" in a pass/fail class.

- C. A full-time bargaining unit member is entitled to a maximum of four hundred and twenty-five dollars (\$425.00) during the benefit year for professional expenses including, but not limited to, seminars, workshops, books, and fees for courses taken at Morton College, and courses for approved job-related activities. Reimbursement for authorized expenses will be made upon three presentation of required documentation to the Director of Human Resources.
- D. Employees may assign to another bargaining unit member, part or all of the four hundred and twenty-five dollars (\$425.00) in 14.1C. The assignment must be in writing and pre-approved by the Supervisor of the Department, Department of Human Resources and the appropriate Vice President/Provost. The employee may receive no more than four hundred and twenty-five (\$425.00) in assigned money. The assigned money must be used for job related tuition, workshops and seminars.
- E. The following types of items are under no circumstances eligible for reimbursement Apple TV, televisions, Apple watch, or other smart /electronic watch.
- F. Technology related items allowed as a professional development expense under section C include ergonomic keyboards, cellular phones, laptops, desktop computers, tablets.
- G. As allowed for in Section 14.1F a member may receive reimbursement for a cell phone purchase one (1) time during the life of this contract FY20 through FY24.

Section 14.2 Tuition Waiver for Part-Time Bargaining Unit Members

A part-time bargaining unit member shall receive a tuition waiver for one (1) course per semester at Morton College. The course may be for credit or non-credit. A part-time bargaining unit member is responsible for the payment of all required course fees. Tuition waiver forms are available in the Human Resources.

Section 14.3 Compensation for Educational Improvement

Employees shall receive a one-time only stipend for completion of an Associate's Degree, Bachelor's Degree, or Master's Degree. The following criteria shall apply:

- A. An employee will be eligible for only one stipend at each level of educational attainment.
- B. Employees currently holding one or more of the above degrees are ineligible for stipends for those degrees.
- C. Stipends will be awarded as follows:

Certificate Program	\$250
Associate's Degree	\$500
Bachelor's Degree	\$500

Master's Degree \$750

Stipends will be awarded upon completion of the program and submission of proof of completion to the Director of Human Resources.

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Article XV — Benefits

Section 15.1 Medical, Dental, Vision, and Long-Term Care Insurance

The Board agrees to provide medical benefits including, but not limited to, medical, dental, vision and long-term health care insurance. These benefits shall be granted to all full-time bargaining unit employees and their dependents to the extent they are granted to full-time members of the faculty at Morton College.

The benefits granted to the full-time members of the faculty of Morton College, and through Section 15.1 of this Agreement, to the full-time bargaining unit members of the classified staff, are outlined in Exhibit A attached hereto.

Section 15.2 Life Insurance

The Board agrees to pay for a group term life insurance policy with accidental death and dismemberment provisions for each full-time member equal to his or her annual salary rounded to the closest, lowest thousand dollars, but not less than \$50,000. Additional term life insurance for the employee and his or her dependents shall be available at the time of employment and during open enrollment periods. The premiums shall be paid by the employee.

Section 15.3 IRS Section 125

A full-time employee is eligible to participate in the Morton College Flexible Benefits Program. The program includes premium conversion, medical reimbursement, and dependent care components; and conforms to provisions contained in Internal Revenue Service Section 125.

Section 15.4 Credit Union

An employee is eligible to apply for membership in the Great Lakes Credit Union.

Article XVI — Salary Ranges, Hiring Wage Guidelines, and Compensation

Section 16.1 Salary Ranges

- A. Effective July 1, 2019, all minimums and maximums shall be increased by 3.0%.
- B. Effective July 1, 2020, all minimums and maximums shall be increased by 3.0%.
- C. Effective July 1, 2021, all minimums and maximums shall be increased by 3.0%.
- D. Effective July 1, 2022, all minimums and maximums shall be increased by 3.0%.
- E. Effective July 1, 2023, all minimums and maximums shall be increased by 3.0%.

Full-time employees shall be compensated according to the salary ranges shown below:

Job Titles	FY 20		FY 21		FY1 22		FY1 23		FY 24	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max	Min.	Max.
Range I										
Accounts Payable Clerk	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Admissions and Records Clerk II	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Service Aid – Bookstore	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Switchboard Operator	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Writing and Math Center Assistant	\$34,387	\$53,515	\$35,418	\$55,120	\$36,481	\$56,774	\$37,575	\$58,477	\$38,702	\$60,231
Range II										
Account Clerk 2nd Shift	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Accounting Assistant - Purchasing & Payables	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Administrative Assistant	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Admissions and Records Clerk I	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Adult Education Records Specialist	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Advisor Clerk I	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Assistant Bookstore Manager	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Cashier	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Coordinator of Duplication Services	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Health Career Support Specialist	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Library Technical Assistant I	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Pre-K Teacher Assistant	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Project Activity Assistant	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591
Program Support Specialist	\$39,155	\$60,942	\$40,330	\$62,770	\$41,540	\$64,653	\$42,786	\$66,593	\$44,070	\$68,591

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Range III

Administrative Assistant, Deans Office	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Adult Ed Assessment/Retention/Transition Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Athletics Assistant	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Coordinator of Accounts Receivable & Payroll	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Coordinator of Student Record Services	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Facilities & Operations Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Financial Aid Assistant	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Financial Aid Assistant - Loans	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Financial Aid Asst. - Satisfactory Academic Progress	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Helpdesk and Technical Support Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Information Support Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Library and Museum Liaison	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Library Electronic System Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Program Support Specialist I	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Public Assistance Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Scheduling Coordinator	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Student Activities and Leadership Assistant	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Student Development & Records Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586
Student Success Center Support Specialist	\$44,293	\$68,934	\$45,622	\$71,002	\$46,991	\$73,132	\$48,400	\$75,326	\$49,852	\$77,586

Range IV

Adult Education Data & Enrollment Specialist	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Athletic Success Coordinator	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Computer Programmer	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Coordinator of Helpdesk & Tech Services	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Data & Research Analyst	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Enrollment Specialist	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Network and Computer System Analyst I	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Pre-K Teacher	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Senior Technical Support Specialist	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Student Development Liaison	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888
Theatre Manager	\$50,588	\$91,415	\$52,106	\$94,157	\$53,669	\$96,982	\$55,279	\$99,891	\$56,938	\$102,888

Range V

Academic Advisor	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Cohort Advisor	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Fitness Center and Wellness	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Marketing and Communications	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Student Success Programs	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Coordinator of Student Activities	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Credential Analyst/Degree Auditor	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Multimedia Specialist I	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Retention & Transition Coordinator	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807
Web Content Developer	\$56,935	\$102,893	\$58,643	\$105,980	\$60,403	\$109,159	\$62,215	\$112,434	\$64,081	\$115,807

Range VI

Academic Advisor - Disabilities and Mental Health	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Bookstore Manager	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Adult Education	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Athletics	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Childcare and Pre-K Services	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Coordinator of Cohort Programming	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Learning Management System Administrator	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
MIS Integration/Procurement Analyst	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199
Testing & Assessment Specialist	\$65,495	\$118,346	\$67,459	\$121,896	\$69,483	\$125,553	\$71,568	\$129,320	\$73,715	\$133,199

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Section 16.2 Salary Adjustments

A. Salary Adjustment in FY 2020

Full-time bargaining unit members hired before June 30, 2019, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

B. Salary Adjustment in FY 2021

Full-time bargaining unit members hired before June 30, 2020, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

C. Salary Adjustment in FY 2022

Full-time bargaining unit members hired before June 30, 2021, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

D. Salary Adjustment in FY 2023

Full-time bargaining unit members hired before June 30, 2022, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

E. Salary Adjustment in FY 2024

Full-time bargaining unit members hired before June 30, 2023, whose salary increases are not covered by Sections 17.2 or 17.3 shall receive a 3.5 percent salary increase up to the maximum of the salary range for their position.

Section 16.3 Part-Time Hiring Wage Guidelines

Effective July 1, 2019, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2020, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2021, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2022, all part-time minimum hiring wages shall be increased 3%.

Effective July 1, 2023, all part-time minimum hiring wages shall be increased 3%.

The following hiring wage guidelines shall be used to establish the minimum wage for part-time employees. It is understood by both parties that adjustments to the guidelines may be made from time-to-time.

SECTION CONTINUES ON NEXT PAGE

Job Title	FY 20 <u>Minimum</u>	FY 21 <u>Minimum</u>	FY 22 <u>Minimum</u>	FY 23 <u>Minimum</u>	FY 24 <u>Minimum</u>
Administrative Assistant	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Admissions and Records Clerk II	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Bookstore Services Aide (Evenings)	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Bookstore Support Specialist	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Service Aide	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
Student Success Center Service Asst.	\$13.84	\$14.26	\$14.69	\$15.13	\$15.58
<u>Range B</u>					
Computer Lab Paraprofessional	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Data Center Paraprofessional	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Fitness Center Specialist	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
GED Test Proctor	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Library Technical Assistant II	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Site Supervisor	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Technical Laboratory Assistant	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
Testing Assistant	\$15.22	\$15.68	\$16.15	\$16.63	\$17.13
<u>Range C</u>					
Academic Skills Center Specialist	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Acad. Skills Center ESL Specialist	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Bookstore Services Aide (mornings)	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Coordinator of Child Learning Center	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Fitness Center Technician	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Computer Support Specialist III	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Peer Tutor Training Specialist	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Seminars Coordinator	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Seminars Coordinator - Family Literacy	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
Writing/Math Center Coordinator	\$16.61	\$17.11	\$17.62	\$18.15	\$18.39
<u>Range D</u>					
Academic Advisor II	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02
Accounting Clerk	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02
Computer Support Specialist II	\$18.68	\$19.24	\$19.82	\$20.41	\$21.02
<u>Range E</u>					
Academic Advisor I	\$20.76	\$21.38	\$22.02	\$22.68	\$23.36
<u>Range F</u>					
Alt. Chief Examiner - GED Test	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05
Computer Support Specialist I	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05
Project Coordinator	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05

Section 16.4 Part-Time Wage Adjustments

A. Wage Adjustment in FY 2020

Part-time bargaining unit members hired before June 30, 2019 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

B. Wage Adjustment in FY 2021

Part-time bargaining unit members hired before June 30, 2020 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

C. Wage Adjustment in FY 2022

Part-time bargaining unit members hired before June 30, 2021 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

D. Wage Adjustment in FY 2023

Part-time bargaining unit members hired before June 30, 2022 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

E. Wage Adjustment in FY 2024

Part-time bargaining unit members hired before June 30, 2023 shall receive a 3.5 percent wage increase or the minimum of the new pay range or whichever is greater.

Section 16.5 Longevity Pay

Longevity pay will be granted each year to those full-time bargaining unit members who achieve the following bargaining unit service years as of July 1 of each contract year. This does not become a part of the members' base hourly rate. The payment will be made on the first payroll in December.

08-10 years \$300

11-15 years \$500

16-20 years \$750

21-30 years \$1,000

31 years and over \$1,500

Regular part-time employees shall receive longevity pay as follows:

08-10 years \$175

11-15 years \$300

16-20 years \$450

21 years and over \$600

Section 16.6 New Employees

New employees hired at more than the mid-point of the salary range shall not receive a salary increase until they have completed one (1) year of service.

Section 16.7 Proration of Salary and Benefits

The annual salary and vacation and emergency leave benefits of a full-time bargaining unit member who begins employment after the first day of the fiscal year are prorated. The prorations are based upon the number of work days remaining in the fiscal year. Similar calculations are performed whenever a full-time bargaining unit member terminates employment before the end of the fiscal year. A reduction in the amount of a full-time bargaining unit member's final paycheck may occur as a result of these calculations and adjustments.

