



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO. 527 COOK COUNTY, ILLINOIS Agenda for the Regular Meeting Wednesday, November 18, 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, November 18, 2020, in the form of a teleconference call, 3801 S. Central Avenue, Cicero, IL 60804.

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 November 18, 2020, Regular Meeting will be held electronically via telephone conference. 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 Passcode: 6273476

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments

Persons attending the teleconference meeting are expected to follow the guidelines outlined in Board Policy 1.6.7, Conduct of Meeting. 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.

5. Recognition

- 5.1. All-conference recognition, men's and women's cross country.

6. Reports

- 6.1. ICCTA - ACCT
 - 6.2. Student Member, Andy Avalos

7. President's Report

- 7.1. Strategic Plan
 - 7.2. Strategic Enrollment Plan
 - 7.3. Institutional Advancement
 - 7.4. Capital Improvements

7.5. Higher Learning Commission (HLC)

7.6. Finance Review

8. Consent Agenda

8.1. Approval of the Consent Agenda-Items may be removed from the consent agenda at 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 the consent agenda or placed later on the agenda at the discretion of the Board.

8.2. Approval of the Minutes of the Regular Board Meeting held on October 28, 2020.

8.3. Approval and Ratification of Accounts Payable and Payroll for the amount October 2020 in the amount of \$3,834,352.00 and a Budget Transfer in the amount of \$634,656.00, as submitted.

8.4. Approval of the Monthly Budget Report for the fiscal year to date ending October 2020 be received and approved as submitted.

8.5. Approval of the Treasurer's Report for October 2020 to be received and filed for audit, as submitted.

8.6. Approval of the estimated 2020 Tax Levy of \$10,156,640.00, which represents a 2.68% or a \$265,200.00 increase from the \$9,891,440.00 Cook County extended 2019 Levy.

8.7. Approval of the resolution adopting a Master Educational Affiliation Agreement between Morton Community College District 527 and OSF Healthcare System and Multi-Specialty Group, Ottawa Regional Hospital and Healthcare Center, and Mendota Community Hospital.

8.8. Approval of a resolution adopting an affiliation agreement between Morton Community College District 527 and Hinsdale South High School District 86.

8.9. Approval of the resolution adopting an affiliation agreement between Morton Community College District 527 and Pershing Gardens Healthcare Center.

8.10. Approval of the resolution approving and adopting a Master Educational Affiliation Agreement between Morton Community College District 527 and Concord Therapy, LLC.

8.11. Approval of the purchase of Keith RN All-Inclusive Nurse Educator Membership, for the use of the case studies and clinical reasoning for our Nursing Faculty remote teaching.

8.12. Approval of the Nursing National League for Nursing, NLN, 2021 membership in the amount of \$1500.00, as submitted.

8.13. Approval of the purchase of Kaplan I-Human software for the students in the Nursing Program, in the total amount of \$77,650.00, as submitted. To offset the cost, the funds will come from Nurse 107-108 student's fees, \$31,150.00, and CARES funds, \$46,500.00.

8.14. Approval of a Memorandum of Understanding with Morton College Faculty for instructional delivery during the Spring 2021 semester due to the COVID-19 Pandemic.

8.15. Approval of the revised Board Policy 2.3, Duties of the President of the College, as presented at the October 28, 2020 Board meeting.

8.16. Approval of the renewal agreement with Northern Training and Review, LLC, to provide powered industrial truck and aerial lift operator training for one calendar year, 55% of the collected tuition and fees will be collected by Northern Training and Review, LLC and the remaining 45% will be retained by Morton College.

8.17. Approval of agreement with 3OE Higher Education Solutions, an Independent Contractor, to assist and support the second year activities associated with implementation, tracking, and reporting of the Department of Education five-year Title III Grant, and to serve as an Independent Evaluator of the grant, in compliance with grant requirements, in the amount not to exceed \$30,331.00, effective December 15, 2020, to June 30, 2021, as submitted.

8.18. Approval of the polishing of STEM Center hallway floor and adjacent rooms, in the amount of \$30,972.00 to the lowest quote received from Lo Destro Construction Company.

8.19. Approval of the disposition of obsolete and worn-out equipment for an on-campus sale on November 30th, 2020, as submitted.

8.20. Approval of the Interim Addendum of Student Code of Conduct.

8.21. Approval of the Commodity Master Agreement by and between Direct Energy Business Marketing LLC, d/b/a Direct Energy Business, and Morton College providing for a gas transaction, contingent on finalization and agreement of terms and subject to approval by an attorney for the College.

8.22. Approval of the Electricity Supply Agreement by and between Freepoint Energy Solutions and Morton College providing for an electricity supply broker, contingent on finalization and agreement of terms and subject to approval by an attorney for the College.

8.23. Approval of the change order for the theater stage rigging remediation, additional polished concrete and floor patching, power for AV rack in sound room, and repair of fire alarm devices by Lo Destro Construction Company, in the amount of \$32,419.80, as submitted.

8.24. Approval of the gymnasium bleacher proposal by Carroll Seating, Inc. to add bleachers on the north and south ends of the gym, in the amount of \$50,360.00, as submitted.

8.25. Approval of the Addendum to the Faculty Differential Pay Report for Fall 2020 semester, in the amount of \$33,278.79, as submitted, pending additional class cancellations and/or additions.

8.26. Approval of Part-Time Employment

8.26.1. Myrlande Pierre-Louis, Adjunct Faculty for the Nursing Department, effective October 31, 2020.

8.26.2. Marilyn Brink, Adjunct Faculty for Early Childhood Education Department, effective January 19, 2021.

8.26.3. Jocelyn Galvan, Student Aide, OAR Department, effective November 23, 2020.

8.26.4. Alara Mosley, Student Aide, Fitness Center, effective November 23, 2020.

8.27. Approval of New Job Description

8.27.1. Student Aide, Dean of Students Office

8.28. Approval of Revised Job Description

8.28.1. Switchboard Operator

8.29. Approval of Resignations

8.29.1. Demetras Karas, Part-Time Tutor, effective September 17, 2020.

8.29.2. John Twomey, Part-Time Tutor, effective October 22, 2020.

8.29.3. John Twomey, Adjunct Faculty Music, effective November 2, 2020

9. Adjournment

Student Report to the Board

November 2020

<u>Date</u>	<u>Event</u>	<u>Organization</u>
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November 4th	From Street Child to Ph.D	SAO
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From Street Child to Ph.D. featured Dr. Jose Luis Zelaya in a celebration of first-generation students. Dr. Zelaya shared meaningful life experiences that shaped his character. He vehemently vouches for higher education as hope for our families and power to our communities.

November 6th	SungBeats / The Better Life	SAO
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The SAO hosted an interactive beatboxing event with eight surrounding colleges. SungBeats created mixes by involving our participant's unique sounds and beats. The Better Life was hosted in collaboration with Northeastern Illinois University to highlight Morton College alumna Mara Galeno and her play that took part in the NEIU's Digital Festival for Social Justice.

November 13th	SGA Office Hours	SGA
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SGA will be hosting office hours in room 107C from 11:30 AM-3:30 PM on Mondays starting November 23 to allow more time for our students to reach out to us. Be on the lookout for time changes. Spread the word -- this is one part of our initiative to reach out to as many students as possible.

November 18th	Phi Theta Kappa Orientation	PTK
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MC's Phi Theta Kappa Chapter is hosting a virtual orientation session at 1:30pm. Students will join us to learn about scholarship opportunities, professional development, volunteering, and much more!

November 21st	Holiday Food Drive-Up	SAO, PTK, NSLS, SGA, MCPP
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With our biggest volunteer collaboration between the SAO, PTK, NSLS, SGA and the Morton College Panther Pantry; we will help box and hand out food boxes to community members during the drive-up. This event is open to all and we will begin to welcome community members starting at 11 AM.

Submitted By: Andy Avalos



Board Meeting November 18, 2020 11:00 a.m.



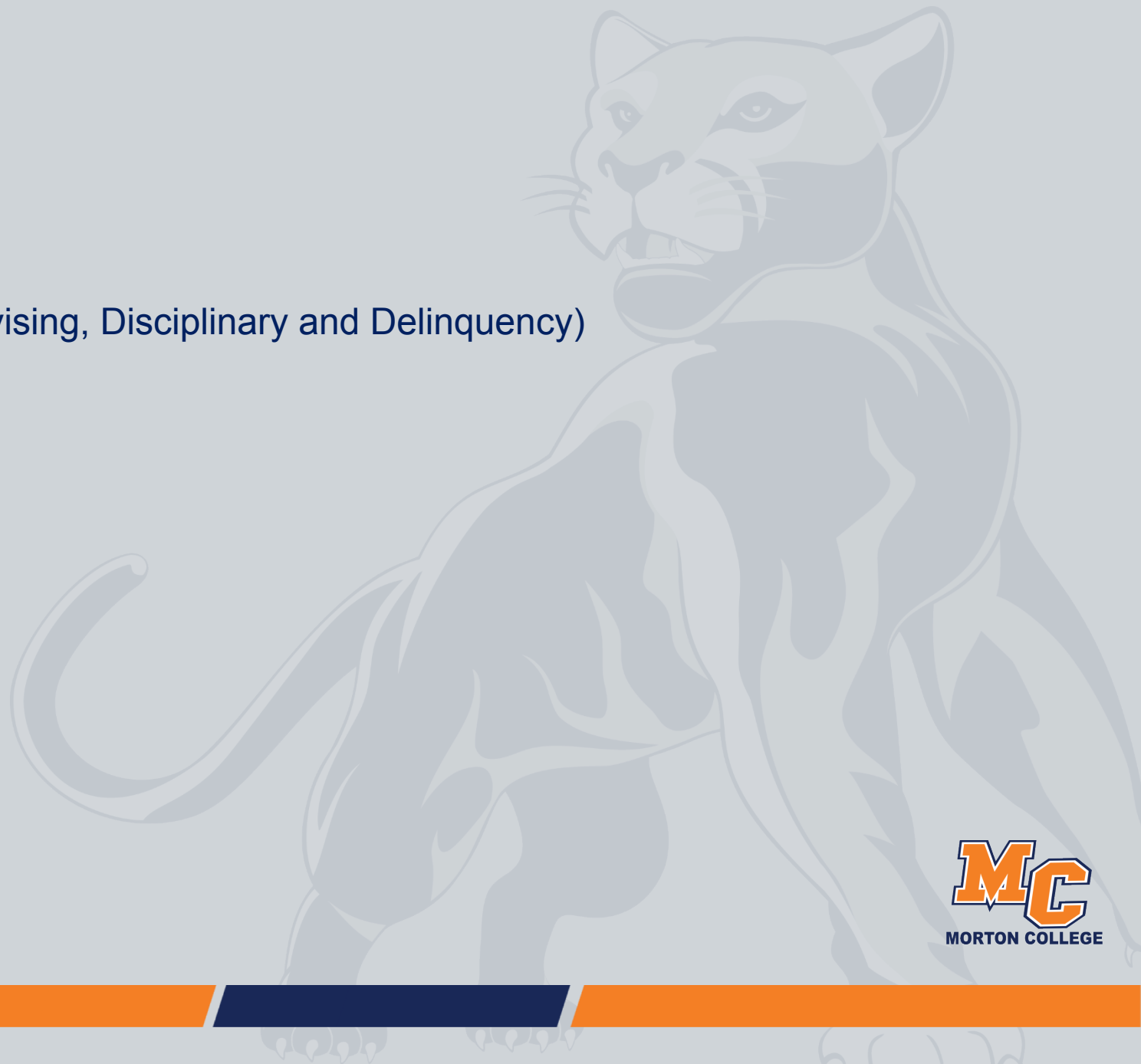


Registration Spring 2021



Outreach

- Call, Text, Email Campaign
- Students with Holds (residency, library, Advising, Disciplinary and Delinquency)
- FAFSA
- University Campaign
- Completion Campaign
- Transcripts receive but no enrollment
- Reach out to new admits (weekly)
- Post Cards (bilingual)
- Flyers, Social Media, College website



Events/Incentives/Goals




- Let Morton College Bring the Dish
- Give the Gift of Education
- Weekly Raffles as a Facebook Live Event (Jewel, Local Bakeries, Boston Market, Walmart and Target)
- Parent's Day, Career Fairs, High School Visits, Financial Aid Literacy Events,
- Registration Express Event, November 10th
- Promote Registration (update emails, zoom backgrounds, faculty remind students, flyers across the college)
- Extended Registration Dates (weeks of January 4th, January 11th, Open Saturdays January 9th and January 16th)

Let Morton College
bring the dish!

