



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, January 22, 2019

- I. CALL TO ORDER** January 22, 2019 at 6:30 p.m.
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LV**
Minutes of the Regular Board Meeting of December 18, 2018, No. 9
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 16236 Budget Transfers
 - 16237 Amendment to the Fiscal Year 2019 Operating Budget
 - 16238 Prevailing Wage Resolution 2018-19
 - 16239 LJ Morse – Project Approval/Vendor Limit Increase – Confirmation of Board Poll
 - 16240 Student Housing Agreement with Elmhurst College
 - 16241 Heartland Business Systems – Terms and Conditions for Purchases
 - 16242 Gottlieb Memorial Hospital Cooperative Agreement Addendum
 - 16243 Titles for Library Removal/Weeding
 - 16244 Waiver of Facilities Rental Fee for Italian American Human Relations Foundation of Chicago

B. Purchasing Schedules

C. Bills and Invoices

D. Closed Session – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation

E. Human Resources Report

Offer Position:

3.3.01 Susan Campos, Vice President of Academic Affairs

Renewal of Contract:

3.4.01 Mary-Rita Moore, President

XIV. COMMUNICATIONS – INFORMATION

A. Human Resources Information Materials

B. Informational Material

XV. ADJOURNMENT

EMPLOYMENT CONTRACT WITH SUSAN CAMPOS

THIS AGREEMENT, entered into as of the 23th day of January, 2019 by and between the Board of Trustees, Community College District N. 504, County of Cook and State of Illinois (Triton College), a body politic and corporate, hereinafter referred to as the "Board" and Susan Campos hereinafter referred to as "Susan Campos".

WITNESSETH:

Whereas, the Board desires to employ Susan Campos as Vice President of Academic Affairs and Susan Campos desires to be employed by the Board in such capacity.

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, it is agreed by and between the Board and Susan Campos as follows:

1. The term of the Agreement is from June 1, 2019 to June 30, 2020 both dates inclusive, unless sooner terminated as provided herein.
2. In full compensation for her services, the Board will, during the term of this Agreement, pay to Susan Campos for the fiscal years specified in this contract, an annual basic salary and stipend computed at the rate of:
 - A. BASIC ANNUAL SALARY: \$177,000 (One hundred seventy-seven thousand and 00/100 dollars) from June 1, 2019 through June 30, 2020 inclusive. Payable in bi-weekly installments and subject to annual review and in no instance shall there be a decrease in salary. Salary payment shall be subject to withholding and other applicable taxes.
3. The Board shall pay Susan Campos' required employee State Universities Retirement System (SURS) Contribution under such Act. Said contributions shall be deemed employer contributions pursuant to the Internal Revenue Code.

4. The Board shall provide automobile expenses not to exceed \$550 per month during the term of this Agreement.

5. The Board shall pay expenses for the leasing and usage of a cell phone at the rate of \$150.00 per month during the term of this agreement.

6. In addition to the above, Susan Campos shall be entitled to all benefits provided by the Board for other administrators employed by the Board as detailed in the Administrative Policy Manual.

7. During the term of this Agreement, Susan Campos is to serve as Vice President and will perform such other duties as may be assigned to her from time to time by the Board. Susan Campos hereby agrees to faithfully perform and discharge all duties as assigned and directed, to the satisfaction of the President of the College and the Board; and does further agree to abide by all rules, regulations and practices of the College.

8. Susan Campos will devote her entire time, attention and energies to her employment during the term of the Agreement, and will not engage in any other business activity, whether for compensation or otherwise. Notwithstanding the provisions of the preceding sentence, however, Susan Campos may engage in such extra-curricular consulting (including accreditation services) activities for compensation or not, that are reasonably related to her employment as Vice President.

9. This Agreement is for a fixed term unless notice of offer to extend or renew this Agreement is tendered by the Board of Trustees to Susan Campos.

10. This Agreement is for the personal service of Susan Campos and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. No amendment to this Agreement is effective unless it is set forth in writing, signed by both parties

and attached hereto. This Agreement is to be construed in accordance with the laws of the State of Illinois.