The leave benefits extended to a part-time bargaining unit member who begins employment after the first day of the fiscal year are prorated. An adjustment to the leave benefit is made whenever a part-time bargaining unit member terminates employment before the end of the fiscal year. This may result in a reduction in the amount of the final paycheck a part-time bargaining unit member receives.

Section 16.8 Higher Learning Commission Committee Work

If selected to officially serve on a Higher Learning Commission ("HLC") Committee, the College President may award the classified staff member for his/her work with release time and/or compensation to be determined by the College President.

Article XVII — Position Classifications

Section 17.1 Classification Review

The Board and the Union shall establish an eight (8) person Classification Review Committee. The committee shall be comprised of four (4) representatives appointed by the Board and four (4) representatives appointed by the Union. Appointments shall be made so as to ensure that each division within the College is represented.

The committee shall meet in February at either party's request of each year to review job classifications based upon the recommendations of the Union representatives. The committee shall review no more than five (5) job classifications per year.

The committee shall examine the job classifications and make recommendations based upon the job descriptions of comparable positions at other colleges and internal equity and worth.

After the committee makes a recommendation, the President shall forward the recommendation of the committee to the Board for final action.

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Section 17.2 Compensation Adjustment

Bargaining unit employees moved to a higher job classification shall receive a minimum of a ten percent (10%) increase in salary/rate or the minimum of the new classification, whichever is greater.

The salary increase shall be prospective and shall be effective on July 1 of the succeeding fiscal year in which the committee reviewed the position.

Section 17.3 Salary Range Adjustment

The committee provided for in Section 17.1 may annually consider the minimum and maximum salaries assigned to specific job classification ranges. The committee must reach consensus before a recommendation to adjust a classification range is made. If there is no consensus, the range shall remain the same.

After the committee makes a recommendation, the President shall forward the recommendation of the committee to the Board for final action.

If the Board increases the range, a full-time bargaining unit employee will receive the percentage increase of the newly established range.

Article XVIII — Past Practice

This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the College as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The parties agree that any practices which may arise during the term of this Agreement that are not contrary to or which do not conflict with the written provisions of this Agreement, shall conform to the elements enumerated in this Section.

Either party's respective failure to enforce any provision of this Agreement does not constitute a waiver thereof or the establishment of past practice contrary to the written terms of this Agreement.

The College agrees that, upon request of the Union, it shall through its administration meet and consult with the Union relative to any past practices pertaining to wages, hours, and conditions of employment.

The parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bona fide binding practice whether under the provisions of this Agreement or at any time prior thereto:

- A. The asserted past practice must be reasonably consistent
- B. The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner

SECTION CONTINUES ON NEXT PAGE

- C. The asserted past practice shall have been acted upon
- D. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both parties to this Agreement

Article XIX — Severability

Any article, section, provision, sentence, or clause of this Agreement held to be illegal will not be deemed valid, except to the extent permitted by law. However, the remainder of this Agreement shall remain in full force and effect for the entire term of the Agreement.

In the event any article, section, provision, sentence, or clause of this Agreement is determined to be invalid by a court of competent jurisdiction, and thereafter no appeal is taken by either party within the appropriate period, the parties shall renegotiate the article, section, provision, sentence, or clause of the Agreement so deemed to be invalid.

Article XX — Printing of Agreement

The Board shall be responsible for the printing of sufficient copies of the Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be borne by the Board. The Board shall distribute one (1) copy of the Agreement to each bargaining unit member and shall supply twenty (20) copies of the Agreement to the Union.

Article XXI — Term of Agreement

This Agreement shall be effective July 1, 2019 and shall remain in full force and effect until 11:59 PM June 30, 2024.

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Article XXII — Written Notice

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Board of the College to the Union shall be addressed as follows:

The President
Morton College Classified Federation
Cook County College Teachers Union AFT, Local 1600
3801 S. Central Avenue
Cicero, IL 60804

and

Morton College Classified Union
Cook County College Teachers Union AFT, Local 1600
1901 W Carroll Ave STE 200
Chicago, IL 60612

Notice sent by the Union to the Board or the College shall be addressed as follows:

The Morton College Board of Trustees
Community College District No. 527
3801 S. Central Avenue
Cicero, IL 60804 or

Morton College
Office of the President
3801 S. Central Avenue
Cicero, IL 60804

Notice sent by the Board of the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Human Resources Office of the College.

Either party may by like written notice change the address to which such notice is to be given.

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EXECUTED THIS ____ DAY OF _____, 2020, AT CICERO, ILLINOIS by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

**MORTON COLLEGE, COMMUNITY
COLLEGE DISTRICT 527, COUNTY
OF COOK, STATE OF ILLINOIS**

**MORTON COLLEGE CLASSIFIED
STAFF FEDERATION, COOK
COUNTY COLLEGE TEACHERS
UNION AFT, LOCAL 1600**

Frances Reitz
Chair, Board of Trustees

Eric Porod
President

Jose Collazo
Secretary, Board of Trustees

Jennifer Iniquez
Vice President

Exhibit A – Insurance Coverage

Medical Insurance

Employee Coverage

The full-time bargaining unit member agrees to pay the following percentage of the rate for the comprehensive medical insurance program provided by the College:

YEAR	SINGLE - % of Employee Contribution	FAMILY- % of Employee Contribution
2019-2020	HMO 11% PPO 14%	HMO 31% PPO 36%
2020-2021	HMO 11% PPO 14%	HMO 31% PPO 36%
2021-2022	HMO 11% PPO 14%	HMO 31% PPO 36%
2022-2023	HMO 11% PPO 14%	HMO 31% PPO 36%
2023-2024	HMO 11% PPO 14%	HMO 31% PPO 36%

The Board agrees to pay the premiums for the comprehensive medical insurance program provided by the College to full-time bargaining unit members less the full-time bargaining unit member's percentage of contribution as set forth in the chart above.

Dependent and Family Coverage

Participation shall be at the election of the full-time bargaining unit member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the College and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the Board.

Husband and Wife Employed

The Board agrees to pay, at the option of the full-time bargaining unit members, the full cost of dependent coverage for the comprehensive medical insurance program provided by the College in the case where a husband and wife are both employed by the Board as full-time bargaining unit members.

Dental Insurance

Employee Coverage

The Board agrees to pay one hundred percent (100%) of the per annum individual rate for the dental insurance program provided by the College.

Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the dental insurance program provided by the College. Participation shall be at the election of the full-time bargaining unit member. The member must disclose if coverage

exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the College and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the Board.

Husband and Wife Employed

The Board agrees to pay, at the option of the full-time bargaining unit members, the full cost of dependent coverage for the dental insurance program provided by the College in the case where a husband and wife are both employed by the Board as full-time bargaining unit members.

Benefits

The benefits for the dental insurance program provided by the College shall be equivalent to or greater than those of the 2008-2009 group program.

Vision Insurance

Employee Coverage

The Board agrees to pay one hundred percent (100%) of the per annum individual rate for the vision insurance program provided by the College.

Dependent Coverage

The Board agrees to pay seventy-five percent (75%) of the per annum dependent rate for the vision insurance program provided by the College. Participation shall be at the election of the full-time bargaining unit member. The member must disclose if coverage exists (or the potential for coverage) from any other source and must agree to coordinate benefits between the carrier for the College and the secondary source. Failure to do so will result in the loss of family and/or dependent coverage from the Board.

Husband and Wife Employed

The Board agrees to pay, at the option of the full-time bargaining unit members, the full cost of dependent coverage for the vision insurance program provided by the College in the case where a husband and wife are both employed by the Board as full-time bargaining unit members.

Benefits

The benefits for the vision insurance program provided by the College shall be equivalent to or greater than those of the 2008-2009 group program.

Long-Term Care Insurance

Employee Coverage

The Board agrees to provide at the full-time bargaining unit member's expense base long-term care insurance program provided by the College.

Benefits

The long-term care insurance benefits offered by the College in 2000-01 shall constitute the foundation level.

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

PROPOSED ACTION: That the BOTs approve annual compensation for Non-CBA employees.

RATIONALE: Required by Board Policies 2.1

COST ANALYSIS: Range of increase is 0-3.5%

Person Full Name	Employment FT or PT	fy 2021 Proposed	Position Class	Position Title	Department	Person Full Name
Avalos-Thompson, Marlena	Full-Time Staff	\$89,715.87	Administrators	Associate Dean of Academic Services	Arts & Sciences Administration	Avalos-Thompson, Marlena
Brown, Michael	Full-Time Staff	\$79,177.50	Administrators	Associate Dean of Student Services	Admissions	Brown, Michael
Cashman, Laurie	Full-Time Staff	\$108,675.00	Administrators	Dean of Adult, Careers and Technical	Adult Education Administration	Cashman, Laurie
Cline, Irina	Full-Time Staff	\$72,450.00	Administrators	Director of Community and Continuing Education	Institutional Advancement	Cline, Irina
Davis, Carissa	Full-Time Staff	\$85,764.00	Administrators	Dir of Financial Aid	Financial Aid	Davis, Carissa
Delgado, Sally	Full-Time Staff	\$80,659.00	Administrators	Director of Development and Alumni Relations	Institutional Advancement	Delgado, Sally
Falbo, Lydia	Full-Time Staff	\$120,011.36	Administrators	Dean of Nursing and Health Sciences	Nursing	Falbo, Lydia
Fields, Stanley	Full-Time Staff	\$249,773.79	Administrators	President	Office of the President	Fields, Stanley
Florio, Joseph	Full-Time Staff	\$98,325.00	Administrators	Director of Campus Operations and Facilities	Physical Plant	Florio, Joseph
Gehrke, Alison	Full-Time Staff	\$105,000.00	Administrators	Associate Dean of PTA and Health Sciences	Physical Therapist Assistant	Gehrke, Alison
Jara, Blanca	Full-Time Staff	\$87,975.00	Administrators	Executive Director of Institutional Advancement	Institutional Advancement	Jara, Blanca
Kott, Micheal	Full-Time Staff	\$99,847.67	Administrators	Associate Dean-Learning Resource Center	Library	Kott, Micheal
Lullo, Ronald	Full-Time Staff	\$102,465.00	Administrators	Director of Human Resources	Human Resources	Lullo, Ronald
Marzullo, Frank	Full-Time Staff	\$188,690.85	Administrators	Vice President, Administrative Services	VP Admin Services/Insp Gnrl	Marzullo, Frank
Mata, Gabriela	Full-Time Staff	\$58,995.00	Administrators	Director of Student Activities	Student Success	Mata, Gabriela
McLaughlin, Keith	Full-Time Staff	\$198,402.26	Administrators	Provost	Office of the President	McLaughlin, Keith
Mosqueda, Claudia	Full-Time Staff	\$83,313.60	Administrators	Associate Dean of Adult and Career Technical Education	Career & Tech Admin	Mosqueda, Claudia
O'Brien, Courtney*	Full-Time Staff	\$80,000.00	Administrators	Director of Admissions and Records/Registrar	Admissions	O'Brien, Courtney
Parrish, Vanessa	Full-Time Staff	\$76,472.90	Administrators	Director of Corporate Education	VP Admin Services/Insp Gnrl	Parrish, Vanessa
Perez, Mireya	Full-Time Staff	\$130,615.97	Administrators	Chief Financial Officer/Treasurer	Business Office	Perez, Mireya
Raigoza, Suzanna	Full-Time Staff	\$74,623.50	Administrators	Senior Accountant	Business Office	Raigoza, Suzanna
Raygoza, Liliana	Full-Time Staff	\$49,680.00	Classified Excluded	Execu Asst. - Assoc. Provost	Arts & Sciences Administration	Raygoza, Liliana
Ridyard, Melissa	Full-Time Staff	\$68,206.50	Classified Excluded	Exec Assistant, Operations	VP Admin Services/Insp Gnrl	Ridyard, Melissa
Rose, Charles	Full-Time Staff	\$75,000.00	Administrators	Associate Dean of Strategic Initiatives, Acte	Adult Education Administration	Rose, Charles
Ruiz, Ruben	Full-Time Staff	\$136,156.32	Administrators	Chief Information Officer	Data Center	Ruiz, Ruben
Samarah, Mariam*	Full-Time Staff	\$60,000.00	Administrators	Human Resources Benefits Administrator	Human Resources	Samarah, Mariam
Sanchez Anderson, Maria	Full-Time Staff	\$88,218.23	Classified Excluded	Exec Asst. to the President	Office of the President	Sanchez Anderson, Maria
Shouba, Derek	Full-Time Staff	\$122,607.14	Administrators	Associate Provost	Arts & Sciences Administration	Shouba, Derek
Strauts, Erin	Full-Time Staff	\$79,000.00	Administrators	Director - Institutional Research	Institutional Research	Strauts, Erin
Tejeda, Erika	Full-Time Staff	\$76,862.21	Administrators	Director of ACTE Grants and Compliance	Adult Education Administration	Tejeda, Erika
Treiber, John*	Full-Time Staff	\$115,000.00	Administrators	Athletic Director	Athletics	Treiber, John
Valdez, Ana	Full-Time Staff	\$51,050.00	Classified Excluded	Executive Assistant - Provost	Office of the President	Valdez, Ana
Vega-Huezo, Wendy	Full-Time Staff	\$81,629.42	Administrators	Associate Director of Human Resources	Human Resources	Vega-Huezo, Wendy
Velazquez, Marisol	Full-Time Staff	\$118,650.33	Administrators	Dean of Student Services	Student Success	Velazquez, Marisol
Windham, Brandie	Full-Time Staff	\$77,625.00	Administrators	Associate Dean of Arts & Sciences	Arts & Sciences Administration	Windham, Brandie

