



Carl Sandburg College

CARL SANDBURG COLLEGE SUPPLEMENTAL RETIREMENT PLAN

INTRODUCTION

Carl Sandburg College (the “College”) has adopted the Carl Sandburg College Supplemental Retirement Plan (the “Plan”), effective as of January 25, 2008 (the “Effective Date”), for the benefit of eligible employees of the College. This Plan is effective as of the Effective Date and shall continue in effect until **March 10, 2008**, when it shall expire and no longer be in effect.

THE PLAN IS VOLUNTARY

Participation in the Plan is strictly voluntary. The choice to participate is entirely in your hands. No one at the College is requiring you to accept or reject Plan participation. The existence of the Plan does not in any way change your relationship with the College. You are free to choose to participate or not to participate. You should understand that if you are eligible and decline to participate, you will not be treated any differently with respect to future terms and conditions of employment than any other similarly-situated employee.

IMPORTANT: By offering the Plan, the College does not intend to suggest that you are fully vested or entitled to commence your retirement benefit from the State Universities Retirement System (“SURS”). Before choosing to participate in the Plan, you should determine whether you meet the applicable SURS requirements. For more information, please visit www.surs.com.

You should also understand that the Plan does not provide any right to future employment or otherwise affect the status, terms or conditions of your employment, except that your employment relationship with the College will end on your voluntary termination date, as explained below, should you choose to participate in the Plan. No other Supplemental Retirement Program will be instituted at Carl Sandburg College until the conclusion of the Phenix Program which is scheduled for completion in 2014.

ELIGIBLE EMPLOYEE

The Plan is applicable only to an eligible employee. You are an “eligible employee” if you:

- (a) are a full-time College administrator, faculty, or support staff employee or a permanent part-time employee;
- (b) will be at least age 55 on or before June 30, 2008; and
- (c) submit to the College’s Board of Trustees the signed application form attached to this document as **Attachment I**. (The application process is explained in greater detail on the following page.)

CONDITIONS OF INELIGIBILITY

An otherwise eligible employee shall not be eligible for a supplemental retirement benefit from the Plan if the Administrator determines in his or her sole discretion that any of the following apply:

- (a) the employee ceases to be an “eligible employee” as defined above;
- (b) the employee is terminated by reason of unacceptable performance under the College’s performance evaluation process or because of a violation of one of the College’s policies;
- (c) the employee accepts any other position within the College;
- (d) the employee dies before his or her designated termination date;
- (e) the employee leaves employment with the College before his or her established termination date;
- (f) the employee is paid solely from grant-funded operating dollars as of the Effective Date; or
- (g) the Plan is terminated.

PLAN APPLICATION PROCEDURE

To apply, you must complete, sign and return to the Administrator (identified on page 3), the application form attached to this document as **Attachment I**. If you sign the application form, you are agreeing to voluntarily terminate on **June 30, 2008**. If you wish to participate in the Plan, you must submit the signed application form no earlier than **January 25, 2008** and no later than **March 10, 2008**. If you do not submit a completed application form before the close of business on **March 10, 2008**, you cannot become a participant. If you complete, sign and submit the application form, you are indicating that you irrevocably elect to voluntarily terminate

from employment with the College on **June 30, 2008** in exchange for the supplemental retirement benefit described below.

Although, by submitting an application form and becoming a participant in the Plan, you are agreeing to voluntarily terminate employment, the College may reemploy a participant as a part-time employee after sixty (60) days from the participant's termination date. If you are interested in such a position, you should contact the College on or after such date.

SUPPLEMENTAL RETIREMENT BENEFIT

If you become a participant and otherwise comply with the terms and conditions in the Plan, you shall be entitled to receive a benefit as described in this section of the Plan. If you are a full-time College administrator, faculty, or support staff employee, your benefit shall consist of a pay-out which equals one and one-half percent (1.5%) of your earnings times your full years of service with the College up to a maximum supplemental retirement benefit of fifty percent (50%) of your compensation (i.e., 25 years of service with annual salary of \$50,000 would equal 37% of \$50,000 or \$18,750).