11. All notices required or permitted to be sent hereunder are to be in writing, and shall be considered provided when delivered in person or when the same shall be deposited in the United States Mail and sent by registered or certified mail, with return receipt requested, and proper postage affixed thereto, as follows:

A. NOTICES TO THE BOARD

Secretary
Board of Trustees of Community College
District No. 504 (Triton College)
2000 Fifth Avenue
River Grove, Illinois 60171

B. Susan Campos

[REDACTED]

The addresses set forth herein may be changed by the parties from time to time by sending written notice of such changes to the other party.

17. This Agreement and any extension hereof is subject to Board Policy as set forth in the Administrative Policy Manual. This agreement incorporates the terms and provisions of the Administrative Policy Manual in effect at the time the contract is entered into by the Parties. All subsequent amendments and revisions shall be incorporated as though fully set forth herein as they are approved by the Board and shall be effective upon approval by the Board.

All administrative contract renewals are subject to Board policy as set forth in the Administrative Policy Manual and all contract renewals shall incorporate the terms and provisions of the Administrative Policy Manual and all revisions to it that are in effect at the time of renewal. All subsequent amendments and revisions of the Administrative Policy Manual that occur during the term of any administrative contract, including those renewed, shall be effective

upon approval by the Board of Trustees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF TRUSTEES, COMMUNITY
COLLEGE DISTRICT NO. 504,
COUNTY OF COOK AND STATE OF
ILLINOIS
(TRITON COLLEGE)

Susan Campos

BY _____
CHAIRMAN

EMPLOYMENT CONTRACT WITH MARY-RITA MOORE

THIS AGREEMENT, entered into as of the 1st day of July, 2019, by and between the Board of Trustees, Community College District No. 504, County of Cook and State of Illinois (Triton College), a body politic and corporate, hereinafter referred to as the "Board" and Mary-Rita Moore hereinafter referred to as Mary-Rita Moore.

WITNESSETH:

Whereas, the Board desires to employ Mary-Rita Moore as President and Chief Executive Officer of Triton College and Mary-Rita Moore desires to be employed by the Board in such capacity.

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES, it is agreed by and between the Board and Mary-Rita Moore as follows:

1. The term of the Agreement is from July 1, 2019 to June 30, 2023, both dates inclusive unless sooner terminated as provided herein.
2. During the term of this Agreement, Mary-Rita Moore is to serve as President and Chief Executive Officer of Triton College, and will perform the duties and responsibilities of her position as set forth in the official position description, which is attached hereto and made a part of this agreement and designated as Exhibit "A" and part of the Triton College Board of Trustees' Policy Manual and hereby incorporated by reference, and will perform such other additional duties as may be assigned to him/her from time to time by the Board. Such duties shall be of a nature consistent with the duties of President of a Community College. The Board will provide Mary-Rita Moore with office space, equipment, and such administrative, educational, and clerical faculty and staff as may be required to develop and maintain a community college program within the District. Mary-Rita Moore will make such recommendations to the Board concerning programs, personnel appointments, expenditures, and faculty, staff, and student regulations which, in her best professional judgment, are necessary or desirable for the

maintenance of the College program. Final approval of the Board is required prior to the commencement of the program, the appointment of personnel, the incurring of financial obligations, adoption of regulations, and the implementation of other matters of policy. Mary-Rita Moore will make regular reports to the Board of the status of the College program and submit her recommendations for its improvement. Mary-Rita Moore will provide the Board and its members with such information as they may reasonably request from time to time.

3. The Board may adopt rules and regulations from time to time and, to the extent that such rules and regulations are not inconsistent with the provisions of this Agreement, Mary-Rita Moore will abide by them.

4. Mary-Rita Moore will devote her entire time, attention and energies to her employment during the term of this Agreement, and will not engage in any other business activity, whether for compensation or otherwise. Notwithstanding the provisions of the preceding sentence, however, Mary-Rita Moore may, subject to the giving of prior notice to the Board, on her vacation days, engage in such extra-curricular consulting (including accreditation services) activities, teaching, lecturing, public speaking and professional writing, for compensation or not, that are reasonably related to, and not inconsistent with, her employment as President, and subject to prior approval of the Board, may become a member of the Board of Directors of corporations, provided such activities or memberships shall not interfere with her responsibilities or conflict with the Board's policies or objectives.

