#### **EMPLOYMENT CONTRACT WITH MARY-RITA MOORE**

**THIS AGREEMENT**, entered as of the 18<sup>th</sup> day of June, 2024, 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, 2024 to June 30, 2028, 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 Office 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 the 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 the personnel, the incurring of financial obligations, adoptions 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 this improvement. Mary-Rita Moore will provide the Board and its members with such information as they may reasonably request from time to time.

- 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 extracurricular 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.

- 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: \$302,400 for fiscal year 2025 payable in biweekly 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 2025, the Board agrees to provide for Mary-Rita Moore, a tax-sheltered annuity in the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) 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.
- The Board shall pay Mary-Rita Moore's required employee State Universities Retirement System (SURS) Contribution under such Act. Said contributions shall be deemed employer contributions pursuant to the Internal Revenue Code.
- 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.
- 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 reimburse 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 2025, 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;
    - 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;

- 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 recommendations 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 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 tenures 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, 2028. 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 constructed 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 5<sup>th</sup> Avenue River Grove, Illinois 60171

## B. NOTICES TO MARY-RITA MOORE

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

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MARY-RITA MOORE

ATTEST:

BY

SECRETARY OF THE BOARD

DATE: \_\_\_\_\_6-18-24

BOARD OF TRUSTEES COMMUNITY COLLEGE DISTRICT 504 COUNTY OF COOK STATE OF ILLINOIS TRITON COLLEGE

BY

CHAIRMAN

### ADMINISTRATIVE POSITION

TITLE: President

TITLE OF SUPERVISOR: Board of Trustees

BOARD APPROVED: August 24, 1990

### I. ESSENTIAL FUNCTION OF THE POSITION

The President is the chief executive officer of the College, responsible to the Board of Trustees for the total organization, administration, and development of the College. As CEO the President is the official channel to the Board for all policy, program and budget recommendation. It is the President's responsibility to monitor the diverse needs of the district, provide creative educational leadership to meet the goals of the college as determined by the Board of Trustees, and to foster a constructive sensitivity to cultural differences within the district and the campus. The President or the President's official designee represents the College in all relationships with governmental and external regulatory agencies.

#### II. RESPONSIBILITIES AND AUTHORITIES

- A. Develop and recommend to the Board comprehensive plans for the development of the College, setting forth institutional philosophy, missions and goals, budget allocation and distribution of resources and facilities that utilize sound management principles in accordance with the needs of the district's citizens and students through the assessment of the problems and opportunities facing the institution.
- B. Execute policies, resolutions and directives as adopted by the Board of Trustees through the development and implementation of administrative procedures consistent with Board policies and applicable laws, as appropriate for the effective operation of the College.
- C. Develop and maintain an effective system of communication with the Board of Trustees keeping them fully informed regarding the College.
- D. Responsible for the orientation and professional development of the Board.
  Maintain the Board Policy Manual and provide counsel on policy applications.
  Attend all meetings of the Board of Trustees except when the President's salary is being considered or when temporary absence is required.
- E. Responsible for the selection, development and evaluation of senior administrative staff as needed to implement the missions of the college.

- F. Provide a climate that encourages the development and implementation of progressive institutional initiatives.
- G. Provide leadership and organization in the development of problem-solving approaches that integrate the entire College community.
- H. Provide leadership in the recruitment and selection of a superior staff of professional and support personnel and foster a climate which is conducive in building commitment to the institutional purpose and missions.
- I. Provide recommendations to the Board of Trustees for initial or continued employment of all employees of the College, and recommend promotions and/or terminations.
- J. Under the supervision of the Board, coordinate the President's annual evaluation process.
- K. Responsible for promoting a favorable public image of the College to internal and external constituencies and representing the College to the general public, directly and through the media, so as to communicate the goals and programs of the College.
- L. Participate in concert with other college presidents and leaders in attempts to influence local, state and federal agencies to best serve the needs of the institution and district.
- M. Assess the overall effectiveness of the institution with respect to the mission statement and objectives of the college on an annual basis.
- N. Delegate to members of the President's staff powers and duties as the President deems appropriate in the administration of the College.