Person Full Name	Employment FT of	fy 2021 Proposed	Position Class	Department	Person Full Name
Andersen, Michael	Part-Time Staff	\$25.45	Classified Excluded	Library	Andersen, Michael
Arteaga, Cynthia	Part-Time Staff	\$13.91	Classified Excluded	Adult Education Administration	Arteaga, Cynthia
Aslam, Anum	Part-Time Staff	\$21.44	Classified Excluded	Adult Basic Education	Aslam, Anum
Bahena, Jordy	Part-Time Staff	\$10.21	Classified Excluded	Individual Learning Center	Bahena, Jordy
Bahena, Karina	Part-Time Staff	\$18.53	Classified Excluded	Arts & Sciences Administration	Bahena, Karina
Bish, Sandra	Part-Time Staff	\$31.68	Classified Excluded	Individual Learning Center	Bish, Sandra
Braun, Amanda*	Part-Time Staff	\$30.00	Classified Excluded	Physical Therapist Assistant	Braun, Amanda
Buongiorno, Mary	Full-Time Staff	\$62,363.93	Classified Excluded	Adult Education Administration	Buongiorno, Mary
Cappetta, Leilani*	Full-Time Staff	\$52,106.00	Classified Excluded	Campus Safety Office	Cappetta, Leilani
Ceaser, Sanyea	Full-Time Staff	\$63,422.48	Classified Excluded	Business Office	Ceaser, Sanyea
Cervantes, Andrea	Part-Time Staff	\$15.30	Classified Excluded	Data Center	Cervantes, Andrea
Davidson, Jody	Full-Time Staff	\$71,211.69	Classified Excluded	Adult Education Administration	Davidson, Jody
Feulner, Joseph*	Full-Time Staff	\$45,165.00	Classified Excluded	Campus Safety Office	Feulner, Joseph
Folkers, Jeff	Full-Time Staff	\$41,124.86	Classified Excluded	Physical Plant	Folkers, Jeff
French, Dustin	Part-Time Staff	\$21.74	Classified Excluded	Adult Basic Education	French, Dustin
Gavin, Kerri	Part-Time Staff	\$25.21	Classified Excluded	Individual Learning Center	Gavin, Kerri
Gutierrez, Miguel	Part-Time Staff	\$10.21	Classified Excluded	Individual Learning Center	Gutierrez, Miguel
Hernandez, Francisco	Full-Time Staff	\$47,554.11	Classified Excluded	Nursing	Hernandez, Francisco
Karas, Demetra	Part-Time Staff	\$31.76	Classified Excluded	Individual Learning Center	Karas, Demetra
Labno, David	Full-Time Staff	\$46,204.47	Classified Excluded	Individual Learning Center	Labno, David
Markel, Carolyn	Full-Time Staff	\$67,445.78	Classified Excluded	Nursing	Markel, Carolyn
Martinez, Abigail	Part-Time Staff	\$13.72	Classified Excluded	Adult Education Administration	Martinez, Abigail
Martin, Joanna	Full-Time Staff	\$59,202.00	Classified Excluded	Business Office	Martin, Joanna
McKenzie, Carla	Part-Time Staff	\$28.46	Classified Excluded	Library	McKenzie, Carla
Montoro, Roger SR*	Full-Time Staff	*	Classified Excluded	Campus Safety Office	Montoro, Roger SR
Munoz, Erica	Full-Time Staff	\$34,261.70	Classified Excluded	Human Resources	Munoz, Erica
Murillo, Alexis	Part-Time Staff	\$14.19	Classified Excluded	Duplications	Murillo, Alexis
Napoletano, Elizabeth	Part-Time Staff	\$16.00	Classified Excluded	Comp Info Sys/Comp Sci	Napoletano, Elizabeth
Quezada, Joel	Part-Time Staff	\$15.30	Classified Excluded	Data Center	Quezada, Joel
Recio-Palacios, Emely*	Part-Time Staff	\$13.44	Classified Excluded	Institutional Advancement	Recio-Palacios, Emely
Reyes, Daniel	Part-Time Staff	\$25.39	Classified Excluded	Sciences	Reyes, Daniel
Rodriguez, Yesel	Part-Time Staff	\$14.96	Classified Excluded	Duplications	Rodriguez, Yesel
Saldana, Esbeidy	Part-Time Staff	\$13.72	Classified Excluded	Admissions	Saldana, Esbeidy
Santoyo, Perla	Full-Time Staff	\$41,400.00	Classified Excluded	Institutional Advancement	Santoyo, Perla
Silva, Vanessa	Part-Time Staff	\$10.21	Classified Excluded	Individual Learning Center	Silva, Vanessa
Soto, Patricia	Part-Time Staff	\$14.13	Classified Excluded	Adult Education Administration	Soto, Patricia
Steinhaus, Julie	Full-Time Staff	\$44,858.97	Classified Excluded	Individual Learning Center	Steinhaus, Julie
Terronez, Paul	Part-Time Staff	\$21.44	Classified Excluded	Individual Learning Center	Terronez, Paul
Thomas, Paul	Part-Time Staff	\$25.65	Classified Excluded	Individual Learning Center	Thomas, Paul
Twomey, John	Part-Time Staff	\$30.36	Classified Excluded	Individual Learning Center	Twomey, John
Ulbrich, Scott	Full-Time Staff	\$77,053.68	Classified Excluded	Data Center	Ulbrich, Scott
Wido, Christopher	Full-Time Staff	\$51,050.00	Classified Excluded	Fitness Center	Wido, Christopher

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Marlena Avalos-Thompson**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean of Academic Services ("Associate Dean of Academic Services" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of Academic Services and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Associate Dean of Academic Services and be employed as the Associate Dean of Academic Services of the College.
- 1.2 **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 of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-nine thousand seven hundred, fifteen dollars and eighty seven cents. \$89,715.87 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.

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

(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non - terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Marlena Avalos-Thompson

[REDACTED]
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 26th day of August, 2020.

Executed:

Stanley S. Fields Ph.D. Date
Morton College

Marlena Avalos-Thompson Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Michael Brown**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean of Student Services ("Associate Dean of Student Services") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of Student Services and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

1.1 Position. Employee shall serve as the Associate Dean of Student Services and be employed as the Associate Dean of Student Services of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Student Services of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 - June 30). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of Student Services of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. **TERM:**

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. **RESTRICTIVE COVENANTS:**

To the fullest extent of Employee's knowledge, 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.

4. **REMUNERATION:**

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-nine thousand one hundred seventy-seven dollars and 50 cents. \$79,177.50 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th) ; said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Michael Brown
[REDACTED]
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August, 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Laurie Cashman**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Dean of Adult and Career Technical Education ("Dean of Adult and Career Technical Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Dean of Adult and Career Technical Education and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Dean of Adult and Career Technical Education and be employed as the Dean of Adult and Career Technical Education of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Adult and Career Technical Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 and Career Technical Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of one hundred eight thousand six hundred seventy-five dollars only. \$108,675.00 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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

██████████
██████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.

- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.

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

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

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Irina Cline**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Community & Continuing Education ("Director of Community & Continuing Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Community & Continuing Education and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

1.1 **Position.** Employee shall serve as the Director of Community & Continuing Education and be employed as the Director of Community & Continuing Education of the College.

1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Community & Continuing Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 - June 30). 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 & Continuing Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy- two thousand four hundred fifty dollars only. \$72,450.00 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
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- (A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

(6) A violation of a College rule, unless the Employee can demonstrate that:

(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

(A) Any material breach of this Agreement by the College;

(B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

(C) 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

(D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Irina Cline
[REDACTED]
[REDACTED]

9. **MISCELLANEOUS:**

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Carissa Davis**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Financial Aid ("Director of Financial Aid") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Financial Aid and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Financial Aid and be employed as the Director of Financial Aid of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Financial Aid of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30st day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-five thousand seven hundred and sixty-four dollars only. \$85,764.00 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
- (A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by 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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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

- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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
 ████████████████████
 ████████████████████

9. MISCELLANEOUS:

9.1 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.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.

- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 26th day of August, 2020.

Executed:

Stanley S. Fields Ph.D. Date
Morton College

Carissa Davis Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Sally Delgado**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Development and Alumni Relations ("Director of Development and Alumni Relations" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Development and Alumni Relations and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Director of Development and Alumni Relations and be employed as the Director of Development and Alumni Relations of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Development and Alumni Relations of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 - June 30). 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 Development and Alumni Relations of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty thousand six hundred fifty-nine dollars only. \$80,659 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
- (A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. **TERMINATION:**

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Sally Delgado
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Lydia Falbo**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Dean of Nursing and Health Sciences ("Dean of Nursing and Health Sciences") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Dean of Nursing and Health Sciences and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Dean of Nursing and Health Sciences and be employed as the Dean of Nursing and Health Sciences of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Nursing and Health Sciences of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1 - June 30). 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 Nursing and Health Sciences of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred twenty thousand eleven dollars and thirty-six cents. \$120,011.36 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

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5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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 of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;
- (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;

- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Lydia Falbo

████████████████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and effective as of this 26th day of August 2020, (the “Effective Date”) by and between Morton College, Illinois Community College District No. 527 (“Morton College”), and Dr. Stanley Fields, individual (“Fields” or “President”), (collectively, Morton College and the President may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party”).