Enroll in classes and enter a raffle for a chance to win a gift card!

Winners will be announced through Facebook Live at 12 PM on:
November 9th, 16th, 23rd, 30th
December 7th & 18th



   Follow us & stay connected!

Questions? Contact Academic Advising at 708-656-8000, Ext. 2250



Express Enrollment

Give the gift of Education!

November 10th
9:30 AM to 6:00 PM



Everything you need to start
classes next spring!




- Submit an application for the Fall 2020
- Register for Fall classes
- Speak with an academic advisor
- Ask questions about financial aid
- Set up a payment plan to pay off a balance
- Schedule your placement test (if needed)

Let Morton College
bring the dish!

Enroll by X and enter a raffle for a chance to
win a giftcard! Winners will be announced on X
through Facebook Live!



MORTON COLLEGE

   Follow us & stay connected!

Questions? Contact Academic Advising at 708-656-8000, Ext. 2250

Morton.edu



2021 SPRING REGISTRATION

November 2, 2020

**Students with 30 credit hours or more
and have a GPA of 2.0
& Student Veterans**

November 9, 2020

**Open registration for
all new and current students**

Classes Available On-Campus, Hybrid,
On-A-Schedule Online, & Anytime Online

FOR MORE INFORMATION:

Visit call the Academic Advising Department at
(708) 656-8000 ext. 2250
or email advising@morton.edu



MORTON COLLEGE



MORTON COLLEGE



MORTON COLLEGE



Institutional Advancement



Social Media Marketing

Hootsuite

Sep 01 - Nov 15, 2020

Social Networks



@StanFieldsMC



@mortoncollege




Morton College



mortoncollegepanthers





The poster features a large orange and blue geometric logo on the left, a hand holding a smartphone displaying a donation confirmation on the right, and a vertical orange banner on the far right with the college's name. The central text is in a mix of blue, orange, and black fonts.

#GIVING TUESDAY
Challenge
November 1-30, 2020

We **challenge** you to **donate \$20.20** to help us reach our \$10,000 goal from November 1-30, 2020.

All the proceeds will support new and current student clubs and organizations. Make an impact and donate today! For more information: Visit [Morton.edu](https://morton.edu) or email Sally.delgado@morton.edu, 708.656.8000, Ext. 2325.

DONATE ONLINE TODAY AT <https://bit.ly/MC2020Challenge>

MORTON
MC
COLLEGE

PHI THETA KAPPA
HONOR SOCIETY
MORTON COLLEGE

**ORIENTATION
FALL 2020**

November 18th @ 1:30pm
Meeting ID: 947 2346 1728
Passcode: MCPTK

The American Association of Community Colleges (AACC) recognized Phi Theta Kappa as the official honor society for two-year colleges in 1929. Join us to learn about scholarships opportunities, professional development, volunteering, and much more!

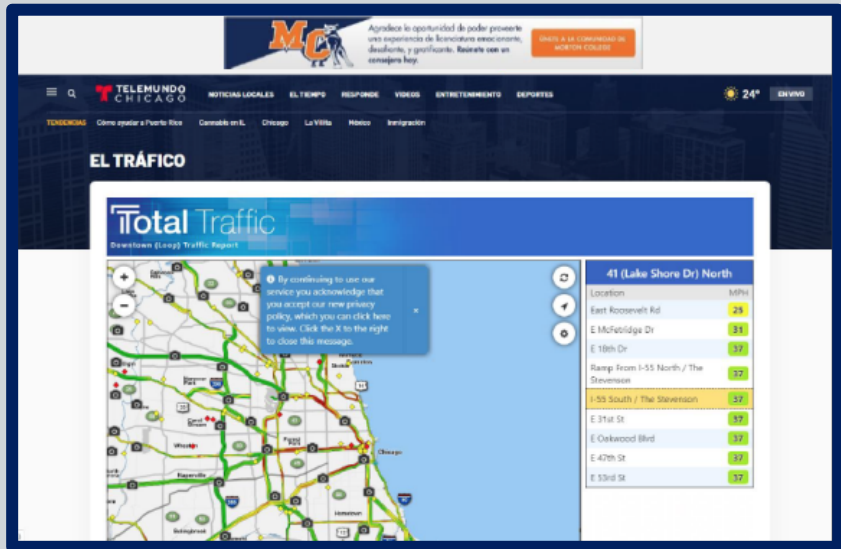
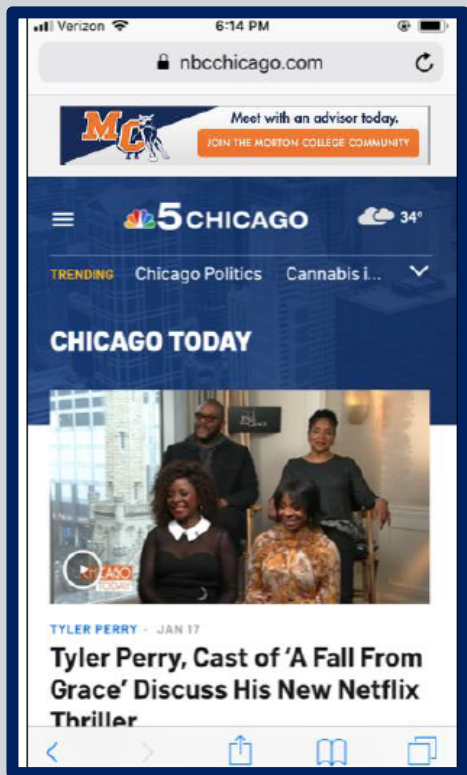
Marketing

Billboards



Marketing

Telemundo/NBC5/Comcast



Marketing

Carvertise



CommUNITY Committee



Upcoming Events



#GIVING TUESDAY
Challenge

MORTON **MC** COLLEGE

We challenge you to donate \$20.20 to help us reach our \$10,000 goal from November 1-30, 2020. All the proceeds will support new and current student clubs and organizations. Make an impact and donate today! For more information: Visit [Morton.edu](https://morton.edu) or email Sally.delgado@morton.edu, 708.656.8000, Ext. 2325. Donate online today at <https://bit.ly/MC2020Challenge>.



COMMUNITY
Holiday Meal
DRIVE-UP

SATURDAY, NOVEMBER 21
MORTON COLLEGE
J. VAIS GYMNASIUM
3801 S CENTRAL AVE
CICERO, IL
11:00 AM to 1:00 PM*
**or until supplies last*

Just in time for the holidays! Drive-up to Morton College to take home a box with all that you'll need to prepare your holiday meal. Box includes your choice of turkey, chicken, or ham, and fresh potatoes, canned mixed fruit, applesauce, corn, green beans, sweet potatoes, and stuffing mix.

QUESTIONS?
Contact pantry@morton.edu





Voted 2020 One of the Best
COLLEGES/ UNIVERSITIES- Cook
County

Morton College

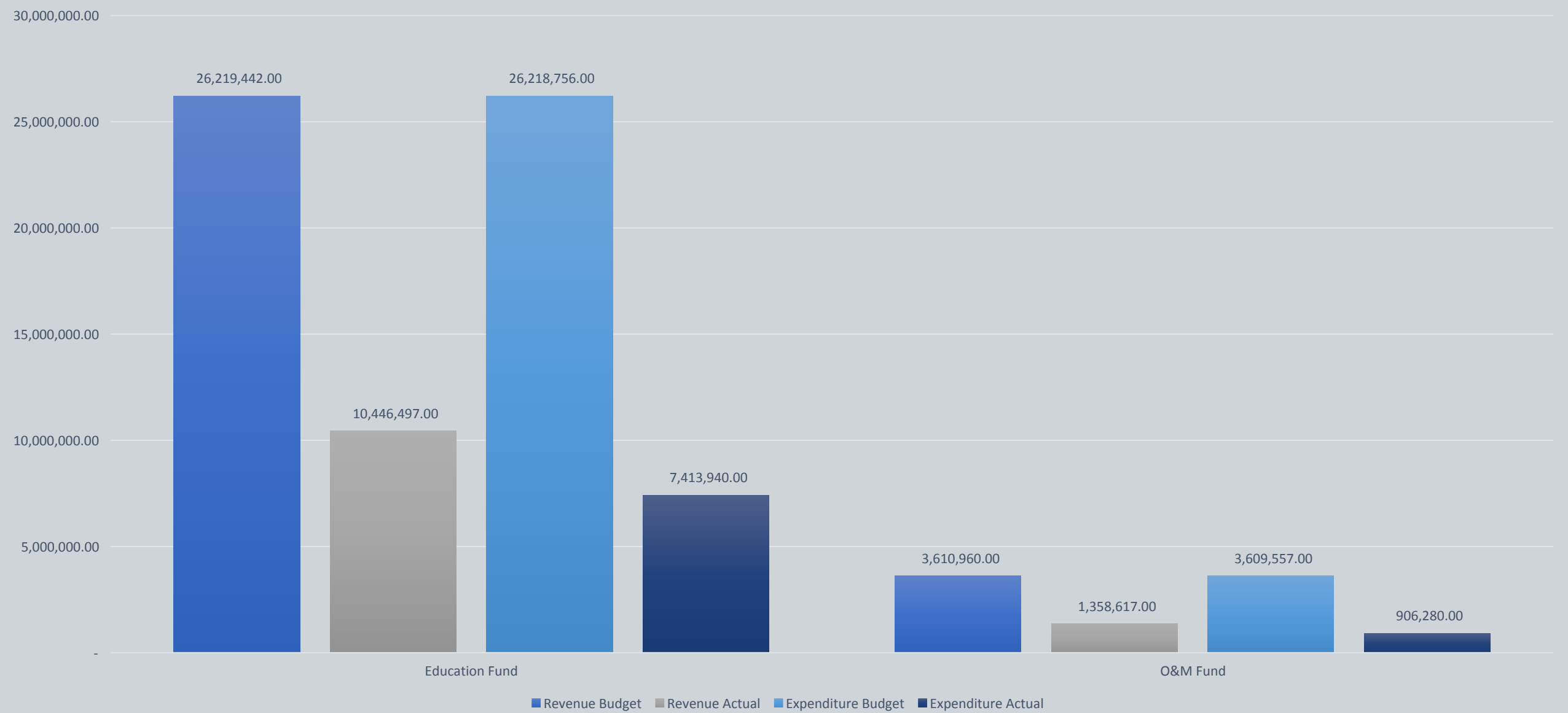


Monthly Finance Updates

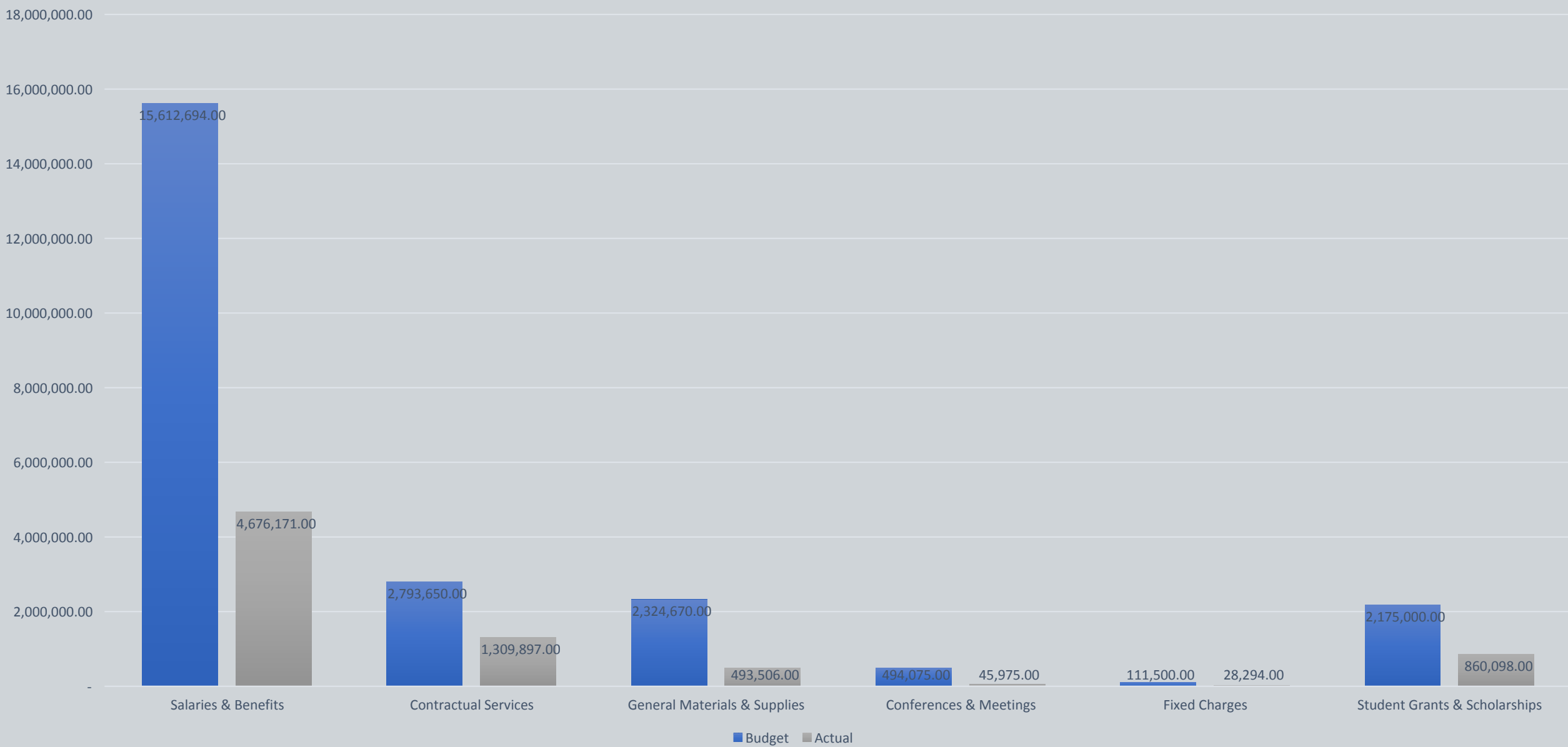
Business Office, Month Ending October 2020