If you are a permanent part-time employee, your benefit equals half the amount described above. Thus, your supplemental retirement benefit shall consist of a pay-out which equals three-fourths of one percent (.75%) of your earnings times your full years of service with the College up to a maximum supplemental retirement benefit of fifty percent (50%) of your compensation (i.e., 25 years of service with annual part-time earnings of \$25,000 would equal 18.75% of \$25,000 or \$4,687.50).

For purposes of the Plan, "earnings" means your basic 2007-2008 compensation plus extra compensation for summer teaching, overtime and other extra service. "Years of service" means the full years of employment you have with the College beginning on your date of full-time or permanent part-time employment through each anniversary of your date of hire as of the date you sign the application form.

GENERAL RELEASE AND COVENANT NOT TO SUE

To receive the supplemental retirement benefit above, you must also submit a signed General Release and Covenant Not to Sue (the "Release") to the Administrator no later than **March 10, 2008**. The Release is attached hereto as **Attachment II**. If you sign and submit the Release, you may revoke it within seven (7) days of the date you sign it. If you wish to revoke the Release, you must do so in writing and the Administrator must receive your request to revoke within the seven (7) day revocation period. If you revoke the Release, you shall not be eligible to receive any supplemental retirement benefit under the Plan. You are advised to contact your personal attorney at your own expense to review the Release if you so desire.

PAYMENT OF THE SUPPLEMENTAL RETIREMENT BENEFIT

The College will pay your supplemental retirement benefit in two annual installments. The College will pay the first installment no later than July 31, 2008, and the second installment no later than July 31, 2009. If you die on or after your termination date but before you are paid all of your supplemental retirement benefit, the College will pay any remaining amount to your

spouse if you are married on the date of your death, or your estate if you are unmarried on the date of your death. The College will deduct from your supplemental retirement benefit all legally required taxes and any sums you owe the College.

PLAN ADMINISTRATION

The **Director of Human Resources** will serve as the “Administrator” of the Plan. The Administrator shall have the discretionary authority to determine eligibility for the supplemental retirement benefit and to construe the terms of the Plan, including the making of factual determinations. The decisions of the Administrator shall be final and conclusive with respect to all questions concerning the administration of the Plan. The Administrator may delegate to other persons responsibilities for performing certain of the duties of the Administrator under the terms of the Plan and may seek such expert advice as the Administrator deems reasonably necessary with respect to the Plan.

In accordance with the law and attached to this document as **Attachment III**, you will find a list of those individuals who are eligible employees and those who are not eligible employees, their job titles and their ages.

AMENDMENT/TERMINATION/VESTING

No one has a vested right to a supplemental retirement benefit under the Plan. The College reserves the right, in its sole discretion, to amend or terminate the Plan at any time, retroactively or otherwise, in writing signed by the Administrator. The Plan shall otherwise terminate effective as of **March 10, 2008**.

NO ASSIGNMENT

The supplemental retirement benefit provided under the Plan shall not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien, or charge, and any attempt to cause the benefit to be so subjected shall not be recognized, except to the extent required by law.

RECOVERY OF PAYMENTS MADE BY MISTAKE

If the College mistakenly pays a supplemental retirement benefit under the Plan, the party who received the mistaken payment shall be required to return it to the College.

REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer, or director of the College has the authority to alter, vary, or modify the terms of the Plan except by means of an authorized written amendment to the Plan. No verbal or written representations contrary to the terms of the Plan shall be binding on the Plan, the Administrator, or the College.

NO EMPLOYMENT RIGHTS

The Plan confers no employment right on any person. No person shall be entitled, by virtue of the Plan, to remain in the employ of the College and nothing in the Plan restricts the right of the College to terminate the employment of any person at any time.

PLAN FUNDING

No employee shall acquire by reason of the Plan any right in or title to any assets, funds, or property of the College. Any supplemental retirement benefit which becomes payable under the Plan is an unfunded obligation of the College and shall be paid from the general assets of the College. No employee, officer, director or agent of the College personally guarantees in any manner the payment of the supplemental retirement benefits.