5. During the term of the Agreement, Mary-Rita Moore shall give reasonable notice to the Chairman of the Board if she is to be absent from her duties for in excess of two (2) days.

6. In full compensation for her services, the Board will, during the term of this Agreement, pay to Mary-Rita Moore for each fiscal year specified in this contract, an annual basic salary and stipend computed at the rate of:

- A. BASIC ANNUAL SALARY: \$ 244,647 (two hundred forty-four thousand six hundred forty- seven) for fiscal year 2020 payable in bi-weekly installments and subject to annual review. Any changes to Mary-Rita Moore's basic annual salary shall be approved by the Board of Trustees prior to onset of the next fiscal year. Salary payments shall be subject to withholding and other applicable taxes.
- B. STIPEND: For calendar year 2020, the Board agrees to provide for Mary-Rita Moore, a tax sheltered annuity in the amount of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) to be placed with a firm of her choice on or before January 31 and of each year of this contract, to be provided by the Board in compliance with the Internal Revenue Code.

7. The Board shall pay Mary-Rita Moore's required employee State University Retirement System (SURS) Contribution under such Act. Said contributions shall be deemed employer contributions pursuant to the Internal Revenue Code.

8. The Board shall pay Mary-Rita Moore's Medicare contributions in the amount of 1.45% of the President's wages.

9. In addition to the above, Mary-Rita Moore shall be entitled to all benefits provided by the Board for other administrators employed by the Board as detailed in the Administrative Policy Manual, Section XII. Mary-Rita Moore shall be allowed to participate in the Triton College health insurance PPO at the level of her choice until she reaches the age of 70. The Board shall pay all costs associated with the health insurance coverage.

10. Mary-Rita Moore shall receive all retirement benefits specified in the Administrative Policy Manual in effect at the time of retirement.

11. The Board shall pay the cost of an annual professional medical examination, but not exceeding the total sum for such examination of THREE HUNDRED AND 00/100 DOLLARS (\$300.00) for each year.

12. Mary-Rita Moore shall receive life insurance for the benefit of her selected beneficiaries, consistent with all provisions of the Administrative Policy Manual and Triton College Health Insurance Plan, including double indemnity clauses; however, the amount of the insurance shall be set at a rate equal to three times (3x) the highest amount shown on her "W-2 Wage and Tax statement" itemized under "Medicare wages & tips" for the last full year of employment, but in no event shall be less than three times (3x) the compensation shown in paragraph 6.A. above.

13. The Board shall provide to Mary-Rita Moore an automobile, including a cellular telephone, or reimbursement thereof, as mutually agreed upon for business and personal use during the term of this Contract. The automobile shall not be more than three (3) years in age, and during the term of this Contract, shall be fully maintained by the Board, including but not limited to keeping the automobile in safe, usable condition, and providing for all expenses incidental to automobile usage including insurance.

14. Prior to January 31 of each year, commencing in 2020 the Board will meet with Mary-Rita Moore and evaluate her performance with reference to the duties and responsibilities of her position as set forth in the official position description which is a part of the Triton College Board of Trustees Policy Manual. At such time, the Board shall evaluate this Agreement, and may, if it deems fit, propose extending this Agreement through execution of a written amendment with Mary-Rita Moore, which shall be approved by the Board of Trustees at a public meeting.

15. This agreement may be terminated in any of the following ways:

A. By Mary-Rita Moore's delivery of written notice to the Board at least (90) days prior to the effective date specified in said notice.

B. By the Board, for just cause as follows:

- (i) Death of Mary-Rita Moore;
- (ii) Serious disability of a nature which, even with reasonable accommodation, renders Mary-Rita Moore physically or mentally incompetent to perform her obligations pursuant to this Agreement for a period in excess of three (3) months;
- (iii) Any act, omission of duty, or conduct of Mary-Rita Moore of a serious nature which brings substantial discredit or injury to the reputation of the College, the Board, or the President;
- (iv) Any willful or serious failure by Mary-Rita Moore to comply with the rules and policies established by the Board;
- (v) Any breach of the terms of the Agreement by Mary-Rita Moore, which the Board, in the exercise of prudent judgment, and for good and just cause shown, considers to be material and sufficient for termination.
- (vi) For failure to perform her duties and responsibilities at a level acceptable to the Board.