October 2020 - Operating Fund
Revenues & Expenditures



October 2020 - Education Fund Expenditures



2020 Tentative Tax Levy

- ❖ Property Tax Extension Limitation Law (PTELL) – limits the increase in revenue that qualifying districts may collect to the lesser of the rate of inflation or 5%
- ❖ South & West Suburbs equalized assessed value (EAV) will be reassessed for Tax Year 2020
- ❖ In 2019, our district homeowner with a house value of \$120,000 saw an average increase of \$5-\$15 from Morton College, amount varies depending on the exemptions taxpayer claims
- ❖ For the 2020 tax levy increase we are recommending, a homeowner with a house value of \$120,000 will see a estimated annual increase of \$5-\$15
- ❖ Homeowners can claim homeowner exemption, senior exemption and senior freeze to reduce they property tax liability



Morton College Tax - Impact on Taxpayers

- Property value \$110,000
- Increase of \$8.64
- No exemptions

PAYMENT SCHEDULE	12/02/2020 - 01/01/2021 \$2,590.25	01/02/2021 - 02/01/2021 \$2,627.43	02/02/2021 - 03/01/2021 \$2,664.61		
TAXING DISTRICT BREAKDOWN					
Taxing Districts	2019 Tax	2019 Rate	2019 %	Pension	2018 Tax
MISCELLANEOUS TAXES					
Metro Water Reclamation Dist of Chicago	124.18	0.389	2.32%	13.72	126.20
Clyde Park District Cicero	165.05	0.517	3.09%	7.34	161.58
Miscellaneous Taxes Total	289.23	0.906	5.41%		287.78
SCHOOL TAXES					
Morton Community College Dist 527 Cicero	205.91	0.645	3.86%	4.46	197.27
J. Sterling Morton HS 201 Berwyn/Cicero	998.58	3.128	18.70%	54.59	967.54
Cicero School District 99	1,421.58	4.453	26.62%	158.66	1,372.28
School Taxes Total	2,626.07	8.226	49.18%		2,537.09
MUNICIPALITY/TOWNSHIP TAXES					
Cicero Comm Mental Health Fd	33.20	0.104	0.62%		33.14
General Assistance Cicero	7.34	0.023	0.14%		7.33
Cicero Library Fund	94.50	0.296	1.77%		91.46
Town of Cicero	2,117.52	6.633	39.65%	679.02	2,072.76
Municipality/Township Taxes Total	2,252.56	7.056	42.18%		2,204.69
COOK COUNTY TAXES					
Cook County Forest Preserve District	18.84	0.059	0.35%	0.63	19.12
Consolidated Elections	9.58	0.030	0.18%		0.00
County of Cook	87.77	0.275	1.63%	32.24	101.67
Cook County Public Safety	42.78	0.134	0.80%		39.20
Cook County Health Facilities	14.37	0.045	0.27%		14.98
Cook County Taxes Total	173.34	0.543	3.23%		174.97
(Do not pay these totals)	5,341.20	16.731	100.00%		5,204.53

Morton College Tax - Impact on Taxpayers

- Property value \$144,000
- Increase of \$2.83
- Homeowner, senior citizen and senior freeze

PAYMENT SCHEDULE	12/02/2020 - 01/01/2021 \$0.00	01/02/2021 - 02/01/2021 \$0.00	02/02/2021 - 03/01/2021 \$0.00		
TAXING DISTRICT BREAKDOWN					
Taxing Districts	2019 Tax	2019 Rate	2019 %	Pension	2018 Tax
MISCELLANEOUS TAXES					
Metro Water Reclamation Dist of Chicago	42.28	0.389	2.75%	4.67	43.04
North Berwyn Park District	50.21	0.462	3.27%	5.54	48.04
Miscellaneous Taxes Total	92.49	0.851	6.02%		91.08
SCHOOL TAXES					
Morton Community College Dist 527 Cicero	70.10	0.645	4.56%	1.52	67.27
J. Sterling Morton HS 201 Berwyn/Cicero	339.95	3.128	22.12%	18.58	329.95
Berwyn North School District 98	400.05	3.681	26.03%	58.14	384.73
School Taxes Total	810.10	7.454	52.71%		781.95
MUNICIPALITY/TOWNSHIP TAXES					
Berwyn Library Fund	55.10	0.507	3.58%		53.80
City of Berwyn	488.30	4.493	31.77%	44.77	462.32
Public Health Berwyn	10.65	0.098	0.69%	0.32	10.11
Berwyn Twp Mental Health District	9.67	0.089	0.63%		9.13
General Assistance Berwyn	5.54	0.051	0.36%		5.22
Town of Berwyn	6.30	0.058	0.41%	0.76	5.98
Municipality/Township Taxes Total	575.56	5.296	37.44%		546.56
COOK COUNTY TAXES					
Cook County Forest Preserve District	6.41	0.059	0.42%	0.21	6.52
Consolidated Elections	3.26	0.030	0.21%		0.00
County of Cook	29.90	0.275	1.93%	10.97	34.65
Cook County Public Safety	14.56	0.134	0.95%		13.37
Cook County Health Facilities	4.89	0.045	0.32%		5.11
Cook County Taxes Total	59.02	0.543	3.83%		59.65
(Do not pay these totals)	1,537.17	14.144	100.00%		1,479.24

Morton College Tax - Impact on Taxpayers

- Property value \$114,000
- Increase of \$6.39
- Homeowner

TAXING DISTRICT BREAKDOWN					
Taxing Districts	2019 Tax	2019 Rate	2019 %	Pension	2018 Tax
MISCELLANEOUS TAXES					
Metro Water Reclamation Dist of Chicago	90.19	0.389	2.29%	9.96	91.58
Hawthorne Park District Cicero	177.82	0.767	4.52%	8.34	170.67
Miscellaneous Taxes Total	268.01	1.156	6.81%		262.25
SCHOOL TAXES					
Morton Community College Dist 527 Cicero	149.54	0.645	3.80%	3.24	143.15
J. Sterling Morton HS 201 Berwyn/Cicero	725.20	3.128	18.42%	39.64	702.11
Cicero School District 99	1,032.38	4.453	26.22%	115.22	995.81
School Taxes Total	1,907.12	8.226	48.44%		1,841.07
MUNICIPALITY/TOWNSHIP TAXES					
Cicero Comm Mental Health Fd	24.11	0.104	0.61%		24.05
General Assistance Cicero	5.33	0.023	0.14%		5.32
Cicero Library Fund	68.62	0.296	1.74%		66.37
Town of Cicero	1,537.79	6.633	39.06%	493.12	1,504.12
Municipality/Township Taxes Total	1,635.85	7.056	41.55%		1,599.86
COOK COUNTY TAXES					
Cook County Forest Preserve District	13.68	0.059	0.35%	0.46	13.88
Consolidated Elections	6.96	0.030	0.18%		0.00
County of Cook	63.76	0.275	1.62%	23.41	73.76
Cook County Public Safety	31.07	0.134	0.79%		28.44
Cook County Health Facilities	10.43	0.045	0.26%		10.87
Cook County Taxes Total	125.90	0.543	3.20%		126.95
Do not pay these totals)	3,936.88	16.981	100.00%		3,830.13



Board Meeting February 26th, 2020 11:00 a.m.



MORTON COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 527
COOK COUNTY, ILLINOIS
Minutes for the Regular Meeting
Wednesday, October 28, 2020

A Regular Meeting of the Board of Trustees of Morton College was held Wednesday, October 28, 2020 beginning at 11:00 AM in the Morton College Board Room (221B) of Building B located at 3801 S. Central Avenue, Cicero, Illinois, in the form of a teleconference call.

1. Call to Order

The Regular Meeting of the Board of Trustees of Illinois Community College District No. 527 was called to order by Board Chair Frances F. Reitz at 11:01 AM on Wednesday, October 28, 2020, in the form of a teleconference call.

2. Pledge of Allegiance

3. Roll Call

Present:

Frances F. Reitz, Trustee (by phone)
Anthony Martinucci, Trustee
Jose Collazo, Trustee (by phone)
Frank J. Aguilar, Trustee
Joseph Belcaster, Trustee (by phone)
Susan Grazzini, Trustee (by phone)
Susan Banks, Trustee (by phone)
Oscar Montiel, Trustee

Absent:

None

Also Present:

Dr. Stan Fields, President

Michael Del Galdo, Attorney (by phone)

4. Citizen Comments

None

5. Recognition

5.1. Innovative Bridge and Transition Grant fy21, Michael Rose, Associate Dean for Strategic Initiatives, Adult and CTE.

Michael Rose, Associate Dean for Strategic Initiatives, Adult and CTE informed the Board that his department received the Innovation Grant for \$71,000.00, from ICCB. This grant will provide transition opportunities for the Adult Ed's students. Dr. Fields congratulated Michael Rose.

5.2. Nomination for the Skyway Hall of Fame, James O'Connell.

Gabriela Mata, Director of Student Activities, stated that she is part of the Skyway co-curriculum directors and was happy to share Jim O'Connell's nomination to the Illinois Skyway Hall of Fame, Co Curriculum Lifetime Achievement Award. Gabriela expressed that Jim has been an extraordinary member of the Morton College Skyway Community, and his Skyway knowledge, experience, and support was very much valued. Jim will be officially inducted into the Skyway Hall of Fame next year. Gabriela congratulated Jim O'Connell's on a much-deserved recognition.

6. Reports

6.1. ICCTA – ACCT

None

6.2. Student Member, Andy Avalos

Student member, Andy Avalos reported on the following events held on the month of October: Latinx Heritage Night Painting Gallery hosted by the Development and Alumni Relations on October 9, 2020. SGA Open Forum, hosted by SGA Committee on October 14, 2020. National Transfer Student Week and Private Illinois College & Universities (PICU) Expo, hosted by SAO and Morton College from October 19th to 23 via Zoom. PAC Meeting, hosted by SGA, SAO and the College President, on October 29th, 2020 via Zoom. Virtual Tour: Day of the Dead hosted by SAO and COMMUNITY Committee, on October 22nd, 2020. Halloween Goose Chase, hosted by SAO on October 29th, 2020 and Movie Night: Hocus Pocus, hosted by LRC, SAO and Morton College on October 30th, 2020.

7. President's Report

7.1. Strategic Plan

Michael Rose, Associate Dean for Strategic Initiatives, Adult and CTE, commented on the College's three grants received over the last couple of months. The Innovative Bridge and Transitions Grants, for \$71,000.00, will go towards the credit connect and The Integrated Career & Academic Preparation System (ICAPS) to provide transition opportunities for the Adult Education's students in areas such as Auto Maintenance, Early Childhood Education, Technology and Welding. Michael also talked about the Early Childhood Competence-Based Education Grant received for \$20,000.00. The funds will be used to purchase an Early Childhood virtual-reality instruction software. He noted that the virtual program will be launch in the Spring. Micheal acknowledged Tsonka Pencheva, ECE Instructor/Coordinator, for the work she had put in to obtain the grant and her dedication to the students. Michael also talked about the CTE Improvement Grant for \$90,000.00. This fund has improved the Welding, and upcoming Paralegal Program approved by ICCB and HLC.