APPLICABLE LAW

The Plan is governed and shall be construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law provisions.

SEVERABILITY

If any provision of the Plan is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or other controlling law, the remainder of the Plan shall continue in full force and effect.

MISCELLANEOUS PROVISIONS

All College property (i.e., keys, credit cards, documents and records, printers, laptop computers, pagers, identification cards, equipment, automobile, car/mobile telephones, parking stickers, etc.) must be returned by a participant as of his or her voluntary termination date in order for such participant to receive a supplemental retirement benefit under the Plan.

**CARL SANDBURG COLLEGE
SUPPLEMENTAL RETIREMENT PLAN**

APPLICATION FORM

- I understand the terms and conditions of the Plan and that my decision to apply is voluntary.
- I understand that by offering the Plan, the College does not intend to suggest that I am fully vested or entitled to commence my retirement benefit from the State Universities Retirement System.
- I elect to voluntarily terminate employment with the College on **June 30, 2008**.
- I further acknowledge that in order to receive the supplemental retirement benefit from the Plan, I must also sign and deliver to the Administrator the General Release and Covenant Not to Sue no later than March 10, 2008. If I did not sign the General Release and Covenant Not to Sue, or if I later revoked it, I acknowledge that I will not be entitled to any benefit from the Plan.

Application Accepted and Approved:

Name (Please Print)

Administrator

Signature

Date

Social Security Number

Date

GENERAL RELEASE AND COVENANT NOT TO SUE

1. **General Release.** In exchange for my supplemental retirement benefit from the Carl Sandburg College Supplemental Retirement Plan (the “Plan”), I hereby waive and release all known and unknown claims and causes of action I have or may have, as of the day I sign this General Release and Covenant Not to Sue (the “Release”), against Carl Sandburg College, its parent, subsidiaries, predecessors, successors, affiliates, trustees, managers, directors, officers, fiduciaries, insurers, employees and agents (the “Employer”), arising out of my employment, including my separation from employment. The claims I am releasing include, but are not limited to, any and all allegations that the Employer:

- (a) has discriminated against me in violation of the Age Discrimination in Employment Act (“ADEA”), the Family and Medical Leave Act, Illinois Human Rights Act, 775 ILL. COMP. STAT. 5/1-101 *et seq.*, Illinois Wage Payment and Collection Act, as amended, 820 ILL. COMP. STAT. 115/1 *et seq.*, Illinois Equal Pay Act, as amended, 820 ILL. COMP. STAT. 112/1 *et seq.*, Equal Wage Act, 775 ILL. COMP. STAT. 110/1 *et seq.*, Wages for Women and Minors Act, 775 ILL. COMP. STAT. 125/1 *et seq.*, WARN Act, 820 ILL. COMP. STAT. 65/1 *et seq.*, Illinois Religious Freedom Restoration Act, as amended, 775 ILL. COMP. STAT. 35/1 *et seq.*, Minimum Wage Law, 820 ILL. COMP. STAT. 105/1 *et seq.*, Whistleblower Act, 740 ILL. COMP. STAT. 174/1 *et seq.* or on the basis of race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, veteran status, source of income, entitlement to benefits, union activities, or any other status protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders; or
- (b) has violated its personnel policies, procedures, handbooks, any covenant of good faith and fair dealing, or any express or implied contract of any kind; or
- (c) has violated public policy, statutory or common law, including claims for: personal injury; invasion of privacy; retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or promissory estoppel; or
- (d) is in any way obligated for any reason to pay me damages, expenses, litigation costs (including attorneys’ fees), backpay, frontpay, disability or other benefits (other than any accrued employee benefits), compensatory damages, punitive damages, and/or interest.

2. **Exclusions From General Release.** Excluded from this Release are any claims or rights which cannot be waived by law, including my right to accrued vacation. Also excluded from the Release is my right to file a charge with an administrative agency or participate in any

agency investigation. I am, however, waiving my right to recover money in connection with such a charge or investigation. I am also waiving my right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.