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O. Perform other duties assigned or delegated by the Board of Trustees.<sup>1</sup>

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## **AGREEMENT (Probationary)**

This Probationary Employment Agreement is made and entered into this 18<sup>th</sup> day of June, 2024 in River Grove, Illinois by and between the Board of Trustees of Community College District #504, commonly known as Triton College, (hereinafter referred to as the "Board") and Yolonda Truman (hereinafter referred to as "Administrator").

WHEREAS, the Board is desirous of obtaining the services of an Associate Dean of Nursing; and

WHEREAS, it is the recommendation of the Triton College Administration that the Board offer such position to Yolonda Truman;

WHEREAS, Yolonda Truman is desirous of providing said services to the Board as an Associate Dean of Nursing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, it is agreed by the Board and Administrator follows:

1. The Board shall employ the Administrator commencing from June 17, 2024 and ending December 17, 2024.

2. The Board shall compensate Administrator bi-weekly installments, based upon an annual base salary \$96,000.

3. The Administrator has represented to the Board that she fully meets the qualifications to hold the position of Associate Dean of Nursing as prescribed by the Board and, where applicable, the statutes of the State of Illinois. It is understood by the parties that all explicit and all implicit representations made by the Administrator regarding her qualifications and credentials to hold said position have been relied upon by the Board in

the formation of this Agreement and that such representations of qualifications are a material basis for the formation of the Agreement.

4. During the term of this Agreement, the Administrator agrees to faithfully perform and discharge all services and duties as may be assigned to the Administrator and the Administrator agrees to comply with all rules, regulations and practices of the Board and Triton College in the performance of said services and duties.

5. The Administrator agrees to perform all assigned services and duties to the satisfaction of the President of the College. The Administrator acknowledges and agrees that the President of the College may reassign job responsibilities as specified in the Administrative Policy Manual, within the President's sole and exclusive discretion.

6. Initial employment under this Agreement is subject to an initial probationary period of up to one-hundred eighty (180) calendar days, commencing on June 17, 2024. Administrator shall be evaluated after the completion of sixty (60), one-hundred twenty (120) and one-hundred eighty (180) days of employment. After the completion of one-hundred eighty (180) calendar days, and contingent upon satisfactory evaluations by the President, Administrator will be recommended to the Board for permanent appointment to the position.

7. Upon written notice to the Administrator, the President may extend the probationary period for an additional sixty (60) calendar days. In the event of an extension of the probationary period, the Board shall approve an additional probationary employment agreement. Until such time as the Board approves a non-probationary employment agreement, Administrator will not be considered to have completed the initial probationary

employment period.

8. In the event that any Administrator's evaluations include an unsatisfactory rating, the President shall recommend immediate termination of employment to the Board at the next regularly scheduled meeting of the Board of Trustees. Administrator understands and agrees that employment may be terminated at any time during this probationary employment agreement.

9. This Agreement is subject to all matters set forth in the College's Administrative Policy Manual ("Manual"). The terms and provisions of the Manual, as such Manual may be amended in the Board's sole discretion from time to time, are incorporated by reference herein.

10. This Agreement is for the personal services of Administrator and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party.

11. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois. All disputes shall be governed by the Circuit Court of Cook County.

12. During this period of employment, Administrator will not engage in any consulting activities without written authorization and under the terms and conditions as set forth in the Manual.

13. All notices required or permitted to be sent hereunder shall be in writing and in the manner as set forth within. Notices shall be sent to the following addresses:

# A. Notices to the Board

Secretary Board of Trustees of Community College District 504 (Triton College) 2000 Fifth Avenue River Grove, Illinois 60171

B. Notices to Yolonda Truman

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

IN WITNESS WHEREOF, the parties executed the foregoing Agreement on the date first set out above.