7.2. Strategic Enrollment Plan

Marisol Velazquez, Dean of Student Services, stated that Spring's registration will start on November 2, for students with 30 credit hours or more, have a GPA of 2.0, and student veterans. Open enrollment will begin on November 9, 2020, for all new and current students. Marisol commented on the importance of every member of the Morton College family because they play a fundamental role in recruiting and retaining students. She invited the Board member to participate in the Call Campaign on the week of November 30. The purpose of this campaign is to call students currently enrolled and have not registered and interested new students. Marisol also invited Morton College staff to help distribute flyers and post on social media information about enrolling in Morton College. Marisol acknowledged Cortney O'Brian, Registrar/Director of OAR as Courtney has lead the Call Campaign. She also talked about the enrollment challenges due to the Pandemic. Marisol commented that eight million Americans have slipped into poverty since the Pandemic started (according to a Columbia University study). Students and adults did not return to community colleges because their focus was to support their family's needs.

7.3. Institutional Advancement

Sally Delgado, Director of Development and Alumni Relations, commented on Giving Tuesday Challenge, which will begin on November 1st through the 30th. She also stated that she is currently working on the development of an appeal booklet. The purpose of the College's appeal booklet is to share the College's history with potential donors. Sally also, expressed her interest in working with Board members on the HOPE Scholarship fundraiser which will start on March 2021.

7.4. Capital Improvements

Stan Fields, President of the College, commented that the capital improvements around the College are getting closed to completion, and the STEM Center funded by a Federal grant is also moving right along.

Stan commented on an initial meeting held last week to start planning to centralized student services and keep the Board updated on the development. Stan talked about a ribbon-cutting ceremony for all facilities in January; more information will be coming up. Trustee Reitz expressed how impressed she was with the improvements taking place in the College; she thanked Dr. Fields and all the administration.

7.5. Higher Learning Commission (HLC)

Stan Fields, President of the College, reported that the Higher Learning Commission Board would meet next Thursday and Friday to consider the status of the College's accreditation. Stan mentioned that he and Keith McLaughlin, Provost, have been advocating for the institution. He also stated that the College's sent a press release introducing the newest trustee who was sworn-in last Monday and the press release went out on Monday afternoon.

Linnea Stetson, HLC Liaison, sent an email congratulating the Board on the newest trustee's appointment that represents the College's community. Stan stated that Oscar Montiel was a great addition to the College's Board of Trustees.

Trustee Oscar Montiel thank the Board of Trustee for having him. Oscar stated that he felt proud of being part of the community and doing what's best for the youth and the community.

7.6. Finance Review

Mireya reported on the budget to actual finances

8. Consent Agenda

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 the consent agenda or placed later on the agenda at the discretion of the Board.

Trustee Belcaster made a motion to establish the Consent Agenda, which includes Agenda items 8.1 through 8.25.1, as listed below.

Trustee Martinucci seconded the motion.

Ayes: Student Member Avalos, Trustees, Banks, Belcaster, Collazo, Grazzini, Martinucci, Montiel, Reitz.

Nays: None. Absent: None

Motion carried.

Trustee Martinucci made a motion to approve the items in the Consent Agenda, which includes Agenda items 8.1 through 8.25.1, as listed below.

Trustee Belcaster seconded the motion.

Ayes: Student Member Avalos, Trustees, Banks, Belcaster, Collazo, Grazzini, Martinucci, Montiel, Reitz.

Nays: None. Absent: None

Motion carried.

8.1. Approval of the Minutes of the Special Annual Budget Public Hearing and Regular Board Meeting held on September 23, Special Meeting held on October 6th, and Special Meeting held on October 21, 2020.

8.2. Approval and Ratification of Accounts Payable and Payroll for the month of September 2020, in the amount of \$4,704,920.00, and Budget Transfers in the amount of \$0, as submitted.

8.3. Approval of the Monthly Budget Report for fiscal year to date ending in September 2020 to be received approved as submitted.

8.4. Approval of the Treasurer's Report for September to be received and filed for audit, as submitted.

8.5. Approval of the Differential Pay Report for Faculty for Fall 2020, in the amount of \$30,389.41, as submitted, pending additional class cancellations and/or additions.

8.6. Approval of the change order with Lo Destro Construction Company for the theater upgrade project, in the amount of \$57,043.35, as submitted.

8.7. Approval of the institutional membership with The American Library Association, ALA, in the amount of \$870.00, for fy21, as submitted.

8.8. Approval of the renewal of the institutional membership with the International Nursing Association for Clinical Simulation & Learning, INACSL, in the amount of \$532.00, as submitted.

8.9. Approval of the institutional membership with the Association of Community College Trustees, ACCT, in the amount of \$4,573.00, for fy21, as submitted.

8.10. Approval of the institutional membership with The National Council for State Authorization Reciprocity Agreement, NCSARA, in the amount of \$4,000.00, for fy21, as submitted.

8.11. Approval of the PTA Program 2021 annual accreditation fee payment to the Commission on Accreditation in Physical Therapy Education, in the amount of \$4,500.00, as submitted.

8.12. Approval of the payment to The Higher Learning Commission (HLC), for the Legal Assistant/Paralegal Certificate, in the amount of \$975.00, as submitted.

8.13. Approval of the payment to American Physical Therapy Association dues for Jennifer Reft, PT, DPT, MS, in the amount of \$505.00, as submitted.

8.14. Approval of the changes in Curriculum, as submitted.

8.15. Approval of the employment status of two Tenured and ten Non-Tenured instructors for Academic Year 2021-2022, as submitted.

8.16. Approval of the resolution adopting a Clinical Agreement between Morton College and Sinai Health System.

8.17. Approval of the resolution adopting an Affiliation Agreement between Morton College and the Town of Cicero Health Department.

8.18. Approval of the second reading and approval of Board Policy 1.4.7, Board Member Development, and Evaluation.

8.19. Approval of the second reading and approval of the revised Board Policy 4.1, Employment.

8.20. Approval of the first reading of the revised Board Policy 2.3, Duties of the President of the College.

8.21. Approval of the fy22 Capital Resource Allocation Management Program (RAMP) requests, as submitted.

8.22. Approval of the purchase of Athletic Training Room supplies and equipment from Henry Schein Inc., in the amount of \$26,061.65, as submitted.

8.23. Approval of a new Whole Life Insurance benefit for Morton College eligible employees.

8.24. Approval of Part-Time Employment

8.24.1. Peter LoGalbo, Campus Police Officer, effective September 22, 2020.

8.24.2. Antonio Munos IV, Campus Police Officer, effective September 22, 2020.

8.24.3. Patrick Spoerry, Campus Policy Officer, effective September 24, 2020.

8.24.4. Joseph Marigliano, Campus Police Officer, effective September 24, 2020.

8.24.5. Danielle Heinz, Campus Police Officer, effective September 28, 2020

8.24.6. Angelica Alvarado, Service Aide OAR, effective September 28, 2020.

8.24.7. Anitha Akpan, Adjunct Faculty for Associate Degree Nursing Program, effective October 26, 2020.

8.24.8. Charleen Yeager, Adjunct Faculty for Associate Degree Nursing Program, effective October 26, 2020.

8.24.9. Ariana Sandoval, Adjunct Faculty for Associate Degree Nursing Program, effective October 26, 2020.

8.24.10. Rose Vazquez, Adjunct Faculty for Associate Degree Nursing Program, effective October 26, 2020.

8.24.11. William McCracken, Adjunct Faculty for Associate Degree Nursing Program, effective October 26, 2020.

8.24.12. Jennifer Kubelka, Adjunct Faculty for Associate Degree Nursing Program, effective October 26, 2020.

8.24.13. Rey Bernando, Adjunct Faculty Mental Health, effective October 26, 2020.

- 8.24.14. Michelle Sosa, Adjunct Faculty PTA Pediatric, effective November 2, 2020.
- 8.24.15. Michael Posey, Adjunct Faculty Bussiness, effective October 28, 2020.
- 8.24.16. Perla Macareno, Student Aide Financial Aid, effective October 14, 2020.
- 8.24.17. Isabel Montesino, Student Aide Financial Aid, effective October 14, 2020.
- 8.24.18. Julia Higareda, Student Aide Multimedia/Digital Media, effective October 7, 2020.
- 8.24.19. Ivan Tejeda, Student Aide Fitness Center, effective November 2, 2020.
- 8.24.20. Jacob Turner, Student Aide Fitness Center, effective November 2, 2020.
- 8.24.21. Gerardo Hernandez, Student Aide Fitness Center, effective November 2, 2020.
- 8.24.22. Montserrat Tovar, Student Aide Fitness Center, effective November 2, 2020.
- 8.24.23. Kylie DeEmo, Student Aide Note Taker, effective November 2, 2020.
- 8.25. Approval of Terminations
- 8.25.1. Brenda Garcia-Searle, Academic Advisor, effective October 28, 2020.

9. Adjournment

Trustee Martinucci made a motion to adjourn the Regular Board Meeting.

Trustee Collazo seconded the motion.

Ayes: Student Member Avalos, Trustees, Banks, Belcaster, Collazo, Grazzini, Martinucci, Montiel, Reitz.

Nays: None. Absent: None

Motion carried.

The meeting was adjourned at 11:41 AM

Frances F. Reitz, Board Chair

Jose Collazo, Secretary of Board

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: FW: Action Item 8.1 for 11/18/2020 Board Meeting
Date: Friday, November 6, 2020 8:05:03 AM
Attachments: [Board AS Totals 10.31.20.pdf](#)
[BT 10.31.20.pdf](#)
[Check Register 10.31.20.pdf](#)
[Over 10k Oct 2020.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, November 5, 2020 3:41 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.1 for 11/18/2020 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF OCTOBER 2020 IN THE AMOUNT OF \$3,834,352 AND BUDGET TRANSFERS IN THE AMOUNT OF \$634,656 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
P: 708-656-8000 ext 2305

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of October 2020, be approved and/or ratified in the amount of \$3,834,352 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	10/31/2020	1,027,246
Payroll	10/15/2020	784,792
Payroll	10/31/2020	850,348
Student Refunds	10/31/2020	816,654
		<u>3,449,040</u>

O&M Restricted Fund (03)