3. Covenant Not To Sue. A “covenant not to sue” is a legal term which means I promise not to file a lawsuit in court. It is different from the release of claims included in Section 1 above. Besides waiving and releasing the claims covered by Section 1 above, I further agree never to sue the Employer in any forum for any reason, including, but not limited to, claims, laws or theories covered by the general release language in Section 1 above. Notwithstanding this covenant not to sue, I may bring a claim against the Employer to enforce this Release or to challenge the validity of this Release under the ADEA. If I sue the Employer in violation of this Section 3, I shall be liable to the Employer for its reasonable attorneys’ fees and other litigation costs incurred in defending against such a suit. Alternatively, if I sue the Employer in violation of this Section 3, the Employer can require me to return all but \$100.00 of the supplemental retirement benefit paid to me pursuant to the Plan. In that event, the Employer shall be excused from making any further payments otherwise owed to me under the terms of the Plan. (As indicated above, it would not violate any part of this Release to sue the Employer to enforce this Release, or to challenge the validity of this Release under the ADEA.)

4. Employee Acknowledgments. I also agree that I have been paid for all hours worked and have not suffered any on-the-job injury for which I have not already filed a claim.

5. No Future Employment. I promise not to seek or accept future employment with the Employer in any position or capacity; provided, however, I may seek and accept a part-time position no earlier than sixty (60) days after my voluntary termination date.

6. Non-Admissions. The fact and terms of this Release are not an admission by the Employer of liability or other wrongdoing under any law.

7. Additional Employee Acknowledgments. I also agree that:

- (a) I am executing this Release knowingly and voluntarily;
- (b) I have been advised pursuant to this Release to consult with an attorney before signing it;
- (c) I understand I may take up to 45 days to consider this Release before signing it;
- (d) I am not otherwise entitled to the supplemental retirement benefit described in the Plan; and
- (e) this Release is the entire agreement between me and the Employer regarding the termination of my employment with the Employer.

8. Revocation/Payment. After I sign this Release, I will have 7 days to revoke it. If I want to revoke the Release, I should deliver a written revocation to the **Director of Human**

Resources within 7 days after I signed it. If I do not revoke this Release, I will receive the supplemental retirement benefit described in the Plan.

9. Severability. If any part of this Release is found to be invalid, the rest of the Release will remain enforceable.

[EMPLOYEE]

DATE: _____

**CARL SANDBURG COLLEGE
SUPPLEMENTAL RETIREMENT PLAN**

**LIST BY JOB TITLE AND AGE THOSE EMPLOYEES
ELIGIBLE AND THOSE INELIGIBLE
UNDER THE PLAN**

(The job title and age of those eligible are bolded.)

Job Title	Age	Job Title	Age
Custodian Bushnell - 1/2	69	Security Guard,2nd,3rd	59
College Ambassador - 1/2	69	Custodian//60-40,2nd,3rd	59
Faculty-Developmental Reading	67	Coordinator, CIS and SEC	59
Outreach Worker	66	Admin Ass't Dean Allied Hea	59
Assoc Dean Math & Science	65	Exe Ass't, VP Admin Serv	59
Faculty, English/Philosophy	64	Teledata Networking Spec.	59
Office Ass't ALC 1/2	63	Director Business Services	58
Faculty, Math/Phy/R/M	63	Records/Registration Spec	58
Dispatcher PM, 2nd, 3rd	63	Assoc Dean Soc & Beh Sci	58
Faculty, BLC Drft & SurvR/M	63	Adm. Ass't CFO/Dir.HR	58
Market'g Ass't Bush/Cart 1/2	62	Office Assistant RSVP	58
Faculty, Eng/Speech	62	Custodial Supervisor	58
Director of Nursing	62	Faculty, Carthage English	58
Assistant Registrar	61	Dean Corp & Comm Serv	58
Faculty, Sociology	61	Dir RSVP Program	58
Faculty, ED & PSY	61	Accounts Payable Clerk	58
Office Ass't Child Dev	61	Coor Audiovisual/Elect Lrn	58
Faculty-ABE/ASE	61	Coor Child Development	58
Faculty, English/Speech	61	Counselor	58
Faculty, PN/Carthage,R/M	61	Rural Area ADE/Litr Coor	58
Learning Resources Ass't	61	Dean Adult & Dev Ed	58
Adm. Ass't. CME/Com. Ed.	61	Faculty, ADN Instructor,R/M	58
Dean LRC/Evening Admin	61	Admin Ass't Adult and Dev Ed	57
Office Ass't Counselors	61	Custodian//II,2nd	57
Dean, Student Support Services	60	LRC Circulation Clerk	56
Ass't Coor/Ev Care Child Sch	60	Coor Academic Sup Serv	56
Grounds Supervisor	60	Custodian//60-40,2nd,3rd	56
Faculty, Admin Offc Occ	60	Staff Services Technician	56
Office Assistant Cabi/Etc	59	Publications Specialist	56
Faculty, English/Speech	59	Office Ass't Hum/Soc Sci	56