Administrator

Board of Trustees of Community College District No. 504 (Triton College), County of Cook and State of Illinois

man

By:

By:

#### AGREEMENT

This Agreement is made and entered into this 18th day of June 2024 in River Grove, Illinois, by and between the Board of Trustees of Community College District #504, Triton College, (hereinafter referred to as the "Board") and Melissa Ramirez Cooper as Administrator (hereinafter referred to as "Administrator") for the position of Director of Communications. It is agreed as follows:

- 1. The Board shall employ the Administrator commencing from July 1, 2024 and ending June 30, 2025 and said Administrator shall be compensated at the annual basic salary rate of \$129,687 payable in installments.
- 2. The Administrator has represented to the Board that he/she has the ability and fully meets the qualifications to hold the position and perform the duties of the approved job description as prescribed by the Board, incorporated by reference as though specifically set forth herein and, where applicable, the statutes of the State of Illinois. It is understood by the parties that all explicit and all implicit representations made by the Administrator regarding his/her qualifications and credentials to hold said position have been relied upon by the Board in the formation of this Agreement and is a material basis for the formation of the Agreement.
- 3. During the term of this Agreement, the Administrator agrees to faithfully perform and discharge all services and duties as may be assigned the Administrator and the Administrator agrees to comply with all rules, regulations and practices of the College in the performance of said services and duties.
- 4. The Administrator agrees to perform all assigned services and duties to the satisfaction of the President of the College and the Board. The Administrator acknowledges and agrees that the Board may make reassignments of position as specified in the Administrative Policy Manual within the Board's sole and exclusive discretion.
- 5. This Agreement is subject to all matters set forth in the College's Administrative Policy Manual, and the terms and provisions of such manual in effect from time to time are incorporated by reference as though specifically set forth herein. The Board specifically reserves the right to amend the Administrative Policy Manual at any time according to its sole and exclusive discretion and all such amendments, if any, shall govern this Agreement.
- 6. This Agreement is for the personal services of Melissa Ramirez Cooper and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party.
- 7. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

Administrator

Board of Trustees of Community College District No. 504 (Triton College), County of Cook and State of Illinois

Bv:

#### AGREEMENT

This Agreement is made and entered into this 18th day of June 2024 in River Grove, Illinois, by and between the Board of Trustees of Community College District #504, Triton College, (hereinafter referred to as the "Board") and Panos Hadjimitsos as Administrator (hereinafter referred to as "Administrator") for the position of Dean of Business & Technology. It is agreed as follows:

- The Board shall employ the Administrator commencing from July 1, 2024 and ending June 30, 2025 and said Administrator shall be compensated at the annual basic salary rate of \$146,287 payable in installments.
- 2. The Administrator has represented to the Board that he/she has the ability and fully meets the qualifications to hold the position and perform the duties of the approved job description as prescribed by the Board, incorporated by reference as though specifically set forth herein and, where applicable, the statutes of the State of Illinois. It is understood by the parties that all explicit and all implicit representations made by the Administrator regarding his/her qualifications and credentials to hold said position have been relied upon by the Board in the formation of this Agreement and is a material basis for the formation of the Agreement.
- 3. During the term of this Agreement, the Administrator agrees to faithfully perform and discharge all services and duties as may be assigned the Administrator and the Administrator agrees to comply with all rules, regulations and practices of the College in the performance of said services and duties.
- 4. The Administrator agrees to perform all assigned services and duties to the satisfaction of the President of the College and the Board. The Administrator acknowledges and agrees that the Board may make reassignments of position as specified in the Administrative Policy Manual within the Board's sole and exclusive discretion.
- 5. This Agreement is subject to all matters set forth in the College's Administrative Policy Manual, and the terms and provisions of such manual in effect from time to time are incorporated by reference as though specifically set forth herein. The Board specifically reserves the right to amend the Administrative Policy Manual at any time according to its sole and exclusive discretion and all such amendments, if any, shall govern this Agreement.
- 6. This Agreement is for the personal services of Panos Hadjimitsos and may not be assigned, in whole or in part, by either party, without the prior written approval of the other party.
- 7. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

Administrator

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Board of Trustees of Community College District No. 504 (Triton College), County of Cook and State of Illinois

By:

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