Cash Disbursements -		
Monthly	10/31/2020	385,312
TOTAL ALL FUNDS		<u>\$3,834,352</u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$634,656 be approved as outlined on the attached Journal No. 1-7 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 18th day of November by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Morton College				
Budget Transfers				
October 2020				
	GL Account	Description	Debit	Credit
	1 06-0000-99156-430100020	MC Success Grant: Dept of Ed Grant Revenue		391,024
	06-3090-99156-510100100	MC Success Grant: Administrative	53,000	
	06-3090-99156-510200205	MC Success Grant: Para Professional PT	50,000	
	06-3090-99156-520100100	MC Success Grant: Group Medical Ins	17,075	
	06-3090-99156-520100200	MC Success Grant: Dental Insurance	1,969	
	06-3090-99156-520100300	MC Success Grant: Vision Insurance	994	
	06-3090-99156-520100400	MC Success Grant: Life Insurance	987	
	06-3090-99156-520500000	MC Success Grant: Medicare	100	
	06-3090-99156-520800005	MC Success Grant: SURS Medical Ins	768	
	06-3090-99156-540100200	MC Success Grant: Instr Supplies	129,000	
	06-3090-99156-540100205	MC Success Grant: Inst Equip < \$5000	54,847	
	06-3090-99156-530900000	MC Success Grant: Other Contract Srvcs	48,175	
	06-3090-99156-530900015	MC Success Grant: Training	29,550	
	06-3090-99156-550100005	MC Success Grant: Meeting Expense	4,558	
	2 06-0000-99216-420900000	Sec Of State Literacy Grant: Other IL Governmental Sources	5,000	
	06-1060-99216-510500200	Sec Of State Literacy Grant: Academic Support Staff-PT		900
	06-1060-99216-520100100	Sec Of State Literacy Grant: Group Medical Ins		450
	06-1060-99216-520100200	Sec Of State Literacy Grant: Dental Insurance		25
	06-1060-99216-520100300	Sec Of State Literacy Grant: Vision Insurance		9
	06-1060-99216-520100400	Sec Of State Literacy Grant: Life Insurance		10
	06-1060-99216-520800005	Sec Of State Literacy Grant: SURS Medical Ins		9
	06-1060-99216-520900005	Sec Of State Literacy Grant: Employee Professional Dev		525
	06-1060-99216-530900000	Sec Of State Literacy Grant: Other Contract Srvcs		4,075
	06-1060-99216-540100100	Sec Of State Literacy Grant: Office Supplies	320	
	06-1060-99216-540100200	Sec Of State Literacy Grant: Instr Supplies		42
	06-1060-99216-550100005	Sec Of State Literacy Grant: Meeting Expense	725	
	3 01-1030-10148-510300100	Heating, Ventilation AC: Full-Time Faculty		62,677
	01-1030-10148-520100100	Heating, Ventilation AC: Group Medical Ins		14,336
	01-1030-10148-520100200	Heating, Ventilation AC: Dental Insurance		955
	01-1030-10148-520100300	Heating, Ventilation AC: Vision Insurance		134
	01-1030-10148-540100200	Heating, Ventilation AC: Instr Supplies		28,000
	01-1030-10170-510300100	Welding: Full-Time Faculty	62,677	
	01-1030-10170-520100100	Welding: Group Medical Ins	14,336	
	01-1030-10170-520100200	Welding: Dental Insurance	955	
	01-1030-10170-520100300	Welding: Vision Insurance	134	
	01-1030-10170-540100200	Welding: Instr Supplies	28,000	
	4 01-0000-99166-430100020	CTE Basic Grants: Dept of Ed Grant Revenue		20,000
	01-1030-99166-520900005	CTE Basic Grants: Employee Professional Dev	2,000	
	01-1030-99166-540100100	CTE Basic Grants: Office Supplies	3,000	
	01-1030-99166-540100105	CTE Basic Grants: Office Equip < \$5000	7,000	
	01-1030-99166-510300200	CTE Basic Grants: Part-Time Faculty	8,000	
	5 01-1040-10154-530900000	Phys Therapy Assist: Other Contract Srvcs		3,350
	01-1040-10154-540600005	Phys Therapy Assist: Memberships	3,350	
	6 06-0000-99120-4301000020	Carl Perkins Grant: Dept of Ed Grant Revenue	4,750	
	06-1030-99120-510200205	Carl Perkins Grant: Para Professional PT		14,000
	06-1030-99120-510600100	Carl Perkins Grant: Clerical	32,316	
	06-1030-99120-520100100	Carl Perkins Grant: Group Medical Ins	11,400	
	06-1030-99120-520100200	Carl Perkins Grant: Dental Insurance	1,200	
	06-1030-99120-520100300	Carl Perkins Grant: Vision Insurance	1,040	
	06-1030-99120-520100400	Carl Perkins Grant: Life Insurance	1,000	
	06-1030-99120-520800005	Carl Perkins Grant: SURS Medical Ins	1,000	
	06-1030-99120-520900005	Carl Perkins Grant: Employee Professional Dev		1,150
	06-1030-99120-530200000	Carl Perkins Grant: Consultants		10,000
	06-1030-99120-530900000	Carl Perkins Grant: Other Contract Srvcs		10,000
	06-1030-99120-540100200	Carl Perkins Grant: Instr Supplies	27,429	
	06-1030-99120-540100205	Carl Perkins Grant: Inst Equip <\$5000		35,047
	06-1030-99120-550100005	Carl Perkins Grant: Meeting Expense		9,700
	06-1030-99120-560900000	Carl Perkins Grant: Other Fixed Charges		238
	7 06-0000-99168-430900015	CURES Grant: Other Fed Gov Source		28,000
	06-8090-99168-540100200	CURES Grant: Instr Supplies	1,650	
	06-8060-99168-540100205	CURES Grant: Inst Equip <\$5000	26,350	
		Total Budget Transfers	634,656	634,656

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
0093606	10/01/20	Recon	0000781	Ms. Sandra Barajas	V0095681	11/21/17		25.00		25.00
								25.00		25.00
0093607	10/01/20	Recon	0205799	Christopher Buechner	V0135918	09/08/20		2,250.00		2,250.00
								2,250.00		2,250.00
0093608	10/01/20	Recon	0205799	Christopher Buechner	V0136520	09/29/20		90.00		90.00
								90.00		90.00
0093609	10/01/20	Recon	0000995	Bureau Water/Sewer Town	V0135948	09/10/20		382.68		382.68
					V0135949	09/10/20		382.68		382.68
					V0135950	09/10/20		612.29		612.29
					V0135951	09/10/20		394.27		394.27
					V0135952	09/10/20		179.75		179.75
								1,951.67		1,951.67
0093610	10/01/20	Recon	0001895	Delta Dental of Illinois	V0136275	09/23/20		899.74		899.74
					V0136276	09/23/20		9,523.22		9,523.22
								10,422.96		10,422.96
0093611	10/01/20	Recon	0202645	Illiam Figueroa	V0136480	09/28/20		900.00		900.00
								900.00		900.00
0093612	10/01/20	Recon	0202383	Flexible Benefit Service	V0136468	09/28/20		335.00		335.00
								335.00		335.00
0093613	10/01/20	Recon	0000724	Dr. Brian R. Gilligan	V0136637	10/01/20		169.00		169.00
								169.00		169.00
0093614	10/01/20	Recon	0183119	Ashlyn R. Longoria	V0136263	09/22/20		1,125.00		1,125.00
								1,125.00		1,125.00
0093615	10/01/20	Recon	0003232	Ms. Lisa A. Mathelier	V0136626	09/30/20		18.00		18.00
								18.00		18.00
0093616	10/01/20	Recon	0205874	Nolan McKenna	V0136268	09/22/20		1,500.00		1,500.00
								1,500.00		1,500.00
0093617	10/01/20	Recon	0200664	Paul A. Netzel	V0136470	09/28/20		290.00		290.00

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ACCOUNTS PAYABLE CHECK REGISTER
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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
								290.00		290.00
0093618	10/01/20	Recon	0200664	Paul A. Netzel	V0136522	09/29/20		180.27		180.27
								180.27		180.27
0093619	10/01/20	Recon	0195683	Andre J. Olvera	V0136494	09/28/20		61.79		61.79
								61.79		61.79
0093620	10/01/20	Recon	0000820	Ms. Tsonka I. Pencheva	V0136467	09/27/20		294.99		294.99
								294.99		294.99
0093621	10/01/20	Void	0206543	Angela A. Rice						
0093622	10/01/20	Recon	0200027	Mr. Carmel Saboutey Tett	V0136493	09/28/20		55.32		55.32
								55.32		55.32
0093623	10/01/20	Outst	0019056	Angel M. Sarabia	V0098177	02/02/18		26.07		26.07
								26.07		26.07
0093624	10/01/20	Outst	0003089	Mr. Bradley J. Sleeth	V0136496	09/28/20		105.39		105.39
								105.39		105.39
0093625	10/01/20	Recon	0205744	Thaddeus M. Slowik, III	V0136469	09/28/20		700.00		700.00
								700.00		700.00
0093626	10/01/20	Recon	0205744	Thaddeus M. Slowik, III	V0136472	09/28/20		350.00		350.00
								350.00		350.00
0093627	10/01/20	Recon	0197369	Maya N. Stovall	V0136502	09/28/20		48.32		48.32
								48.32		48.32
0093628	10/01/20	Recon	0195233	Caitlin M. Swider	V0133753	06/30/20		500.00		500.00
								500.00		500.00
0093629	10/01/20	Recon	0001327	Vision Service Plan	V0136274	09/23/20		1,833.90		1,833.90
								1,833.90		1,833.90
0093961	10/09/20	Recon	0000749	Ms Jennifer L. Angelilli	V0137315	10/06/20		48.29		48.29
								48.29		48.29

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ACCOUNTS PAYABLE CHECK REGISTER
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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
0093962	10/09/20	Recon	0182499	Mrs. Mary J. Buongiorno	V0137310	10/05/20		59.48		59.48
								59.48		59.48
0093963	10/09/20	Recon	0000995	Bureau Water/Sewer Town	V0137401	10/07/20		371.09		371.09
					V0137402	10/07/20		513.58		513.58
					V0137403	10/07/20		574.02		574.02
					V0137404	10/07/20		574.02		574.02
					V0137405	10/07/20		585.61		585.61
					V0137406	10/07/20		841.90		841.90
					V0137407	10/07/20		543.02		543.02
								4,003.24		4,003.24
0093964	10/09/20	Recon	0200455	Ms. Lauren Caruso	V0137318	10/07/20		295.00		295.00
								295.00		295.00
0093965	10/09/20	Recon	0206101	Kevin W. McManaman	V0136629	09/30/20		1,750.00		1,750.00
								1,750.00		1,750.00
0093966	10/09/20	Recon	0200664	Paul A. Netzel	V0136473	09/28/20		290.00		290.00
								290.00		290.00
0093967	10/09/20	Recon	0205567	Ms. Courtney O'Brien	V0137304	10/02/20		76.64		76.64
								76.64		76.64
0093968	10/09/20	Recon	0002805	Pitney Bowes Inc	V0136641	10/02/20		298.80		298.80
								298.80		298.80
0093969	10/09/20	Outst	0041753	Ms Daiana N. Quiroga-Nev	V0137312	10/06/20		340.00		340.00
								340.00		340.00
0093970	10/09/20	Outst	0000921	Ms. Candyce Scatchell	V0136640	10/01/20		375.00		375.00
								375.00		375.00
0094219	10/15/20	Recon	0001375	AXA Equitable Equi-Vest	V0138072	10/15/20		2,106.00		2,106.00
								2,106.00		2,106.00
0094220	10/15/20	Recon	0177469	Bright Start College Sav	V0138073	10/15/20		100.00		100.00
								100.00		100.00

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ACCOUNTS PAYABLE CHECK REGISTER
Period 10/01/2020 - 10/31/2020

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Bank Code: 01 General Checking
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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
0094221	10/15/20	Outst	0001422	CCCTU-Cope Fund	V0138074	10/15/20		132.00		132.00
								132.00		132.00
0094222	10/15/20	Recon	0001374	College & University Cre	V0138076	10/15/20		200.00		200.00
								200.00		200.00
0094223	10/15/20	Recon	0001371	Colonial Life & Accident	V0138077	10/15/20		12.00		12.00
								12.00		12.00
0094224	10/15/20	Outst	0160763	Illinois Education Assoc	V0138079	10/15/20		81.15		81.15
								81.15		81.15
0094225	10/15/20	Recon	0191845	Metropolitan Alliance of	V0138080	10/15/20		280.00		280.00
								280.00		280.00
0094226	10/15/20	Outst	0101061	Morton College Faculty	V0138075	10/15/20		91.74		91.74
								91.74		91.74
0094227	10/15/20	Void	0001372	Morton College Teachers						
0094228	10/15/20	Recon	0001513	SEIU Local 73 Cope	V0138083	10/15/20		9.00		9.00
								9.00		9.00
0094229	10/15/20	Recon	0001373	Service Employees Intl U	V0138084	10/15/20		457.81		457.81
								457.81		457.81
0094230	10/15/20	Recon	0001563	State Disbursement Unit	V0138085	10/15/20		50.00		50.00
					V0138086	10/15/20		117.00		117.00
								167.00		167.00
0094231	10/15/20	Recon	0001161	State Univ Retirement Sy	V0138087	10/15/20		69,028.25		69,028.25
								69,028.25		69,028.25
0094232	10/15/20	Recon	0001370	TIAA-CREF	V0138078	10/15/20		750.00		750.00
					V0138088	10/15/20		2,857.14		2,857.14
								3,607.14		3,607.14
0094233	10/15/20	Recon	0001376	VALIC	V0138089	10/15/20		2,443.55		2,443.55
								2,443.55		2,443.55