Effective as of: 1/25/2008

Termination date: 6/30/2008

CARL SANDBURG COLLEGE
 SUPPLEMENTAL RETIREMENT PLAN

**LIST BY JOB TITLE AND AGE THOSE EMPLOYEES
 ELIGIBLE AND THOSE INELIGIBLE
 UNDER THE PLAN**

(The job title and age of those eligible are bolded.)

Job Title	Age
Communications Specialist	56
Coor LRC Instr Serv	56
Basic Skills Specialist	56
President	56
Faculty, PE/Health	56
Weekend Security/Cust.,3rd	56
Sr Ex Ass't Pres/BD Trustee	56
Retention Specialist	55
Faculty, PN Instructor,R/M	55
Faculty, Dental Hygiene	55
Security Supervisor	55
Upward Bound Counselor	55
Faculty, EDUC PSY/Child Develo	55
Adm. Ass't. Dean Ex. Sv.	55
Admin Ass't Dean Occ Prog	55
Custodian/I/60-40,2nd,3rd	55
Faculty, Bio/R/M,80/20	55
Custodian/I/60-40,2nd,3rd	55
Admin Ass't Dir Mkt/Pub Inf	55
Data Information Manager	55

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Job Title	Age	Job Title	Age
Literacy Project Supervisor	54	VP Academic Services	50
Weekend Security/Cust.,3rd	54	Building Maintenance/II	49
Financial Aid Specialist	54	Coor Employment Resources	49
Coor Maintenance Serv	54	Admin Ass't Admissions	49
Coordinator of Student Life	53	Grounds Assistant	49
Grant Wtr/Research Ass't1/2	53	Coordinator, CIS, Inst. Dsg	49
Industrial Lab Supervisor	53	Assoc Dean Hum & Perf Arts	49
Ex Ass't VP Student Serv	53	CME Tool Room Attendant	49
Children's School Teacher-4	53	Admin Ass't, Dir Bus Serv	48
Faculty, BU,AD,BU.LA,ECON	53	Foundation Assistant	48
Coord EMT/Paramedic Program	52	Coordinator, CIS	48
Coordinator of Dental Hygiene	52	Children's School Teacher-3	48
Faculty, Cosmo/Carthage,R/M	52	A.L.C. Coor	48
Coor Auto Tech/Auto Body	52	Faculty, Dental Hygiene	48
Faculty, Auto Body/R/M	52	Faculty, Clin Coor Rad Tech	48
Grounds Assistant	52	VP Student Services	48
Faculty, ADN Instructor,R/M	52	Dean of Extension Services	48
Building Maintenance/III	52	Faculty, Bio/R/M,80/20	48
Admin Comput./IT Spec.	52	Stu Info Serv Specialist	48
Director of Human Resources	52	Intake Advisor	48
Building Maintenance/III	51	Faculty, ED & PSY	47
Coordinator, Art	51	Grant/Accounting Technician	47
Dispatcher	51	Faculty, Welding,R/M	47
Faculty, ADN Instructor,R/M	51	Dean Occupational Programs	47
Admin Ass't Trio UB 3/4	51	Custodian/I/60-40,2nd,3rd	47
Office Ass't Athl/Fit 1/2	50	Custodian/1/95-5	47
Faculty, ED & PSY	50	Coor Assessment Center	47
Coor Diagnostic Med Sonog	50	Faculty, Limited Radiology	47
Ex Ass't VP Academic Serv	50	Custodian/1/95-5	47
Coor Environmental Serv	50	Weekend Security/Cust.,3rd	47
Admin Computing Prog/Analys	50	Suprv Lit.-Bush - 1/2	47