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, Fields desires to serve as the President of Morton College; and

WHEREAS, Fields possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of Morton College (the “Board”) has determined that it is in the best interest of Morton College to secure the services and employment of Fields based on the terms and conditions set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement whereby Fields will serve as the President of Morton College; and

WHEREAS, Fields hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board; and

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

1. EMPLOYMENT:

1.1 Position. Fields shall be employed as the President of Morton College.

1.2 Duties. Fields shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Executive Officer and President of an Illinois Community College, as set forth in the President’s Position Description (attached hereto), and as governed by the Board’s Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Fields shall perform such other duties as are assigned to him

by the Board in his capacity as the President of Morton College. Furthermore, the Parties shall jointly conduct working sessions, outside of the structure of regularly scheduled business meetings of the Board, for the purpose of discussing and determining the goals of Morton College, defining the role and goals of the President, as well as the roles of the Board and the administration of Morton College, and establishing respect and rapport among and between the President, the Board, the administration, the faculty and the staff of Morton College.

- 1.3 Best Efforts. Fields agrees that at all times he will faithfully, efficiently and to the best of his abilities and talents perform all of the duties which may be required of and from him, pursuant to the terms hereof and to the reasonable satisfaction of the Board. The President shall abide by all policies and decisions made by Morton College, as well as all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, in addition to the Board's Policies and Procedures. The President shall act in the best interests of Morton College at all times. The President agrees to devote his full time, skill and attention to said employment during the term of this Agreement provided, however, that the President may engage in non-competitive activities so long as such activities do not interfere with the President's responsibilities under this Agreement and the President receives the prior written authorization from the Board. The President shall not engage in any work or business for the President's own interest or for or on behalf of any other person, firm or corporation that competes or interferes with the performance of the President's duties hereunder, or poses an actual or potential conflict of interest with Morton College, as may be determined by the Board in its sole discretion, whether the same is for pay or as a volunteer. If the Board believes such a conflict exists during the term of this Agreement, the Board or its designee may ask the President to choose to discontinue the other work or resign employment with Morton College.
2. TERM. The term of the President's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2024 (the "Expiration Date") unless earlier terminated as provided for in Section 6 of this Agreement.
3. RESTRICTIVE COVENANTS. To the fullest extent of Fields' knowledge, Fields represents and warrants to Morton College that he is not bound by any restrictive covenant of another entity or employer and has no prior or other obligations or commitments that would, in any way, prevent, restrict, hinder or interfere with his acceptance of employment by Morton College or the performance of the duties and services hereunder. Fields shall defend, indemnify and hold harmless Morton

College for any liability Morton College may incur as the result of the existence of any such covenants, obligations or commitments.

4. REMUNERATION. Subject to the District release in Section 3 of this Agreement, Fields shall receive the following as his total remuneration:

- 4.1 Base Salary. Fields shall receive an annual Base Salary of two hundred forty-nine thousand seven hundred seventy-three and 79/100 U.S. dollars (\$249,773.79) for the term of July 1, 2020 to June 30, 2021. Fields' Base Salary for his term of July 1, 2021 to June 30, 2022, and for his term of July 1, 2022 to June 30, 2023, and for his term of July 1, 2023 to June 30, 2024, shall each be determined after the Board's evaluation of the President each year and shall be no less than the prior year's Base Salary. Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and Fields.
- 4.2 Auto Expenses. Morton College agrees to pay Fields as part of his gross compensation, the sum of five hundred and no/100 U.S. dollars (\$500.00) per month for transportation costs which include all necessary automobile operating expenses such as fuel, oil, insurance, and repairs for local travel. Morton College shall not reimburse Fields for mileage for travel outside of Cook County, Illinois. However, Morton College will grant Fields access to Morton College-owned pool vehicles for Fields' Morton College-related travel outside of Cook County, Illinois.
- 4.3 Civic Engagement Expenses. The President shall be reimbursed in the form of a stipend for reasonable "Civic Engagement Expenses" incurred during the performance of his employment obligations, which include the general promotion of the interests of Morton College, and performing duties for and promoting the interests of any of Morton College's affiliated programs or institutions.

Specifically, Morton College will cover Fields' Civic Engagement Expenses by paying Fields five thousand and no/100 U.S. dollars (\$5,000.00) (hereafter referred to as the "Civic Stipend") over the course of each calendar year in equal installments according to the payroll dates in effect for other senior level administrators (see Section 4.1). Throughout each calendar year, Fields shall only submit receipts for his actual Civic Engagement Expenses incurred in accordance with the terms of this Agreement. Fields shall timely submit his Civic Engagement Expenses receipts to the Controller to be approved by either the Chairman or Vice-Chairman of the Board. At the end of each calendar year, Morton College will report the difference between the Civic Stipend and the aggregate

amount of all properly approved Civic Engagement Expenses receipts on Fields W-2 Form as taxable income. Morton College will not reimburse Fields for any Civic Engagement Expenses incurred after the Civic Stipend amount is reached (i.e., Morton College will only cover up to \$5,000.00 each calendar year in Civic Engagement Expenses incurred by Fields).

- 4.4 Communication Devices. Morton College agrees to pay Fields as part of his gross compensation, the sum of five hundred and no/100 U.S. dollars (\$500.00) per month to reimburse him for Fields using his own “communication devices” (e.g., laptop, cell phone, iPad, etc.) to perform his duties as President. As a result, Morton College will not provide Fields with any “communication devices.”
- 4.5 Attendance at Professional Meetings. Fields agrees any travel in order to attend professional meetings on behalf of Morton College as its President shall be in accordance with Morton College Board Policies 2.10 (entitled “College Business Travel”) & 8.3 (entitled “Reimbursement for Travel Expenses”) as amended from time to time.
- 4.6 Ordinary Business Expenses. Morton College shall reimburse Fields for “Ordinary Business Expenses” he incurs in his role as Motion College’s President. “Ordinary Business Expenses” do not include: any automotive expenses covered by Section 4.2; “Civic Engagement Expenses” covered by Section 4.3, including entertainment costs; any communication device expenses covered by Section 4.4; and any expenses covered by Section 4.5. Therefore for the purposes of this Agreement, “Ordinary Business Expenses” is defined as all other reasonably necessary Morton College President-related expenses not already covered by Sections 4.2-4.5.

Fields shall be reimbursed for actual “Ordinary Business Expenses” incurred for which he submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller on a timely basis and upon approval by the Chairman or Vice-Chairman of the Board, Fields shall be reimbursed for his “Ordinary Business Expenses.”

- 4.7 Illinois State Universities Retirement System. Morton College agrees to pay for Fields’ statutorily mandated employee contributions to the Illinois State Universities Retirement System (“SURS”) pursuant to the Illinois Pension Code (40 ILCS 5/15-107(i) (2015)).
- 4.8 Insurance.
 - A. Comprehensive Medical Insurance. Morton College shall offer to Fields the same Comprehensive Medical Insurance Program that it offers its

other employees. Morton College and Fields shall pay the following portions of the per annum rate for the Comprehensive Medical Insurance Program offered by Morton College and selected by Fields, respectively:

1. FY 2019-2020

MORTON COLLEGE		FIELDS	
Single HMO	92%	Single HMO	8%
Family HMO	69%	Family HMO	31%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

2. FY 2021-2022

MORTON COLLEGE		FIELDS	
Single HMO	92%	Single HMO	8%
Family HMO	69%	Family HMO	31%
Single PPO	88%	Single PPO	12%
Family PPO	64%	Family PPO	36%

3. FY 2022-2023

As set forth in either the Faculty Collective Bargaining Agreement or Classified Staff Collective Bargaining Agreement, whichever contains the lower employee contribution percentage.

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

C. Vision Insurance. Morton College shall offer to Fields the same Vision Insurance Program that it offers to its other employees. Morton College shall pay for one hundred percent (100%) of the annual rate for the Vision Insurance Program offered by Morton College for individual coverage, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Fields.

D. Life Insurance. Morton College shall provide (and pay for) individual term life insurance coverage to Fields at one hundred and fifty thousand and no/100 U.S. dollars (\$150,000.00). Fields shall be solely responsible for the payment of family life insurance coverage, if applicable.

4.9 Paid Time Off Benefits. Fields shall receive the following benefits:

(a) Seventeen (17) calendar days of vacation annually, in addition to any days that are designated as holidays by Morton College; the vacation days identified in the preceding sentence must be taken in the same contract year in which they are earned, unless the Board approves the carryover of the same; vacation requests in excess of three (3) consecutive days shall be subject to the prior written approval of the Board;

(b) Five (5) calendar days of personal leave per Fiscal Year (July 1st – June 30th of the following year); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(c) Twenty (20) calendar days of sick leave at full pay per Fiscal Year which days are prorated and cumulative so long as Fields is continuously employed by Morton College; the sick leave guidelines contained in the Faculty Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable.

5. EVALUATION. The Board assumes the final responsibility for doing an annual evaluation of the President which shall be reduced to writing and will assess the President's overall performance in light of written goals to be jointly developed by the Parties each year of the Agreement, the President's Position Description, and the duties of the President as set forth in Board Policy. The President and the Board Chair shall confer each May to plan the President's next annual evaluation. The method of evaluation shall be the decision of the Board after consultation with the President, and may include but is not limited a three hundred and sixty (360) degree evaluation. The annual evaluation of the President will take place no later than September 30th of each year, and the results of the annual evaluation of the President shall be discussed with the President at a Board Retreat to occur no later than November 30th of each year. The President will provide a written reminder of the evaluation schedule to the Board on or before April 15th of each year of the Agreement. Nothing contained herein shall preclude the Board from meeting at other times to discuss the performance or employment of Fields.

6. TERMINATION. This Agreement may be terminated due to Disability (as defined below), for Cause (as defined below), for Good Reason (as defined below), due to the death of Fields (as defined below), for any reason or no reason (as set forth below), or shall terminate on the Expiration Date, as described above.

6.1 Termination Due to Disability. Either Fields or Morton College shall be entitled to terminate Fields' employment for Disability by giving the other Party fifteen (15) calendar days' written notice. For purposes of this Agreement, "Disability" shall mean a determination by the Board in

accordance with the Americans with Disability Act and the Illinois Human Rights Act that, as a result of a physical or mental impairment, Fields is unable to perform the duties and obligations (i.e., the essential functions) set forth in Section 1.2 of this Agreement with or without reasonable accommodation. In the event of Fields' termination due to Disability, Morton College shall pay Fields his accrued salary and vacation up to the date of termination.

6.2 Termination by Morton College for Cause. Although Morton College anticipates a mutually rewarding employment relationship with Fields, Morton College may terminate Fields' employment as President at any time for Cause. For purposes of this Agreement, "Cause" means any of the following, as determined by a majority vote of the Board:

- (a) President's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (b) Acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of the President with respect to the President's obligations to Morton College or otherwise relating to the business of Morton College;
- (c) The President's fraud or dishonesty in connection with the President's performance of duties, which has a materially detrimental effect on Morton College; or
- (d) A material breach by the President of any material provision of this Agreement, which shall include, without limitation, any act or omission which would be deemed a violation of the Board's Policies and Procedures.

For purposes of this Section 6.2, no act or failure to act on the President's part shall be deemed "willful," unless done or omitted by the President, done in bad faith, or done without the reasonable belief that the President's action or failure to act was in the best interests of Morton College.