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0094234	10/15/20	Recon	0179876	Voya Retirement Insuranc	V0138090	10/15/20		1,184.28		1,184.28
								1,184.28		1,184.28
0094235	10/15/20	Recon	0001372	Morton College Teachers	V0138082	10/15/20		1,736.91		1,736.91
								1,736.91		1,736.91
0094236	10/15/20	Recon	0001372	Morton College Teachers	V0138081	10/15/20		3,026.39		3,026.39
								3,026.39		3,026.39
0094237	10/15/20	Recon	0190089	3OE Solutions	V0137951	10/13/20	B0003492	4,333.00		4,333.00
								4,333.00		4,333.00
0094238	10/15/20	Recon	0166304	A.W.E.S.O.M.E. Pest Serv	V0138028	10/14/20	B0003443	240.00		240.00
								240.00		240.00
0094239	10/15/20	Recon	0002694	AACC	V0138144	10/15/20	P0009464	6,461.00		6,461.00
								6,461.00		6,461.00
0094240	10/15/20	Recon	0000962	Airgas USA, LLC	V0137991	10/14/20	B0003575	107.36		107.36
								107.36		107.36
0094241	10/15/20	Recon	0002105	Alfred G Ronan Ltd	V0138031	10/14/20	B0003560	2,000.00		2,000.00
								2,000.00		2,000.00
0094242	10/15/20	Recon	0175113	Algor Plumbing	V0138041	10/14/20	B0003484	317.19		317.19
								317.19		317.19
0094243	10/15/20	Recon	0205001	ALL Construction Group	V0137948	10/13/20	B0003507	96,841.80		96,841.80
					V0137949	10/13/20	B0003506	97,402.50		97,402.50
								194,244.30		194,244.30
0094244	10/15/20	Recon	0002271	Alldata	V0138125	10/15/20	P0009501	975.00		975.00
								975.00		975.00
0094245	10/15/20	Recon	0188188	Amazon Capital Services	V0138003	10/14/20	B0003556	239.99		239.99
					V0138007	10/14/20	B0003555	49.05		49.05
					V0138040	10/14/20	B0003634	41,936.22		41,936.22
					V0138102	10/15/20	P0009460	244.90		244.90

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					V0138106	10/15/20	P0009486	156.10		156.10
					V0138132	10/15/20	P0009479	1,156.00		1,156.00
								43,782.26		43,782.26
0094246	10/15/20	Recon	0001490	Arc One Electric	V0137995	10/14/20	B0003648	7,200.00		7,200.00
								7,200.00		7,200.00
0094247	10/15/20	Recon	0198820	Asure Software	V0137989	10/14/20	B0003584	94.50		94.50
								94.50		94.50
0094248	10/15/20	Recon	0000973	AT&T	V0138038	10/14/20	B0003430	1,093.38		1,093.38
								1,093.38		1,093.38
0094249	10/15/20	Recon	0001401	AZ Commercial	V0138027	10/14/20	B0003636	69.99		69.99
					V0138066	10/14/20	B0003636	43.97		43.97
					V0138068	10/14/20	B0003636	18.00		18.00
								131.96		131.96
0094250	10/15/20	Recon	0196421	Balloons by Tommy	V0138121	10/15/20	P0009401	480.00		480.00
								480.00		480.00
0094251	10/15/20	Outst	0194139	Berwyn's Violet Flower S	V0137987	10/14/20	B0003514	70.00		70.00
								70.00		70.00
0094252	10/15/20	Recon	0183673	BKD, LLP	V0138053	10/14/20	B0003500	36,140.00		36,140.00
								36,140.00		36,140.00
0094253	10/15/20	Recon	0166207	BSA	V0138059	10/14/20	B0003470	10.14		10.14
								10.14		10.14
0094254	10/15/20	Recon	0202171	Carroll Seating Company,	V0137994	10/14/20	B0003619	5,950.00		5,950.00
								5,950.00		5,950.00
0094255	10/15/20	Recon	0001593	CDW-Government, Inc	V0138100	10/15/20	P0009457	240.59		240.59
					V0138135	10/15/20	P0009487	1,965.37		1,965.37
								2,205.96		2,205.96
0094256	10/15/20	Recon	0206648	Cicero Lawn Services, In	V0137996	10/14/20	B0003649	1,600.00		1,600.00
					V0138094	10/15/20	B0003642	500.00		500.00

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								2,100.00		2,100.00
0094257	10/15/20	Recon	0001195	Cintas Corporation	V0138008	10/14/20	B0003438	203.72		203.72
					V0138011	10/14/20	B0003438	203.72		203.72
					V0138037	10/14/20	B0003486	440.10		440.10
								847.54		847.54
0094258	10/15/20	Recon	0201853	Club Automation, LLC	V0138034	10/14/20	B0003597	832.00		832.00
								832.00		832.00
0094259	10/15/20	Recon	0001752	Comcast	V0138061	10/14/20	B0003489	141.88		141.88
								141.88		141.88
0094260	10/15/20	Recon	0001013	ComEd	V0137988	10/14/20	B0003460	11,562.81		11,562.81
								11,562.81		11,562.81
0094261	10/15/20	Outst	0161721	Crestline	V0137974	10/13/20	B0003610	937.10		937.10
								937.10		937.10
0094262	10/15/20	Outst	0001676	Del Galdo Law Group, LLC	V0138096	10/15/20	B0003528	17,664.50		17,664.50
								17,664.50		17,664.50
0094263	10/15/20	Outst	0001469	Diamond Graphics	V0138036	10/14/20	B0003633	210.00		210.00
					V0138110	10/15/20	P0009465	715.00		715.00
								925.00		925.00
0094264	10/15/20	Recon	0000989	Dick Blick	V0137977	10/13/20	B0003537	8.96		8.96
					V0137978	10/13/20	B0003537	8.96		8.96
					V0137979	10/13/20	B0003537	8.96		8.96
					V0137997	10/14/20	B0003537	8.96		8.96
					V0137998	10/14/20	B0003537	8.96		8.96
					V0137999	10/14/20	B0003537	8.96		8.96
					V0138000	10/14/20	B0003537	8.96		8.96
					V0138001	10/14/20	B0003537	8.96		8.96
					V0138002	10/14/20	B0003537	8.96		8.96
					V0138012	10/14/20	B0003544	21.00		21.00
					V0138013	10/14/20	B0003543	21.00		21.00
					V0138014	10/14/20	B0003544	21.00		21.00
					V0138015	10/14/20	B0003547	30.40		30.40
					V0138016	10/14/20	B0003546	21.00		21.00
					V0138017	10/14/20	B0003546	21.00		21.00
					V0138018	10/14/20	B0003546	21.00		21.00
					V0138019	10/14/20	B0003546	21.00		21.00

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					V0138020	10/14/20	B0003548	55.06		55.06
					V0138021	10/14/20	B0003547	30.40		30.40
					V0138022	10/14/20	B0003543	21.00		21.00
					V0138023	10/14/20	B0003544	21.00		21.00
					V0138024	10/14/20	B0003545	21.00		21.00
					V0138025	10/14/20	B0003545	21.00		21.00
					V0138026	10/14/20	B0003545	21.00		21.00
					V0138029	10/14/20	B0003538	4.24		4.24
					V0138030	10/14/20	B0003542	4.24		4.24
								456.98		456.98
0094265	10/15/20	Recon	0182724	Dyopath LLC	V0138047	10/14/20	B0003445	7,750.00		7,750.00
								7,750.00		7,750.00
0094266	10/15/20	Recon	0205067	Effectv	V0138111	10/15/20	P0009467	3,695.65		3,695.65
					V0138112	10/15/20	P0009468	2,250.45		2,250.45
					V0138113	10/15/20	P0009469	3,034.10		3,034.10
								8,980.20		8,980.20
0094267	10/15/20	Recon	0002185	Ellucian Inc.	V0138155	10/15/20	P0009522	852.00		852.00
					V0138156	10/15/20	P0009522	1,278.00		1,278.00
					V0138158	10/15/20	P0009522	958.50		958.50
					V0138160	10/15/20	P0009522	2,715.75		2,715.75
								5,804.25		5,804.25
0094268	10/15/20	Recon	0191240	EverFi, Inc	V0138104	10/15/20	P0009484	10,450.00		10,450.00
								10,450.00		10,450.00
0094269	10/15/20	Recon	0001029	Fed Ex	V0138051	10/14/20	B0003527	50.93		50.93
								50.93		50.93
0094270	10/15/20	Recon	0196370	FHEG Morton College Book	V0137954	10/13/20	B0003496	30.32		30.32
					V0137955	10/13/20	B0003531	64.00		64.00
					V0137956	10/13/20	P0009272	403.58		403.58
					V0137957	10/13/20	P0009273	191.24		191.24
					V0137960	10/13/20	P0009281	113.96		113.96
					V0137962	10/13/20	B0003554	110.36		110.36
					V0137966	10/13/20	B0003564	2.64		2.64
					V0137967	10/13/20	B0003592	1,782.00		1,782.00
					V0137968	10/13/20	P0009427	143.55		143.55
								2,841.65		2,841.65
0094271	10/15/20	Recon	0157592	First Communications	V0137990	10/14/20	B0003433	985.22		985.22

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								985.22		985.22
0094272	10/15/20	Recon	0001034	Flinn Scientific Inc	V0138099	10/15/20	P0009411	262.50		262.50
					V0138123	10/15/20	P0009447	206.82		206.82
								469.32		469.32
0094273	10/15/20	Recon	0001037	Fox Valley Fire & Safety	V0138049	10/14/20	B0003532	259.00		259.00
								259.00		259.00
0094274	10/15/20	Recon	0202852	Freepoint Energy Solutio	V0138063	10/14/20	B0003474	22,996.33		22,996.33
								22,996.33		22,996.33
0094275	10/15/20	Recon	0201760	Garvey's Office Products	V0138039	10/14/20	B0003635	63.80		63.80
								63.80		63.80
0094276	10/15/20	Recon	0205065	GradUp, LLC	V0138114	10/15/20	P0009470	3,500.00		3,500.00
								3,500.00		3,500.00
0094277	10/15/20	Recon	0205565	The Graphic Edge, LLC	V0137950	10/13/20	B0003608	88.95		88.95
					V0137952	10/13/20	B0003607	208.95		208.95
					V0137953	10/13/20	B0003579	173.56		173.56
					V0137973	10/13/20	B0003603	247.00		247.00
					V0138032	10/14/20	B0003622	856.02		856.02
					V0138033	10/14/20	B0003621	25.49		25.49
								1,599.97		1,599.97
0094278	10/15/20	Recon	0001235	HACU	V0138145	10/15/20	P0009476	1,020.00		1,020.00
								1,020.00		1,020.00
0094279	10/15/20	Recon	0206380	Hands on Labs	V0138129	10/15/20	P0009425	5,904.32		5,904.32
					V0138130	10/15/20	P0009426	11,251.20		11,251.20
								17,155.52		17,155.52
0094280	10/15/20	Recon	0206512	HEPdata	V0138107	10/15/20	P0009455	695.00		695.00
								695.00		695.00
0094281	10/15/20	Recon	0001058	Horizon Screen Print Inc	V0138136	10/15/20	P0009509	835.00		835.00
								835.00		835.00
0094282	10/15/20	Recon	0197706	Johnson Controls Securit	V0138126	10/15/20	B0003510	255.39		255.39

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								255.39		255.39
0094283	10/15/20	Recon	0205906	Juice Vibe Berwyn LLC	V0138131	10/15/20	P0009499	650.00		650.00
					V0138139	10/15/20	P0009519	300.00		300.00
								950.00		950.00
0094284	10/15/20	Recon	0001890	Konica Minolta Bus Solut	V0138042	10/14/20	B0003586	1,641.00		1,641.00
					V0138046	10/14/20	B0003440	7,875.00		7,875.00
								9,516.00		9,516.00
0094285	10/15/20	Recon	0002233	Konica Minolta Premier F	V0138054	10/14/20	B0003441	2,897.00		2,897.00
								2,897.00		2,897.00
0094286	10/15/20	Recon	0002233	Konica Minolta Premier F	V0138055	10/14/20	B0003441	125.17		125.17
								125.17		125.17
0094287	10/15/20	Recon	0002233	Konica Minolta Premier F	V0138056	10/14/20	B0003441	451.00		451.00
								451.00		451.00
0094288	10/15/20	Recon	0002233	Konica Minolta Premier F	V0138057	10/14/20	B0003441	140.00		140.00
								140.00		140.00
0094289	10/15/20	Recon	0001273	Lawson Products Inc	V0137947	10/13/20	B0003644	375.73		375.73
								375.73		375.73
0094290	10/15/20	Outst	0001259	The League for Innovatio	V0138142	10/15/20	P0009461	3,105.00		3,105.00
								3,105.00		3,105.00
0094291	10/15/20	Recon	0001763	Mecor, Inc.	V0137975	10/13/20	B0003482	222.00		222.00
					V0137976	10/13/20	B0003482	335.42		335.42
								557.42		557.42
0094292	10/15/20	Recon	0001289	Menards	V0137992	10/14/20	B0003463	240.81		240.81
					V0137993	10/14/20	B0003463	44.99		44.99
								285.80		285.80
0094293	10/15/20	Recon	0182207	Mesirow Insurance Servic	V0138044	10/14/20	B0003574	11,250.00		11,250.00
								11,250.00		11,250.00