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Job Title	Age	Job Title	Age
Child School Teacher-1	46	Chld School Teacher 1/2	41
Business Office Clerk	46	Risk Man/Acct Tech	41
Counselor	46	VP, Admin Services	41
Faculty, ADN Instructor,R/M	46	Eve Off Asst/Lrc -Bush 1/2=	40
Student Services Generalist	46	Faculty, ADN Instructor,R/M	40
Custodian/1/85-15	46	Coord. Adm. Computing	40
Faculty, Biology,R/M,90/10	46	Coor Bus & Comp Tech Labs	40
CFO/Treasurer	45	Weekend Security/Cust.,3rd	40
Building Maintenance/III	45	Faculty-Developmental Math	40
Director of Financial Aid	45	Faculty, Theater	39
Counselor/Coor IL Virtual Camp	45	Payroll Specialist - 1/2	39
Personnel Assistant	45	Mgr. Help Desk Serv.	39
Student Accounts Specialist	45	Faculty, Criminal Justice	38
Science Lab Tech 1/2	45	Faculty, Math	38
Faculty, Ind Electricit,R/M	44	ALC Records Clerk	38
Security Guard, 1st Shift	43	Child School Teacher-1	37
Bus & Comm Ed Coor	43	Director, TRIO SSS	37
Child School Teacher-1	43	Literacy Aide-Carth - 1/2	36
Office Assistant - ALH/MNS	43	Faculty, Dental Hygiene	36
Admin Ass't Ext Ctr	42	Coor Comp/Infrastruct Serv.	36
Coor Cosmetology	42	Cord. Academic Comp. Serv.	36
Coor Mort Sci Prog	42	Faculty, Admin Ofc Occ/Lab	36
Dir Marketing/Public Info	42	Admin Ass't Dean LRC	35
Benefits Manger	42	LRC Tech Ass't Branch Campus	35
Director CSC Foundation	42	Annex Office Manager	35
Financial Aid Assistant	42	Teacher's Aide/BTC Lab	35
Faculty, PN Instructor,R/M	42	Child School Teacher-1	35
Dean of Allied Health	41	Admin Ass't Trio SSS	34
Assistant Athletic Director	41	Weekend Security/Cust.,3rd	34
Custodian/I/60-40,2nd,3rd	41	Director of Recruitment	34
Coordinator of Music Program	41	Office Ass't Physical Plant	34

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Job Title	Age
Coor of The Extension Ctr	34
Faculty, Mort Science	34
Chld School Teacher 1/2	33
Occupational Recruiter	32
Custodian/I/60-40,2nd,3rd	32
TRIO SSS Ac Adv/Ret Coor	32
Faculty, Chem/R/M	32
Director TRIO Upward Bound	31
Admin Ass't Branch Campus	31
Ass't Coor Childrens School	30
Child School Teacher-1	30
Security Guard,2nd,3rd	29
Literacy Aide-Carth - 1/2	29
Supr Fitness Ctr/Wellness	28
Coor Accounting Services	28
Children's School Teacher-2	27
Faculty, ACCT/BU AD BU ECON	26
Ass't Fit Ctr Sup 1/2	26
Enrollment Services Specialist	25
Staff Services Tech/PM	25
Child School Teacher-1	25
Security Guard/Delivery 1/2	24
Family Lit. Aide - Bush. 1/2	20
College Ambassador - 1/2	20

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