Before the Board may terminate Fields for Cause, the Board must: (a) give written notice to Fields providing him with reasonable detail of the conduct or event constituting Cause; and (b) provide Fields with the opportunity to be heard by the Board; and (c) give Fields fifteen (15) calendar days, following his receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

- 6.3 Termination by the President for Good Reason. Fields may terminate his employment under this Agreement with Good Reason at any time by giving written notice thereof to the Board and describing in reasonable detail the event constituting Good Reason. For purposes of this Agreement, “Good Reason” means any of the following events, unless Fields specifically agrees in writing that such event shall not be Good Reason:
- (a) Any material breach of this Agreement by Morton College;
 - (b) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of the President;
 - (c) A reduction in the President’s total cash compensation and benefits from those required to be provided under this Agreement or a material delay in payment; or
 - (d) Any failure to assign this Agreement to the successor of Morton College, unless the President and such successor enter into a successor employment agreement.

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

- 6.4 Termination Due to Death. In the event of Fields’ death during the term of this Agreement and while Fields is employed as the President of Morton College, this Agreement shall terminate immediately at the time of Fields’ death and Morton College shall pay to Fields’ estate his salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Fields’ death.
- 6.5 Termination by Board. The Board may terminate this Agreement at any time for any reason upon forty-eight (48) hours written notice to Fields. In the event of such termination, Fields shall be paid at the same salary and with the same normal benefits for work performed until the date of the early termination. Thereafter, Fields will receive a lump sum buyout payment in an amount equal to one (1) year of salary at the current rate of pay or, in the event that there is less than one (1) year remaining on the Agreement, the salary for the remaining period, plus benefits. For purposes of this paragraph only, the term “salary” shall include only Base Salary plus accrued and unused vacation days and the employer contribution to SURS. For purposes of this paragraph only, the term “benefits” shall include continuation of all health insurance coverage and life insurance as set forth

herein. If the Agreement is terminated pursuant to this Section 6.5, then neither Party will acknowledge fault of any kind.

- 6.6 Termination by Fields. In the event that Fields terminates this Agreement prior to the Expiration Date, Fields shall reimburse six (6) months of his then current Base Salary, as defined in Section 4.1 of this Agreement, to Morton College.
7. RETURN OF MORTON COLLEGE'S PROPERTY. At any time upon Morton College's request and/or upon termination of Fields' employment with Morton College, Fields shall immediately deliver to Morton College all data, manuals, specifications, lists, notes, writings, photographs, microfilm, electronic equipment, tape recordings, documents and tangible materials, including all copies or duplicates, and any other personal property owned by, belonging to or concerning any part of Morton College's activities or concerning any part of the President's activities relating to Fields' employment with Morton College (collectively, the "Property"). The Property is acknowledged by Fields to be Morton College's Property, which is only entrusted to Fields on a temporary basis in his capacity as the President of Morton College.
8. CONFIDENTIALITY. Fields agrees not to disclose or divulge any Confidential Information to any other person or entity, except during his employment with Morton College when required due to the nature of his duties or as required by law. For purposes of this Agreement, "Confidential Information" shall include any of Morton College's business or financial information or any other confidential information that is disclosed to President or that President otherwise learns in the course of his employment. Fields' obligations here-under, with respect to Confidential Information, shall terminate only when such information ceases to constitute Confidential Information, as defined above.
9. NOTICE. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to Morton College: Morton College
Illinois Community College District No. 527
3801 S. Central Avenue

Cicero, IL 60804

With a copy to: Del Galdo Law Group
1441 South Harlem Avenue
Berwyn, IL 60402

If to Fields: Dr. Stanley Fields
7243 Madison Street #419
Forest Park, IL 60130

10. MISCELLANEOUS.

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

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

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

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

10.5 Modification. The Parties agree that the Chairman of the Board and Morton College's legal counsel may rearrange the benefit provisions of this Agreement upon Fields' suggestions, at no additional cost to Morton College. Additionally, the benefits and compensation referenced herein, including vacation, are cumulative and fungible from the Commencement Date through the Expiration Date. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or

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

- 10.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 10.7 Right to Counsel. Fields acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the President acknowledges that he had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.
- 10.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 10.9 Assignment. This Agreement is personal in character and neither Morton College nor Fields shall assign their interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

Morton College Employment Agreement

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of _____, 2020.

Executed:

Frances F. Reitz, Date
Morton College Board Chair

Dr. Stanley Fields Date
President, Morton College

Morton College President Position Description

Job Title: President of the College

**Reports to and
Evaluated by:** The Board of Trustees

As Chief Executive Officer, the President is directly responsible and accountable to the Board of Trustees. The President is the only employee and direct report to the Board of Trustees. In accordance with state statutes and policies of the Board of Trustees, the President performs or delegates all executive and administrative duties necessary for the operation of the College.

Nature of Work: Lead and coordinate an overall vision for the College's future; oversee the work of the President's direct reports as identified in the organizational chart; update and oversee the College's strategic plan; lead ongoing fundraising efforts; facilitate and maintain alumni relations; develop relationships with employers, the community and alumni; increase enrollment and student success rates; and oversee academic program expansion.

**Required Traits,
Skills, and
Qualifications:**

The College requires an energetic, approachable and dynamic leader with diplomatic management skills who has a master's degree and a minimum of five (5) years of management experience in the educational, public, or private sector. Significant experience in an educational setting is necessary for vision, planning support of the College's goals. A proven track record of public speaking and excellent interpersonal skills are both required. A pro-student approach and commitment to leading the College into an exciting future are essential. Relevant leadership experience is preferred with a demonstrated ability of success with alumni relations and fundraising, as the President will play a pivotal role in engaging alumni and fundraising. The President will need a strategic vision for an alumni program and community giving and will be expected to cultivate, solicit and steward the alumni and friends of the College.

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

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

Morton College Employment Agreement

- success in positive employer / employee relations both inside and outside a union environment;
- a record as a team player who motivates and fosters accountability;
- the ability to set and manage priorities;
- the ability to plan and implement marketing strategies for recruitment and retention of students;
- the ability to plan and implement strategies for student success;
- an understanding of innovative technology in the teaching-learning process;
- openness to new ideas and programs for continual improvement;
- success in working with business, industry, governmental and community organizations to assure support for college programs and activities;
- understanding of curriculum development;
- understanding of grant applications and funding;
- sensitivity to diverse needs of community college students;
- the ability to implement and maintain a strategic plan;
- the ability to lead a college that is committed to collective bargaining;
- an understanding of shared governance; and
- the ability to build an alumni program from the ground up, solicit gifts from alumni and non-alumni, fundraise for capital development and scholarships, and oversee all fundraising organizations associated with Morton College.

Specific Job Duties:

1. To administer and direct the affairs of the College in accordance with the provisions of the laws of the United States, the State of Illinois, the Rules of the Illinois Community College Board, other authorized regulatory agencies, and the policies of the Board of Trustees.
2. To define and interpret the purposes and goals of the comprehensive two-year college in the State of Illinois to the Board of Trustees, the public, and staff of the College.
3. To assume primary responsibility for the attainment of these goals, for the administrative action, and for establishing and maintaining channels of communication which link the components of the academic community.
4. To represent the institution to the public effectively and to be a positive spokesperson for the College.
5. To provide leadership in engaging the staff in setting directions for curricular and organizational change designed for improvement of the total educational program of the College.
6. To present to the Board of Trustees faculty views, including dissenting ones, in areas and on issues of significant concern.
7. To inform the faculty of the views of the Board of Trustees and the administration on various issues which from time to time confront the College.

Morton College Employment Agreement

8. To recommend to the Board of Trustees for its approval all candidates for full-time employment and to report to the Board of Trustees all part-time employments and full-time overload.
9. To recommend to the Board of Trustees for its approval all full-time resignations, terminations, and retirements; and to report to the Board of Trustees all part-time resignations, terminations, and retirements.
10. To ensure that each administrator and full-time member of the faculty and classified staff, be evaluated in writing on an annual basis.
11. To secure new sources of revenue and to maintain existing sources of revenue.
12. To serve as a liaison between and among students, the public, College staff, and the Board of Trustees as appropriate.

Position Unit: **Administrator**

Position Classification: **Exempt**

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Joseph Florio**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Campus Operations and Facilities ("Director of Campus Operations and Facilities" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Campus Operations and Facilities and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Director of Campus Operations and Facilities and be employed as the Director of Campus Operations and Facilities of the College.
- 1.2 **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 of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Ninety-eight thousand three hundred twenty-five dollars only. \$98,325.00 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. **TERMINATION:**

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

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

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

If to Employee: Joseph Florio
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Alison Gehrke**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean of PTA and Health Sciences ("Associate Dean of PTA and Health Sciences" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of PTA and Health Sciences and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Associate Dean of PTA and Health Sciences and be employed as the Associate Dean of PTA and Health Sciences of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of PTA and Health Sciences of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Associate Dean of PTA and Health Sciences of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred five thousand only. \$105,000 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Alison Gehrke
[REDACTED]
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Blanca Jara**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Executive Director of Institutional Advancement ("Executive Director of Institutional Advancement" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Director of Institutional Advancement and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 Position. Employee shall serve as the Executive Director of Institutional Advancement and be employed as the Executive Director of Institutional Advancement of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Director of Institutional Advancement of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Director of Institutional Advancement of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-seven thousand nine hundred seventy-five dollars only. \$87,975.00 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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 of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Blanca Jara

████████████████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Micheal Kott**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean, Learning Resource Center ("Associate Dean, Learning Resource Center" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean, Learning Resource Center and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Associate Dean, Learning Resource Center and be employed as the Associate Dean, Learning Resource Center of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean, Learning Resource Center of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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, Learning Resource Center of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2019 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Ninety-nine thousand eight hundred forty-seven dollars and sixty-seven cents. \$99,847.67 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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 of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;
- (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;

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

- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

If to 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

██████████
██████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Ronald Lullo**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Human Resources/Title IX Coordinator ("Director of Human Resources/Title IX Coordinator" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Human Resources/Title IX Coordinator and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; an

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

1. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of Human Resources/Title IX Coordinator and be employed as the Director of Human Resources/Title IX Coordinator of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Human Resources/Title IX Coordinator of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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/Title IX Coordinator of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred two thousand four hundred sixty-five dollars only. \$102,465.00 for Fiscal Year 2020 -2021 (July 1, 2019 -June 30, 2020) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Ronald Lullo
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 26th day of August, 2020.

Executed:

Stanley S. Fields Ph.D. Date
Morton College

Ronald Lullo Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Frank Marzullo**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Vice President of Administrative Services/Inspector General ("Vice President of Administrative Services/Inspector General" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Vice President of Administrative Services/Inspector General and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; an

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

1. **EMPLOYMENT:**

1.1 Position. Employee shall be employed as and serve as the Vice President of Administrative Services/Inspector General.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Vice President of Administrative Services/Inspector General of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him by the Board and the President of the College or their respective designees.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2024 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

Employee shall receive the following as his total remuneration:

- 4.1 Base Salary. Employee shall receive an annual compensation of One hundred eighty-eight six hundred ninety dollars and eighty-five cents. \$188,690.85 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 and as may be agreed upon between the Board and the President. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Employee's salary shall be based on his annual evaluations and shall be increased by the Board but shall not be less than the prior year's salary.