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0094294	10/15/20	Recon	0001093	MIDCO Inc	V0138035	10/14/20	B0003436	95.00		95.00
					V0138058	10/14/20	B0003436	95.00		95.00
								190.00		190.00
0094295	10/15/20	Recon	0001159	Napa Chicago/South Harle	V0138070	10/14/20	B0003643	17.24		17.24
					V0138091	10/15/20	B0003643	5.58		5.58
					V0138092	10/15/20	B0003643	75.59-		-75.59
					V0138093	10/15/20	B0003643	163.48		163.48
								110.71		110.71
0094296	10/15/20	Recon	0001110	National League for Nurs	V0138048	10/14/20	P0009495	250.00		250.00
								250.00		250.00
0094297	10/15/20	Recon	0203073	New England Flag and Ban	V0138127	10/15/20	P0009502	7,806.98		7,806.98
								7,806.98		7,806.98
0094298	10/15/20	Recon	0001529	New Pocket Nurse	V0138097	10/15/20	P0009434	922.47		922.47
					V0138098	10/15/20		150.00-		-150.00
								772.47		772.47
0094299	10/15/20	Recon	0199908	Occupational Health Cent	V0138095	10/15/20	B0003472	785.00		785.00
								785.00		785.00
0094300	10/15/20	Recon	0002406	Paisans Pizza	V0138105	10/15/20	P0009485	178.02		178.02
								178.02		178.02
0094301	10/15/20	Recon	0001131	Phi Theta Kappa	V0138148	10/15/20	P0009508	65.00		65.00
					V0138149	10/15/20	P0009508	65.00		65.00
								130.00		130.00
0094302	10/15/20	Recon	0205854	Quest Events LLC	V0138122	10/15/20	P0009450	2,186.40		2,186.40
								2,186.40		2,186.40
0094303	10/15/20	Recon	0001835	Ray O'Herron Co. of Oakb	V0137970	10/13/20	B0003499	121.94		121.94
					V0137971	10/13/20	B0003499	403.46		403.46
								525.40		525.40
0094304	10/15/20	Recon	0002775	Region IV Treasurer, NJC	V0138109	10/15/20	P0009463	125.00		125.00
								125.00		125.00

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0094305	10/15/20	Recon	0002775	Region IV Treasurer, NJC	V0138108	10/15/20	P0009462	45.00		45.00
								45.00		45.00
0094306	10/15/20	Recon	0002411	Republic Services #551	V0137969	10/13/20	B0003432	4,515.27		4,515.27
								4,515.27		4,515.27
0094307	10/15/20	Recon	0008186	Richland Community Colle	V0138124	10/15/20	P0009506	1,125.00		1,125.00
								1,125.00		1,125.00
0094308	10/15/20	Recon	0001967	Shaw Media	V0138050	10/14/20	B0003534	1,099.00		1,099.00
								1,099.00		1,099.00
0094309	10/15/20	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
0094310	10/15/20	Recon	0001156	Smithereen Exterminating	V0138052	10/14/20	B0003437	170.00		170.00
								170.00		170.00
0094311	10/15/20	Recon	0158956	Sound Incorporated	V0138103	10/15/20	P0009478	403.00		403.00
					V0138152	10/15/20	P0009521	403.00		403.00
					V0138153	10/15/20	P0009521	1,235.50		1,235.50
								2,041.50		2,041.50
0094312	10/15/20	Recon	0001107	Symmetry Energy Solution	V0137972	10/13/20	B0003461	3,740.00		3,740.00
								3,740.00		3,740.00
0094313	10/15/20	Recon	0183297	TASB, Inc	V0138140	10/15/20	P0009459	4,000.00		4,000.00
								4,000.00		4,000.00
0094314	10/15/20	Recon	0036650	Richard Waszak	V0138151	10/15/20	P0009523	2,065.00		2,065.00
								2,065.00		2,065.00
0094315	10/15/20	Recon	0001406	Wex Bank	V0138060	10/14/20	B0003488	1,152.12		1,152.12
								1,152.12		1,152.12
0094316	10/15/20	Outst	0001406	Wex Bank	V0138004	10/14/20	B0003632	236.03		236.03
					V0138005	10/14/20	B0003632	67.19-		-67.19
								168.84		168.84

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0094317	10/15/20	Recon	0195966	WMAQ CFS Lockbox	V0138118	10/15/20	P0009474	2,550.00		2,550.00
					V0138119	10/15/20	P0009475	5,525.00		5,525.00
					V0138120	10/15/20	P0009477	2,762.50		2,762.50
								10,837.50		10,837.50
0094318	10/15/20	Recon	0194916	Wright Advertising Corp	V0138115	10/15/20	P0009471	14,200.00		14,200.00
								14,200.00		14,200.00
0094319	10/15/20	Recon	0195965	WSNS CFS Lockbox	V0138116	10/15/20	P0009472	2,550.00		2,550.00
					V0138117	10/15/20	P0009473	1,700.00		1,700.00
								4,250.00		4,250.00
0094320	10/15/20	Recon	0177607	YBP Library Services	V0138043	10/14/20	B0003582	140.90		140.90
								140.90		140.90
0094321	10/15/20	Recon	0201761	Zoom Video Communication	V0138137	10/15/20	P0009520	84.19		84.19
								84.19		84.19
0094322	10/15/20	Recon	0196370	FHEG Morton College Book	V0138071	10/14/20		24,529.11		24,529.11
								24,529.11		24,529.11
0094323	10/15/20	Recon	0156097	ACI Payments, Inc.	V0137963	10/13/20		1,820.58		1,820.58
								1,820.58		1,820.58
0094324	10/15/20	Recon	0166671	Ms. Cara A. Bonick	V0137986	10/14/20		295.00		295.00
								295.00		295.00
0094325	10/15/20	Outst	0205799	Christopher Buechner	V0138009	10/14/20		90.00		90.00
								90.00		90.00
0094326	10/15/20	Recon	0001895	Delta Dental of Illinois	V0137920	10/09/20		9,946.22		9,946.22
					V0137921	10/09/20		934.66		934.66
								10,880.88		10,880.88
0094327	10/15/20	Outst	0202383	Flexible Benefit Service	V0137980	10/14/20		330.00		330.00
								330.00		330.00
0094328	10/15/20	Recon	0205874	Nolan McKenna	V0136269	09/22/20		1,500.00		1,500.00

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								1,500.00		1,500.00
0094329	10/15/20	Void	0200664	Paul A. Netzel						
0094330	10/15/20	Recon	0001909	Reliance Standard Life I	V0137918	10/09/20		7,782.29		7,782.29
								7,782.29		7,782.29
0094331	10/15/20	Recon	0000925	Mr. Juan A. Rivera	V0137922	10/09/20		216.99		216.99
								216.99		216.99
0094332	10/15/20	Recon	0003089	Mr. Bradley J. Sleeth	V0135973	09/10/20		2,000.00		2,000.00
					V0137959	10/13/20		766.00		766.00
					V0137961	10/13/20		60.00		60.00
					V0137964	10/13/20		61.21		61.21
					V0137965	10/13/20		39.38		39.38
								2,926.59		2,926.59
0094333	10/15/20	Recon	0205744	Thaddeus M. Slowik, III	V0137946	10/13/20		400.00		400.00
					V0138006	10/14/20		350.00		350.00
					V0138010	10/14/20		208.57		208.57
								958.57		958.57
0094334	10/15/20	Recon	0001161	State Univ Retirement Sy	V0138165	10/15/20		5,928.80		5,928.80
								5,928.80		5,928.80
0094335	10/15/20	Recon	0001327	Vision Service Plan	V0137919	10/09/20		1,926.21		1,926.21
								1,926.21		1,926.21
0094353	10/22/20	Recon	0188213	First Midwest Bank	V0138199	10/22/20	P0009511	216.00		216.00
					V0138200	10/22/20	B0003535	118.47		118.47
					V0138201	10/22/20	P0009539	26.89		26.89
					V0138202	10/22/20	P0009382	109.00-		-109.00
					V0138203	10/22/20	P0009382	498.00		498.00
					V0138204	10/22/20	P0009515	149.21		149.21
					V0138205	10/22/20	P0009394	240.00		240.00
					V0138206	10/22/20	P0009516	105.19		105.19
					V0138207	10/22/20	B0003612	351.00		351.00
					V0138208	10/22/20	P0009538	212.37		212.37
					V0138210	10/22/20	P0009398	558.25		558.25
					V0138211	10/22/20	B0003613	780.00		780.00
					V0138212	10/22/20	P0009420	480.00		480.00
					V0138213	10/22/20	P0009422	2,280.00		2,280.00
					V0138215	10/22/20	P0009517	45.00		45.00
					V0138216	10/22/20	P0009513	99.66		99.66

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					V0138217	10/22/20	B0003434	20.00		20.00
					V0138218	10/22/20	P0009518	246.05		246.05
					V0138219	10/22/20	B0003536	26.70		26.70
					V0138220	10/22/20	B0003551	19.99		19.99
					V0138221	10/22/20	P0009526	1,367.76		1,367.76
								7,731.54		7,731.54
0094354	10/23/20	Outst	0205799	Christopher Buechner	V0138184	10/20/20		89.55		89.55
								89.55		89.55
0094355	10/23/20	Outst	0204185	Sherie L. DeDore	V0138186	10/20/20		500.00		500.00
								500.00		500.00
0094356	10/23/20	Outst	0197670	Mrs. Leslie Graham	V0138172	10/19/20		57.42		57.42
								57.42		57.42
0094357	10/23/20	Recon	0002912	Mr. Joseph Imburgia	V0138197	10/21/20		259.79		259.79
								259.79		259.79
0094358	10/23/20	Outst	0169153	Ms. Amy L. Kinney	V0138167	10/16/20		27.58		27.58
								27.58		27.58
0094359	10/23/20	Outst	0002467	Jered D. Montgomery	V0137984	10/14/20		16.34		16.34
								16.34		16.34
0094360	10/23/20	Outst	0200479	Corina Plascencia	V0138170	10/16/20		500.00		500.00
								500.00		500.00
0094361	10/23/20	Recon	0206543	Angela A. Rice	V0136488	09/28/20		900.00		900.00
								900.00		900.00
0094362	10/23/20	Outst	0205744	Thaddeus M. Slowik, III	V0138161	10/15/20		944.20		944.20
								944.20		944.20
0094363	10/23/20	Outst	0001161	State Univ Retirement Sy	V0138182	10/20/20		14,928.07		14,928.07
								14,928.07		14,928.07
0094368	10/28/20	Recon	0205866	Party People Entertainme	V0138386	10/28/20	B0003588	3,800.00		3,800.00
								3,800.00		3,800.00

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0094369	10/29/20	Outst	0202517	Mr. Diego U. Aleman Sant	V0138333	10/26/20		46.48		46.48
								46.48		46.48
0094370	10/29/20	Outst	0047473	Jaime M. Diaz	V0138352	10/27/20		833.34		833.34
								833.34		833.34
0094371	10/29/20	Outst	0205722	Ms. Carla J. Fortuna	V0138363	10/27/20		150.94		150.94
								150.94		150.94
0094372	10/29/20	Outst	0000724	Dr. Brian R. Gilligan	V0138193	10/21/20		66.99		66.99
								66.99		66.99
0094373	10/29/20	Outst	0137499	Pedro Guardian	V0138348	10/27/20		833.34		833.34
								833.34		833.34
0094374	10/29/20	Outst	0206558	Ryan A. Gyrion	V0138340	10/26/20		1,500.00		1,500.00
								1,500.00		1,500.00
0094375	10/29/20	Outst	0172876	Ms Heidi M. Lundquist	V0138198	10/22/20		31.92		31.92
								31.92		31.92
0094376	10/29/20	Outst	0099077	Guadalupe Melo	V0138223	10/22/20		550.00		550.00
								550.00		550.00
0094377	10/29/20	Outst	0141355	Marcelino Melo	V0138224	10/22/20		649.00		649.00
								649.00		649.00
0094378	10/29/20	Outst	0000726	Dr. Jennifer L. Reft	V0138362	10/27/20		38.00		38.00
								38.00		38.00
0094379	10/29/20	Outst	0206557	Bobby D. Roumbos	V0138356	10/27/20		375.00		375.00
								375.00		375.00
0094380	10/29/20	Outst	0206741	Rocco M. Scanza	V0138222	10/22/20		2,550.00		2,550.00
								2,550.00		2,550.00
0094440	10/30/20	Outst	0001375	AXA Equitable Equi-Vest	V0138488	10/30/20		2,106.00		2,106.00