If the Board seeks to terminate Mary-Rita Moore for cause it shall first provide Mary-Rita Moore with full notice of the reasons for her termination and an opportunity to respond to those reasons at a hearing. Such hearing shall be before the Board or, if the Board so determines, before a committee of the Board. If the hearing is conducted by the committee, the committee will report the findings to

the full Board. The full Board will then accept, reject, or amend the committee's recommendation as to whether just cause exists to terminate this Agreement. If the full Board then determines to terminate this Agreement, the Board shall specify the effective date of the termination.

C. By the Board without cause: The parties acknowledge that the Board retains the sole and unlimited discretion to change the Administration at the College. If the Board chooses to terminate this Agreement without cause, it will take all reasonable steps to safeguard the professional reputation of the President. The Board's right of termination under this Subparagraph may be exercised without any obligation to provide Mary-Rita Moore with a pre-termination or post-termination hearing, and Mary-Rita Moore expressly waives any right she may possess to such a hearing.

16. In the event of termination, Mary-Rita Moore shall be entitled to compensation as follows:

A. If, pursuant to Paragraph 15A, Mary-Rita Moore elects to terminate the Agreement, she shall receive the compensation provided for in this Agreement until the effective date of the termination, as well as compensation for any accrued vacation days.

B. If, pursuant to Paragraph 15B, Mary-Rita Moore is terminated for cause, her compensation shall cease upon termination.

C. If, pursuant to Paragraph 15C, the Board terminates Mary-Rita Moore without cause, she shall be compensated as follows:

(i) Commencing with the effective date of such termination, the Board shall continue to pay Mary-Rita Moore her base salary in effect on the date of such notice, in bi-weekly installments, for one year from the date of Mary-Rita Moore's last date of employment.

- (ii) During the period of such severance payments, the Board shall continue to provide Mary-Rita Moore annuity premium payments as provided in Paragraph 6B, and Mary-Rita Moore will be included in hospitalization and insurance benefits provided to other administrators. The severance payments provided in this subparagraph are in lieu of all other claims and rights which Mary-Rita Moore has or may have under this Agreement, under existing laws, or under any Board policies, including those pertaining to administrative tenure as set forth in the Administrative Policy Manual relating to the termination of Agreements.

17. The Board may, for any reason whatsoever, determine that this Agreement will not be renewed. If the Board so determines, it shall send written notice thereof to Mary-Rita Moore at least five (5) months prior to the termination date of the Agreement, that it will not be renewed. If the Board gives such notice, then this Agreement shall terminate on June 30, 2023. In the event of the failure to provide such notification, this Agreement shall be deemed extended for ninety (90) days and it shall thereupon terminate.

18. On the effective termination date of this Agreement, Mary-Rita Moore will surrender to the Board the possession of her office and any automobile and other equipment and property owned by the Board. Mary-Rita Moore will not be entitled to office services after such termination date.

19. This Agreement is for the personal service of Mary-Rita Moore and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written. No

amendment to this Agreement is effective unless it is set forth in writing, signed by both parties and attached hereto. This Agreement is to be construed in accordance with the laws of the State of Illinois.

20. All notices required or permitted to be sent hereunder are to be in writing, and shall be considered provided when delivered in person or when the same shall be deposited in the United States Mail and sent by registered or certified mail, with return receipt requested, and proper postage affixed thereto, as follows:

A. NOTICES TO THE BOARD

Secretary
Board of Trustees of Community College
District No. 504 (Triton College)
2000 5th Avenue
River Grove, Illinois 60171

B. NOTICES TO MARY-RITA MOORE:

[REDACTED]

The addresses set forth herein may be changed by the parties from time to time by sending written notice of such changes to the other party.

21. This Agreement shall be binding upon the parties and upon their heirs, executors, administrators, and successors.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

MARY-RITA MOORE

BOARD OF TRUSTEES, COMMUNITY
COLLEGE DISTRICT NO. 504,
COUNTY OF COOK AND STATE OF
ILLINOIS (TRITON COLLEGE)

ATTEST:

BY _____
SECRETARY OF THE BOARD

BY _____
CHAIRMAN

DATE: _____