- 4.2 Professional Development Expenses. Employee shall receive a maximum of five hundred U.S. dollars (\$500.00) per Fiscal Year, to begin in the 2020 - 2021 Fiscal Year, 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 abovementioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education Reimbursement. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2020-2021 Academic Year. The balance of Employee's education reimbursement from his previous position shall carry over for the remainder of the current Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. Starting in the 2020-2021 Academic year, any portion of the Education Reimbursement that remains unused at the termination of the Academic Year shall be paid to the Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Retention Bonus. Employee shall receive a retention bonus if employed by the College, continuously and without interruption from the Commencement Date to January 1, 2021. Employee shall receive a second retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2021. Employee shall receive a third retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2022. All retention bonuses shall be three percent (3%) of Employee's base salary on the relevant date.
- 4.5 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.6 Insurance.
- A. 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 Employee, as listed in the schedule below for the current Fiscal Year. For Fiscal Years 2019-2020 and 2020-2021, 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.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.

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

(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.7 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 of the Fiscal Year in which the time was earned.

4.8 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of two hundred and no/100 U.S. dollars (\$200.00) 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, Morton College will not provide the Employee with any "communication devices."

- 4.9 Auto Expenses. Morton College agrees to pay as part of gross compensation, the sum of five hundred and no/100 U.S. Dollars (\$500.00) per month for transportation costs which include all necessary automobile operating expenses such as fuel, oil, insurance, and repairs for local travel. Morton College shall not reimburse for mileage for travel outside of Cook County, Illinois. However, Morton College will grant access to Morton College-owned pool vehicles for Morton College related travel outside of Cook County, Illinois.

5. 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) or shall terminate on the Expiration Date, as described above.

- 5.1 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 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his accrued salary and vacation until the Expiration Date of this Agreement. Nothing in this section shall be construed to deny or limit the Employee's rights under the Family Medical Leave Act or the Americans with Disabilities Act.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) 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

- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 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 accrued salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. 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 capacity as an Administrator of the College.

7. 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.

8. NOTICE:

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

If to 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: Frank Marzullo
 ████████████████████
 ████████████████████

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

- 9.7 Right to Counsel. Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Gabriela Mata**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Student Activities ("Director of Student Activities" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Student Activities and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Director of Student Activities and be employed as the Director of Student Activities of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Student Activities of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Fifty-eight thousand nine hundred ninety-five dollars only. \$58,995.00 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

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

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

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

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

If to Employee: Gabriela Mata

██████ ██████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Keith McLaughlin**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Provost ("Provost" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Provost and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; an

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

1. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall be employed as and serve as the Provost of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Provost of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him by the Board and the President of the College or their respective designees.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **Best Efforts.** Employee agrees that at all times 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2024 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

Employee shall receive the following as his total remuneration:

- 4.1 Base Salary. Employee shall receive an annual compensation of One hundred ninety-eight thousand four hundred two dollars and twenty-six cents. \$198,402.26 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 and as may be agreed upon between the Board and the President. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Employee's salary shall be based on his annual evaluations and shall be increased by the Board but shall not be less than the prior year's salary.

- 4.2 Professional Development Expenses. Employee shall receive a maximum of five hundred U.S. dollars (\$500.00) per Fiscal Year, to begin in the 2020 - 2021 Fiscal Year, 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 abovementioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education Reimbursement. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2020-2021 Academic Year. The balance of Employee's education reimbursement from his previous position shall carry over for the remainder of the current Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. Starting in the 2019-2020 Academic year, any portion of the Education Reimbursement that remains unused at the termination of the Academic Year shall be paid to the Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Retention Bonus. Employee shall receive a retention bonus if employed by the College, continuously and without interruption from the Commencement Date to January 1, 2021. Employee shall receive a second retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2021. Employee shall receive a third retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2022. All retention bonuses shall be three percent (3%) of Employee's base salary on the relevant date.
- 4.5 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.6 Insurance.
- A. 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 Employee, as listed in the schedule below for the current Fiscal Year. For Fiscal Years 2019-2020 and 2020-2021, 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.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.

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

(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.7 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 of the Fiscal Year in which the time was earned.

4.8 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of two hundred and no/100 U.S. dollars (\$200.00) 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, Morton College will not provide the Employee with any "communication devices."

- 4.9 Auto Expenses. Morton College agrees to pay as part of gross compensation, the sum of five hundred and no/100 U.S. Dollars (\$500.00) per month for transportation costs which include all necessary automobile operating expenses such as fuel, oil, insurance, and repairs for local travel. Morton College shall not reimburse for mileage for travel outside of Cook County, Illinois. However, Morton College will grant access to Morton College-owned pool vehicles for Morton College related travel outside of Cook County, Illinois.

5. 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) or shall terminate on the Expiration Date, as described above.

- 5.1 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 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his accrued salary and vacation until the Expiration Date of this Agreement. Nothing in this section shall be construed to deny or limit the Employee's rights under the Family Medical Leave Act or the Americans with Disabilities Act.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) 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

- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 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 accrued salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. 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 capacity as an Administrator of the College.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Keith McLaughlin
[REDACTED]
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

- 9.7 Right to Counsel. Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Claudia Mosqueda**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean of Adult and Career Technical Education ("Associate Dean of Adult and Career Technical Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of Adult and Career Technical Education and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Associate Dean of Adult and Career Technical Education and be employed as the Associate Dean of Adult and Career Technical Education of the College.
- 1.2 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 of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-three thousand three hundred thirteen dollars and sixty cents. \$83,313.60 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Claudia Mosqueda
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Courtney O'Brien**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Admissions and Records/Registrar ("Director of Admissions and Records/Registrar") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Admissions and Records/Registrar and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Director of Admissions and Records/Registrar and be employed as the Director of Admissions and Records/Registrar.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Institutional Advancement of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Institutional Advancement of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty Thousand dollars only. \$80,000 for fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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

██████████
██████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Vanessa Parrish**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Corporate Education ("Director of Corporate Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Corporate Education and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Director of Corporate Education and be employed as the Director of Corporate Education of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Corporate Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 Corporate Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-six thousand four hundred seventy-two dollars and ninety cents. \$76,472.90 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

If to 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: Vanessa Parrish

██████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Mireya Perez**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Chief Financial Officer/Treasurer ("Chief Financial Officer/Treasurer" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Chief Financial Officer/Treasurer and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator of the College; an

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

1. **EMPLOYMENT:**

1.1 Position. Employee shall be employed as and serve as the Chief Financial Officer/Treasurer of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Financial Officer/Treasurer of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him by the Board and the President of the College or their respective designees.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 Best Efforts. Employee agrees that at all times 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. **TERM:**

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2024 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that he has no expectation of renewal after the expiration of the term of this Agreement.

3. **RESTRICTIVE COVENANTS:**

To the fullest extent of Employee's knowledge, 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.

4. **REMUNERATION:**

Employee shall receive the following as his total remuneration:

- 4.1 **Base Salary.** Employee shall receive an annual compensation of One hundred thirty thousand six hundred fifteen and 97 cents. \$130,615.97 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 and as may be agreed upon between the Board and the President. The annual salary shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Employee's salary shall be based on his annual evaluations and shall be increased by the Board but shall not be less than the prior year's salary.

- 4.2 **Professional Development Expenses.** Employee shall receive a maximum of five hundred U.S. dollars (\$500.00) per Fiscal Year, to begin in the 2020 - 2021 Fiscal Year, 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 abovementioned allotment is subject to the prior written approval of the President of the College. Employee shall be reimbursed for the abovementioned-incurred expenses for which Employee submits receipts in accordance with the terms of this Agreement. The receipts shall be submitted to the Controller, and upon approval by the President, Employee shall be reimbursed for such expenses.

- 4.3 Education Reimbursement. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year ("Education Reimbursement"), starting in the 2020-2021 Academic Year. The balance of Employee's education reimbursement from his previous position shall carry over for the remainder of the current Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. Starting in the 2020-2021 Academic year, any portion of the Education Reimbursement that remains unused at the termination of the Academic Year shall be paid to the Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Retention Bonus. Employee shall receive a retention bonus if employed by the College, continuously and without interruption from the Commencement Date to January 1, 2021. Employee shall receive a second retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2021. Employee shall receive a third retention bonus if employed by the College, continuously and without interruption from the Commencement Date to July 1, 2022. All retention bonuses shall be three percent (3%) of Employee's base salary on the relevant date.
- 4.5 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.6 Insurance.
- A. 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 Employee, as listed in the schedule below for the current Fiscal Year. For Fiscal Years 2019-2020 and 2020-2021, 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.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.

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

(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.7 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 of the Fiscal Year in which the time was earned.

4.8 Communication Devices. Morton College agrees to pay Employee as part of his/her gross compensation, the sum of two hundred and no/100 U.S. dollars (\$200.00) 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, Morton College will not provide the Employee with any "communication devices."

- 4.9 Auto Expenses. Morton College agrees to pay as part of gross compensation, the sum of five hundred and no/100 U.S. Dollars (\$500.00) per month for transportation costs which include all necessary automobile operating expenses such as fuel, oil, insurance, and repairs for local travel. Morton College shall not reimburse for mileage for travel outside of Cook County, Illinois. However, Morton College will grant access to Morton College-owned pool vehicles for Morton College related travel outside of Cook County, Illinois.

5. 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) or shall terminate on the Expiration Date, as described above.

- 5.1 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 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his accrued salary and vacation until the Expiration Date of this Agreement. Nothing in this section shall be construed to deny or limit the Employee's rights under the Family Medical Leave Act or the Americans with Disabilities Act.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:
- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
 - (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
 - (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
 - (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
 - (E) 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

- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

5.4 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 accrued salary and vacation pay accrued up to the date of his death, which amount shall be payable within fourteen (14) calendar days from the date of Employee's death.

6. 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 capacity as an Administrator of the College.

7. 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.

8. NOTICE:

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

If to 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
 ████████████████████
 ████████████████████

9. MISCELLANEOUS:

- 9.1 Acknowledgement and Indemnification. Employee acknowledges that 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

- 9.7 Right to Counsel. Employee acknowledges that he was informed that he has the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Suzanna Raigoza**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Senior Accountant ("Senior Accountant" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Senior Accountant and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 Position. Employee shall serve as the Senior Accountant and be employed as the Senior Accountant of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Senior Accountant of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. **TERM:**

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. **RESTRICTIVE COVENANTS:**

To the fullest extent of Employee's knowledge, 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.

4. **REMUNERATION:**

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-four thousand six hundred twenty-three and fifty cents. \$74,623.50 for Fiscal Year 2020 - 2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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

██████████ ██████████ ██████████
██

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Liliana Raygoza**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Executive Assistant to the Associate Provost ("Executive Assistant to the Associate Provost") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Assistant to the Associate Provost and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Executive Assistant to the Associate Provost and be employed as the Executive Assistant to the Associate Provost of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant to the Associate Provost of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Assistant to the Associate Provost of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Forty-nine thousand six hundred eighty dollars only. \$49,680.00 for Fiscal Year 2020 - 2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.
- 5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by 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

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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

- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Liliana Raygoza
 [REDACTED]
 [REDACTED]

9. MISCELLANEOUS:

9.1 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.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.

- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Melissa Ridyard**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Executive Assistant to the Vice President of Administrative Services/Inspector General ("Executive Assistant to the Vice President of Administrative Services/Inspector General") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Assistant to the Vice President of Administrative Services/Inspector General and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Executive Assistant to the Vice President of Administrative Services/Inspector General and be employed as the Executive Assistant to the Vice President of Administrative Services/Inspector General of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant to the Vice President of Administrative Services/Inspector General of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Assistant to the Vice President of Administrative Services/Inspector General of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Sixty-eight thousand two hundred six dollars and fifty cents. \$68,206.50 for Fiscal Year 2020 - 2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
- (A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Melissa Ridyard

████████████████████
████████████████████

9. MISCELLANEOUS:

9.1 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.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.

- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020. (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Michael Rose**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean for Strategic Initiatives, Adult & Career Technical Education ("Associate Dean for Strategic Initiatives, Adult & Career Technical Education" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean for Strategic Initiatives, Adult & Career Technical Education and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Associate Dean for Strategic Initiatives, Adult & Career Technical Education and be employed as the Associate Dean for Strategic Initiatives, Adult & Career Technical Education of the College.
- 1.2 **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 & Career Technical Education of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 & Career Technical Education of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-five thousand dollars only. \$75,000 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.

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

(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

(6) A violation of a College rule, unless the Employee can demonstrate that:

(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

(A) Any material breach of this Agreement by the College;

(B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

(C) 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

(D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Michael Rose
[REDACTED]
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Ruben Ruiz**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Chief Information Officer ("Chief Information Officer" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Chief Information Officer and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Chief Information Officer and be employed as the Chief Information Officer of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Chief Information Officer of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred thirty-six thousand one hundred fifty-six dollars and thirty-two cents \$136,156.32 for Fiscal Year 2021 -2021 (July 1, 2021 -June 30, 2022) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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, whether HMO or PPO. If selected, Dependent Vision Insurance coverage shall be paid for in full by Employee.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Ruben Ruiz
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Maria Anderson**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Executive Assistant to the President/Clerk of the Board ("Executive Assistant to the President/Clerk of the Board") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Assistant to the President/Clerk of the Board and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

1.1 Position. Employee shall serve as the Executive Assistant to the President/Clerk of the Board and be employed as the Executive Assistant to the President/Clerk of the Board of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant to the President/Clerk of the Board of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Assistant to the President/Clerk of the Board of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-eight thousand, two hundred and eighteen dollars and twenty-three cents. \$88,218.23 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
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- A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
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Vacation leave requests must be approved by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carry-over a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 and its subparts, all paid time off accrues on the 1st of day of July, but shall be prorated if employment is terminated prior to June 30th of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;

- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Maria Anderson

██████████
████████████████████

9. MISCELLANEOUS:

9.1 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.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.

- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August, 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Mariam Samarah**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Human Resource Benefit Administrator ("Human Resource Benefit Administrator" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Human Resource Benefit Administrator and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Human Resource Benefit Administrator and be employed as the Human Resource Benefit Administrator of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Human Resource Benefit Administrator of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 Human Resource Benefit Administrator Sciences of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Sixty thousand dollars only. \$60,000 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: Mariam Samarah
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 26th day of August, 2020.

Executed:

Stanley S. Fields Ph.D. Date
Morton College

Mariam Samarah Date
Employee

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Derek Shouba**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Provost ("Associate Provost" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Provost and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Associate Provost and be employed as the Associate Provost of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Provost of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred twenty-two thousand six hundred seven dollars and fourteen cents. \$122,607.14 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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 of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;
- (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;

(6) A violation of a College rule, unless the Employee can demonstrate that:

(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

(A) Any material breach of this Agreement by the College;

(B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

(C) 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

(D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

If to 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: Derek Shouba
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 26th day of August, 2020.

Executed:

Stanley S. Fields Ph.D.
Morton College

Date

Derek Shouba
Employee

Date

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Erika Tejada**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of ACTE Grants and Compliance ("Director of ACTE Grants & Compliance" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of ACTE Grants and Compliance and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Director of ACTE Grants and Compliance and be employed as the Director of ACTE Grants and Compliance of the College.
- 1.2 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 of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-six thousand eight hundred sixty-two dollars and twenty-one cents. \$76,862.21 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

(6) A violation of a College rule, unless the Employee can demonstrate that:

(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

(A) Any material breach of this Agreement by the College;

(B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

(C) 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

(D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

If to 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: Erika Tejeda
[REDACTED]
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 26th day of August, 2020.

Executed:

Stanley S. Fields Ph.D. Date
Morton College

Erika Tejeda Date
Employee

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **John Treiber** an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Athletic Director ("Athletic Director" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Athletic Director and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

1.1 **Position.** Employee shall serve as the Athletic Director and be employed as the Athletic Director of the College.

1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Athletic Director of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Institutional Advancement of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred fifteen thousand dollars only. \$115,000.00 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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 of negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the College's interests or of Employee's duties and obligations to the College;

- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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: John Treiber

██████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Erin Strauts**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Director of Institutional Research ("Director of Institutional Research" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Director of Institutional Research and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Director of Institutional Research and be employed as the Director of Institutional Research of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Director of Institutional Research of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Director of Institutional Research of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy-nine thousand dollars only \$79,000.00 for Fiscal Year 2020 -2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
- (A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

- 4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. **TERMINATION:**

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

- 5.1 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 and reasonably acceptable to

Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Erin Strauts

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████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Ana Valdez**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Executive Assistant to the Provost ("Executive Assistant to the Provost") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Executive Assistant to the Provost and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

1.1 Position. Employee shall serve as the Executive Assistant to the Provost and be employed as the Executive Assistant to the Provost of the College.

1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Executive Assistant to the Provost of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). Further, Employee shall perform such other duties as are assigned to him/her by the Board, the President of the College or their respective designees in his/her capacity as the Executive Assistant to the Provost of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. **TERM:**

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. **RESTRICTIVE COVENANTS:**

To the fullest extent of Employee's knowledge, 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.

4. **REMUNERATION:**

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Fifty-one thousand and fifty dollars only. \$51,050.00 for Fiscal Year 2020 - 2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
- (A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, no act or failure to act on Employee's part shall be deemed "willful," unless done or omitted by 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

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

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

If to Employee: Ana Valdez
 [REDACTED]
 [REDACTED]

9. MISCELLANEOUS:

9.1 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.

9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.

- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.
- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

*MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT*

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Wendy Vega-Huezo**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Senior Associate Director of Human Resources, Training and Development ("Senior Associate Director of Human Resources" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Senior Associate Director of Human Resources, Training and Development and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. EMPLOYMENT:

- 1.1 Position. Employee shall serve as the Senior Associate Director of Human Resources, Training and Development and be employed as the Senior Associate Director of Human Resources, Training and Development of the College.
- 1.2 Duties. Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Senior Associate Director of Human Resources, Training and Development of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 Associate Director of Human Resources, Training and Development of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Eighty-one thousand six hundred twenty-nine dollars and forty-two cents. \$81,629.42 for Fiscal Year 2020 -2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

4.7 Communication Devices. Morton 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, Morton College will not provide the Employee with any "communication devices."

5. TERMINATION:

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

5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent.

In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

- (1) Conduct one or omitted by the Employee, done in bad faith, or done without the reasonable belief that Employee's action or failure to act was in the best interests of the College;
- (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;
- (6) A violation of a College rule, unless the Employee can demonstrate that:
 - (a) they did not know, and could not reasonably know, of the rule's requirement;
 - (b) the rule is not lawful or not reasonably related to the job environment and performance;
 - (c) the rule is not fairly or consistently enforced.
- (7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

- (A) Any material breach of this Agreement by the College;
- (B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;
- (C) 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
- (D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.
6. **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.
7. **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.
8. **NOTICE:** Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to 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: Wendy Vega-Huezo
[REDACTED]
[REDACTED]

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Marisol Velazquez**, an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Dean of Student Services ("Dean of Student Services" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Dean of Student Services and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Dean of Student Services and be employed as the Dean of Student Services of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Dean of Student Services of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 Student Services of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of One hundred eighteen thousand six hundred fifty dollars and thirty-three cents. \$118,650.33 for Fiscal Year 2020 - 2021 (July 1, 2020 - June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

- 4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.
- 4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.
- 4.5 Insurance.
- A. 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.
- B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.
- C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.
- D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.
- 4.6 Paid Time Off Benefits. Employee shall receive the following benefits:
(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

(6) A violation of a College rule, unless the Employee can demonstrate that:

(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

(A) Any material breach of this Agreement by the College;

(B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

(C) 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

(D) 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.

- 5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.
- 5.5 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.

6. **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.

7. **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.

8. **NOTICE:**

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

If to 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

██████████
████████████████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

MORTON COLLEGE
ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and effective as of this 26th day of August 2020 (the "Effective Date"), is by and between Morton College, Illinois Community College District No. 527 ("College"), and **Brandie Windham** an individual residing in Illinois ("Employee"), (collectively, the College and Employee may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

WITNESSETH:

WHEREAS, Employee desires to serve as Associate Dean of Arts & Sciences ("Associate Dean of Arts & Sciences" or "Administrator") of the College; and

WHEREAS, Employee possesses an intimate knowledge of the business and affairs of educational institutions and the policies, procedures, methods, students and personnel thereof; and

WHEREAS, the Board of Trustees of the College (the "Board") has determined that it is in the best interest of the College to secure the services and employment of Employee based on the terms and conditions set forth herein; and

WHEREAS, Employee desires to serve as the Associate Dean of Arts & Sciences and the Parties desire to enter into this Agreement whereby Employee will serve as said Administrator of the College; and

WHEREAS, the College hereby agrees to employ Employee as said Administrator of the College, under the terms and conditions set forth in this Agreement; and

WHEREAS, Employee hereby accepts and agrees to such employment, subject to the general supervision by and pursuant to the directions of the Board, the President of the College and/or their respective designees; and

WHEREAS, Employee shall perform the services and undertake the obligations of said Administrator of the College, which shall include the adherence of College policy and the enactment of rules and procedures necessary and required for the effective administration of the College, and Employee shall receive the rights and the authority of said Administrator 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. **EMPLOYMENT:**

- 1.1 **Position.** Employee shall serve as the Associate Dean of Arts & Sciences and be employed as the Associate Dean of Arts & Sciences of the College.
- 1.2 **Duties.** Employee shall perform the duties, undertake the responsibilities and exercise the authority customarily performed by persons employed as the Associate Dean of Arts & Sciences of an Illinois Community College as set forth in the Position Description (attached hereto) and as governed by the Board's Policies and Procedures, as well as any applicable employee manual and past practices, as the same may be updated from time to time. Additionally, Employee shall attend commencement, all the open sessions of all College Board of Trustee Meetings, and a minimum of two (2) other social, cultural, or sporting events sponsored by the College each Fiscal Year (July 1st - June 30th). 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 Arts & Sciences of the College.

Notwithstanding the forgoing, Employee's position and duties may be modified at any time, so long as the Parties agree, in good faith, that such modification would be in the best interests of The College.

- 1.3 **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 her, pursuant to the terms hereof and to the reasonable satisfaction of the Board or its designee. 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 act in the best interests of the College at all times. 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 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.

2. TERM:

The term of Employee's employment shall commence on the 1st day of July 2020 (the "Commencement Date") and shall continue until the 30th day of June 2022 (the "Expiration Date") unless earlier terminated as provided for in Section 5 of this Agreement. Employee acknowledges that s/he has no expectation of renewal after the expiration of the term of this Agreement.

3. RESTRICTIVE COVENANTS:

To the fullest extent of Employee's knowledge, 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.

4. REMUNERATION:

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

- 4.1 Base Salary. Employee shall receive an annual base salary of Seventy- seven thousand six hundred twenty-five dollars only. \$77,625.00 for Fiscal Year 2020 - 2021 (July 1, 2020 -June 30, 2021) which amount shall be prorated to the Termination Date if said Termination Date shall be earlier than June 30, 2021.

Said amounts shall be paid in equal installments according to the payroll dates in effect for other senior level administrators, with such deductions as may be required by law and as may be agreed upon between the Board and the President.

- 4.2 Expenses. Employee shall receive a maximum of five hundred and no/100 U.S. dollars (\$500.00) per Fiscal Year to be used towards Employee's professional development. The expenditure of the abovementioned allotment is subject to the prior written approval of the President of the College. This expense is not cumulative and any portion of the five hundred and no/100 U.S. dollars (\$500.00) that remains unused at the termination 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 an annual physical examination and 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.

4.3 Education and Retention Incentive. Unless otherwise approved by the President and the Board of Trustees, Employee shall be entitled to tuition reimbursement in the amount of five thousand dollars (\$5,000.00) per Academic Year. All other terms of the College's tuition reimbursement policy for Administrators shall apply to Employee. In the event the President and/or the Board requests that Employee take certain educational classes, no tuition cap applies.

4.4 Illinois State Universities Retirement System. The compensation/earnings stated in paragraph 4 and its subparts, includes, where applicable, the statutorily mandated employee contributions to the Illinois State Universities Retirement System pursuant to the Illinois Pension Code.

4.5 Insurance.

A 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 selected Employee, respectively: The Administrator shall pay the lowest available rate for the coverage that they select. Those rates will be approved by the Board of Trustees and made available to the Administrator during open enrollment.

B. Dental Insurance. The College shall offer to Employee the same Dental Insurance Program that it offers to its 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.

C. Vision Insurance. The College shall offer to Employee the same Vision Insurance Program that it offers to its 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.

D. Life Insurance. The College shall provide (and pay for) individual term life insurance coverage to Employee based on 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.

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

(A) 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 by your immediate supervisor. Vacation leave in excess of two (2) continuous weeks ordinarily will not be granted, unless otherwise approved by the Vice President, Provost, or President. Requests for vacation shall not be arbitrarily or unreasonably denied. You may carryover a maximum of twenty (20) vacation days annually. 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

(B) Five (5) days of personal leave per Fiscal Year (July 1st - June 30th); said personal days are prorated and not cumulative, however, any unused personal day(s) may be converted into accumulated sick leave days in the next Fiscal Year, if applicable; and

(C) Twenty (20) days of sick leave at full pay per Fiscal Year, which days are prorated and cumulative so long as Employee is continuously employed by the College; the sick leave guidelines contained in the Classified Staff Collective Bargaining Agreement for a twelve (12) month year shall govern, if applicable; and

(D) For the purposes of paid time off identified in Paragraph 4.6 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 of the Fiscal Year in which the time was earned.

5. TERMINATION:

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

- 5.1 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 and reasonably acceptable to Employee or his/her legal representative, is total and permanent. In the event of Employee's termination due to disability, the College shall pay to Employee his/her accrued salary and vacation up to the date of termination.

5.2 Termination by the College for Cause. Although the College anticipates a mutually rewarding employment relationship with Employee, 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:

- (A) Employee's conviction or plea of *nolo contendere* to a felony or a misdemeanor involving fraud, misappropriation, embezzlement, or moral turpitude;
- (B) Acts or omissions constituting gross negligence, recklessness or misconduct on the part of Employee with respect to Employee's obligations to the College or otherwise relating to the business of the College;
- (C) Employee's fraud or dishonesty in connection with Employee's performance of duties, which has a materially detrimental effect on the College;
- (D) Employee's inappropriate relations/interactions with students and/or employees of the College that could expose the College to liability;
- (E) 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
- (F) Employee's continued unsatisfactory performance or failure to adhere to a Performance Improvement Plan.

For purposes of this Section 5.2 and its subparts, "misconduct" includes, but is not limited to, the following:

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

(6) A violation of a College rule, unless the Employee can demonstrate that:

(a) they did not know, and could not reasonably know, of the rule's requirement;

(b) the rule is not lawful or not reasonably related to the job environment and performance;

(c) the rule is not fairly or consistently enforced.

(7) 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.

Before the Board may terminate Employee for Cause, the Board must: (a) give written notice to Employee providing him/her with reasonable detail of the conduct or event constituting Cause; and (b) provide Employee with the opportunity to be heard by the Board; and (c) give Employee fifteen (15) calendar days, following Employee's receipt of notice of said Cause, to cure the conduct or event, if subject to cure.

5.3 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:

(A) Any material breach of this Agreement by the College;

(B) Any material adverse change in the status, title, authority, reporting line, responsibilities or prerequisites of Employee;

(C) 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

(D) 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.

5.4 Termination upon Notice. Either Party may unilaterally terminate Employee's employment upon ninety (90) days' written notice to the non-terminating Party.

5.5 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.

6. 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.

7. 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.

8. NOTICE:

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

If to 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

██████████
██████████

9. MISCELLANEOUS:

- 9.1 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.
- 9.2 Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. 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.
- 9.3 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 9.4 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by Employee and the College or authorized representatives thereof.

- 9.5 Modification. The Parties agree that the Board may rearrange the benefit provisions of this Agreement upon Employee's suggestions, 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.
- 9.6 Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- 9.7 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.
- 9.8 Signing in Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 9.9 Assignment. This Agreement is personal in character and neither the College nor Employee shall assign its or his/her interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

[SIGNATURE PAGE TO FOLLOW]

From: [Melissa Ridyard](#)
To: [Board Materials](#)
Cc: [Frank E Marzullo](#); [Wendy Vega-Huezo](#); [Ronald A Lullo](#); [Ana L Valdez](#); [Maria Sanchez Anderson](#)
Subject: FOR BOARD APPROVAL - DIRECTOR OF FITNESS & NUTRITION (JOB DESCRIPTION APPROVAL)
Date: Thursday, August 20, 2020 11:56:09 AM
Attachments: [Director of Fitness and Nutrition Center.pdf](#)
[BOARD ACTION SHEET - Dir of Fitness and Nutrition.pdf](#)

PROPOSED ACTION: To hire a new employee to fulfill the duties as described in the attached position

RATIONALE: Needed to fulfill the needs of the college and community of 527

COST ANALYSIS: Compensatory with qualifications

ATTACHMENTS: Job Description

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398
708-656-8000 x.2440 (direct)
melissa.ridyard@morton.edu www.morton.edu

From: Melissa Ridyard
Sent: Wednesday, August 5, 2020 11:49 AM
To: Board Materials <board.materials@morton.edu>
Cc: Frank E Marzullo <frank.marzullo@morton.edu>; Wendy Vega-Huezo <wendy.vega-huezo@morton.edu>; Ronald A Lullo <ronald.lullo@morton.edu>
Subject: PLACE HOLDER - DIRECTOR OF FITNESS & NUTRITION (JOB DESCRIPTION APPROVAL)

PLACE HOLDER - DIRECTOR OF FITNESS & NUTRITION (JOB DESCRIPTION APPROVAL)

Thank you,

Melissa Ridyard
Executive Assistant
Operations, 224-B
Morton College
3801 S. Central Ave, Cicero, IL 60804-4398

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

PROPOSED ACTION: To hire a new employee to fulfill the duties as described in the attached position

RATIONALE: Needed to fulfill the needs of the college and community of 527

COST ANALYSIS: Compensatory with qualifications

ATTACHMENT: Job Description



Morton College Job Description

Job Title:	Director of Fitness and Nutrition Center
Range:	Administrator
Grant-Funded:	NA
Reports to and Evaluated by:	Athletic Director
Required Qualifications:	<p>The candidate will possess a bachelor's degree and a valid Illinois driver's license. Must have 2 years' experience in managing a fitness center. Demonstrated word processing, database management and data entry skills; and knowledge of intercollegiate activities and programs. Must be able to interact well with students, faculty and staff. Excellent organizational, oral, written and listening skills. The successful candidate must be able to work in a position requiring public contact, exercise sound judgment, and assist a diverse student population in a multicultural environment. Must be able to work a flexible schedule including some evening & weekend hours.</p> <p>Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.</p>
Desirable Qualifications:	Proficiency in Spanish/English, both oral and written. Good leadership, excellent verbal, analytical, organizational and planning skills and familiarity with budgets.
Job Summary:	The Director of Fitness and Nutrition Center will work in collaboration with the Athletic Director in the day-to-day communications, marketing, fundraising and development; and public relations of the athletic department. In addition, he/she will be responsible for the oversight of the Fitness and Nutrition Centers and Athletic Facilities, and operations to ensure an exceptional experience.
Essential Job Functions	<ul style="list-style-type: none">• Establish all policy and procedures for the Fitness and Nutrition Centers.• Identify, develop, and execute the athletic communications strategies to enhance the college and athletics department image, and communication and marketing goals.

- Manage and maintain the athletics department website. In collaboration with Institutional Advancement Department, write and edit various department communication materials, including postseason publications, press releases, game notes, record books and content for the department's website, digital campaigns, and social media platforms
- Support and oversee nominations and promotion of student-athletes and coaches for awards.
- Maintain historical records, statistics and photographs among other important department information.
- Ensure all branding and marketing materials for the MC Fitness and Nutrition Centers and the Athletic Facilities are aligned with the institution's brand standards. That includes the signage, deliverables and fitness and nutrition center's staff uniforms.
- Ensure that MC Fitness and Nutrition Center's staff, trainers, student aides support our Morton College mission and core values.
- Ensure high level of customer service for students and guest members.
- Ensure students and guest members have signed and agreed to the rules & regulations of the MC Fitness Center, wavier on file and scan in before usage.
- Ensure that all areas of MC Fitness and Nutrition Centers and Athletic facilities are clean, well-maintained and secure at all times.
- Maintain MC Fitness and Nutrition Centers and Athletic Facilities equipment, and coordinate any needed repairs with facilities department or outside vendors.
- Maintain records for MC Fitness and Nutrition Centers and Athletic facilities services.
- Keep inventory of promotional and resale items.
- Manage MC Fitness and Nutrition Center's budgets.
- Handle complaints and incidents, e.g. accidents, emergencies or theft. Keep Director informed of any issues/concerns.
- Ensure all staff is CPR/AED certified.
- Hold monthly or quarterly team meetings.
- Recruit, train and supervise MC Fitness and Nutrition Centers and Athletic Facilities staff, including independent personal trainers.
- Establish staff schedule.
- Establish scheduled times for MC teams, exercise programs and open gym.

- Establish MC Fitness and Nutrition Centers rules and regulations, and display them throughout FC and NC for guests and members.
- Enhance revenue/membership by planning, promoting and executing a host of fitness and nutrition activities and programs throughout the academic year. See some example below.
 - I. Fitness Challenge
 - II. Wellness Fair
 - III. Softball Tournament (MC Students vs. MC Staff)
 - IV. FC and NC apparel designed and ordered
 - V. Smoothie/Snack Bar
 - VI. **Nutritional Workshops**
- The MC Director of Fitness and Nutrition Center is expected to participate in professional development opportunities (industry trends, conferences, workshops etc.).
- Promote each home event on campus and within the Morton College community to encourage greater participation at home events.
- Assist in all athletic special events and other activities related to athletics.
- Help coordinate community service activities.
- Help oversee department fundraising activities and events.

Other Duties:

- Perform other job related duties as assigned by the Athletic Director.
- Travel, evening and weekend hours may be necessary.

Work Environment:

Work is generally performed in an office setting. You will have designated desk space to complete your daily work. Some work and supervision will be on the Athletic Fields, Athletic Facility and Fitness Center.

Physical Demands:

Must be able to lift up to 50 lbs. and help with the set up and breakdown of tables, chairs, etc. for home game events.

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** _____