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								2,106.00		2,106.00
0094441	10/30/20	Outst	0177469	Bright Start College Sav	V0138489	10/30/20		100.00		100.00
								100.00		100.00
0094442	10/30/20	Outst	0001422	CCCTU-Cope Fund	V0138490	10/30/20		132.00		132.00
								132.00		132.00
0094443	10/30/20	Outst	0001374	College & University Cre	V0138492	10/30/20		200.00		200.00
								200.00		200.00
0094444	10/30/20	Outst	0001371	Colonial Life & Accident	V0138493	10/30/20		12.00		12.00
								12.00		12.00
0094445	10/30/20	Outst	0160763	Illinois Education Assoc	V0138495	10/30/20		451.55		451.55
								451.55		451.55
0094446	10/30/20	Outst	0191845	Metropolitan Alliance of	V0138496	10/30/20		269.00		269.00
								269.00		269.00
0094447	10/30/20	Outst	0101061	Morton College Faculty	V0138491	10/30/20		91.74		91.74
								91.74		91.74
0094448	10/30/20	Outst	0001372	Morton College Teachers	V0138498	10/30/20		1,736.91		1,736.91
								1,736.91		1,736.91
0094449	10/30/20	Outst	0001372	Morton College Teachers	V0138497	10/30/20		3,026.39		3,026.39
								3,026.39		3,026.39
0094450	10/30/20	Outst	0001513	SEIU Local 73 Cope	V0138499	10/30/20		9.00		9.00
								9.00		9.00
0094451	10/30/20	Outst	0001373	Service Employees Intl U	V0138500	10/30/20		457.81		457.81
								457.81		457.81
0094452	10/30/20	Outst	0001563	State Disbursement Unit	V0138501	10/30/20		50.00		50.00
					V0138502	10/30/20		72.50		72.50
								122.50		122.50

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0094453	10/30/20	Outst	0001161	State Univ Retirement Sy	V0138503	10/30/20		73,610.72		73,610.72
								73,610.72		73,610.72
0094454	10/30/20	Outst	0001370	TIAA-CREF	V0138494	10/30/20		750.00		750.00
					V0138504	10/30/20		2,857.14		2,857.14
								3,607.14		3,607.14
0094455	10/30/20	Outst	0001376	VALIC	V0138505	10/30/20		2,223.55		2,223.55
								2,223.55		2,223.55
0094456	10/30/20	Outst	0179876	Voya Retirement Insuranc	V0138506	10/30/20		1,184.28		1,184.28
								1,184.28		1,184.28
0094457	10/30/20	Outst	0169531	A.N.S., Inc.	V0138419	10/29/20	B0003665	1,998.00		1,998.00
								1,998.00		1,998.00
0094458	10/30/20	Outst	0196815	Advance Auto Parts	V0138325	10/26/20	B0003660	36.48		36.48
								36.48		36.48
0094459	10/30/20	Outst	0000962	Airgas USA, LLC	V0138535	10/30/20	P0009421	18,544.88		18,544.88
								18,544.88		18,544.88
0094460	10/30/20	Outst	0206735	All Pro Truck Driving Sc	V0138538	10/30/20	P0009558	14,577.50		14,577.50
								14,577.50		14,577.50
0094461	10/30/20	Outst	0190802	All-Types Elevators Inc	V0138239	10/26/20	B0003454	665.00		665.00
								665.00		665.00
0094462	10/30/20	Outst	0190802	All-Types Elevators Inc	V0138238	10/26/20	B0003454	665.00		665.00
								665.00		665.00
0094463	10/30/20	Outst	0188188	Amazon Capital Services	V0138243	10/26/20	B0003555	27.50		27.50
					V0138385	10/28/20	B0003568	782.08		782.08
					V0138428	10/29/20	B0003556	515.37		515.37
					V0138430	10/29/20	P0009529	35.50		35.50
					V0138445	10/29/20	P0009531	217.84		217.84
					V0138448	10/29/20	B0003555	104.50		104.50
					V0138449	10/29/20	B0003659	92.00		92.00
					V0138452	10/29/20	P0009505	698.00		698.00
					V0138524	10/30/20	P0009540	134.18		134.18

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					V0138527	10/30/20	P0009483	278.92		278.92
								2,885.89		2,885.89
0094464	10/30/20	Outst	0000981	American Library Associa	V0138546	10/30/20	P0009449	870.00		870.00
								870.00		870.00
0094465	10/30/20	Outst	0001681	Amerigas	V0138439	10/29/20	B0003658	89.93		89.93
								89.93		89.93
0094466	10/30/20	Outst	0001490	Arc One Electric	V0138242	10/26/20	B0003663	750.00		750.00
								750.00		750.00
0094467	10/30/20	Outst	0183556	Athletico	V0138521	10/30/20	P0009547	25,083.33		25,083.33
								25,083.33		25,083.33
0094468	10/30/20	Outst	0001466	CAIRS	V0138435	10/29/20	P0009510	742.00		742.00
								742.00		742.00
0094469	10/30/20	Outst	0206652	Cajan Laundry II, LLC	V0138433	10/29/20	P0009514	180.60		180.60
								180.60		180.60
0094470	10/30/20	Outst	0007998	Cassidy Tire & Service	V0138516	10/30/20	B0003452	392.89		392.89
								392.89		392.89
0094471	10/30/20	Outst	0001593	CDW-Government, Inc	V0138450	10/29/20	P0009480	3,809.52		3,809.52
					V0138526	10/30/20	P0009414	9,698.22		9,698.22
					V0138537	10/30/20	P0009453	745.58		745.58
								14,253.32		14,253.32
0094472	10/30/20	Outst	0001713	Cicero Landscape Inc.	V0138240	10/26/20	B0003450	300.00		300.00
					V0138241	10/26/20	B0003450	300.00		300.00
								600.00		600.00
0094473	10/30/20	Outst	0001195	Cintas Corporation	V0138458	10/29/20	B0003462	196.27		196.27
					V0138459	10/29/20	B0003486	132.13		132.13
								328.40		328.40
0094474	10/30/20	Outst	0001195	Cintas Corporation	V0138323	10/26/20	B0003438	152.06		152.06
					V0138416	10/29/20	B0003438	152.06		152.06

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					V0138513	10/30/20	B0003438	152.06		152.06
								456.18		456.18
0094475	10/30/20	Outst	0001485	Citibank, N.A.	V0138431	10/29/20	P0009437	632.03		632.03
					V0138432	10/29/20	P0009525	80.21		80.21
								712.24		712.24
0094476	10/30/20	Outst	0001752	Comcast	V0138326	10/26/20	B0003467	44.08		44.08
					V0138327	10/26/20	B0003466	6.30		6.30
					V0138376	10/28/20	B0003466	183.35		183.35
								233.73		233.73
0094477	10/30/20	Outst	0205064	Correct Digital Displays	V0138519	10/30/20	P0009553	12,497.50		12,497.50
					V0138520	10/30/20	P0009557	1,430.00		1,430.00
					V0138542	10/30/20	P0009561	55,227.50		55,227.50
					V0138544	10/30/20	P0009566	8,500.00		8,500.00
								77,655.00		77,655.00
0094478	10/30/20	Outst	0205020	DiaMedical USA Equipment	V0138471	10/29/20	P0009236	16,470.00		16,470.00
					V0138528	10/30/20	P0009446	798.62		798.62
					V0138532	10/30/20	P0009400	1,432.00		1,432.00
								18,700.62		18,700.62
0094479	10/30/20	Outst	0000989	Dick Blick	V0138454	10/29/20	B0003542	184.94		184.94
					V0138455	10/29/20	B0003537	0.91		0.91
					V0138456	10/29/20	B0003548	233.06		233.06
					V0138476	10/29/20	B0003542	11.54		11.54
					V0138477	10/29/20	B0003541	11.54		11.54
					V0138478	10/29/20	B0003537	77.11		77.11
					V0138479	10/29/20	B0003541	11.54		11.54
					V0138480	10/29/20	B0003541	11.54		11.54
					V0138481	10/29/20	B0003540	11.54		11.54
					V0138482	10/29/20	B0003540	11.54		11.54
					V0138483	10/29/20	B0003541	11.54		11.54
					V0138484	10/29/20	B0003540	11.54		11.54
					V0138485	10/29/20	B0003538	4.24		4.24
					V0138486	10/29/20	B0003538	4.24		4.24
					V0138487	10/29/20	B0003538	4.24		4.24
					V0138507	10/30/20	B0003539	4.24		4.24
					V0138508	10/30/20	B0003538	4.24		4.24
					V0138509	10/30/20	B0003542	11.54		11.54
					V0138510	10/30/20	B0003538	4.24		4.24
					V0138511	10/30/20	B0003538	4.24		4.24
								629.56		629.56

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0094480	10/30/20	Outst	0203170	Dulce Mami Cafe	V0138392	10/28/20	P0009139	500.00		500.00
								500.00		500.00
0094481	10/30/20	Outst	0182724	Dyopath LLC	V0138244	10/26/20	B0003445	7,750.00		7,750.00
								7,750.00		7,750.00
0094482	10/30/20	Outst	0197452	ExamSoft Worldwide, Inc.	V0138541	10/30/20	P0009564	13,160.00		13,160.00
					V0138543	10/30/20	P0009567	1,330.00		1,330.00
								14,490.00		14,490.00
0094483	10/30/20	Outst	0001029	Fed Ex	V0138372	10/28/20	B0003527	11.56		11.56
					V0138374	10/28/20	B0003527	24.98		24.98
								36.54		36.54
0094484	10/30/20	Outst	0192360	Fusion Cloud Services, L	V0138418	10/29/20	B0003516	2,514.74		2,514.74
								2,514.74		2,514.74
0094485	10/30/20	Outst	0205972	Gas Plus DBA Buddy Bear	V0138387	10/28/20	B0003573	107.94		107.94
								107.94		107.94
0094486	10/30/20	Outst	0200308	Grant Development & Mana	V0138472	10/29/20	P0009544	7,000.00		7,000.00
								7,000.00		7,000.00
0094487	10/30/20	Outst	0205565	The Graphic Edge, LLC	V0138232	10/23/20	B0003641	5,746.22		5,746.22
					V0138233	10/23/20	B0003637	1,742.40		1,742.40
					V0138389	10/28/20	B0003637	347.09		347.09
					V0138457	10/29/20	B0003638	433.81		433.81
					V0138461	10/29/20	B0003638	1,424.41		1,424.41
					V0138462	10/29/20	B0003639	215.99		215.99
					V0138463	10/29/20	B0003637	22.00		22.00
					V0138464	10/29/20	B0003640	603.46		603.46
					V0138465	10/29/20	B0003637	457.35		457.35
					V0138466	10/29/20	B0003637	1,762.45		1,762.45
					V0138473	10/29/20	B0003637	937.00		937.00
					V0138474	10/29/20	P0009454	1,182.50		1,182.50
					V0138475	10/29/20	B0003637	2,700.32		2,700.32
								17,575.00		17,575.00
0094488	10/30/20	Outst	0206736	Ink Your Wear, Inc.	V0138536	10/30/20	P0009549	637.50		637.50
								637.50		637.50

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0094489	10/30/20	Void	0001775	Jostens						
0094490	10/30/20	Outst	0001890	Konica Minolta Bus Solut	V0138427	10/29/20	B0003440	49.99		49.99
					V0138460	10/29/20	B0003440	1,053.93		1,053.93
								1,103.92		1,103.92
0094491	10/30/20	Outst	0002233	Konica Minolta Premier F	V0138328	10/26/20	B0003441	197.00		197.00
								197.00		197.00
0094492	10/30/20	Outst	0002233	Konica Minolta Premier F	V0138329	10/26/20	B0003441	777.63		777.63
								777.63		777.63
0094493	10/30/20	Outst	0002233	Konica Minolta Premier F	V0138330	10/26/20	B0003441	179.40		179.40
								179.40		179.40
0094494	10/30/20	Outst	0200688	The Lincoln Electric Com	V0138525	10/30/20	P0009435	1,979.58		1,979.58
								1,979.58		1,979.58
0094495	10/30/20	Outst	0204562	Lo Destro Construction C	V0138388	10/28/20	B0003572	174,598.03		174,598.03
								174,598.03		174,598.03
0094496	10/30/20	Outst	0002435	MarketLab Inc	V0138512	10/30/20	P0009555	853.75		853.75
								853.75		853.75
0094497	10/30/20	Outst	0003320	Matco Tools	V0138320	10/26/20	P0009136	520.26		520.26
					V0138321	10/26/20	P0009136	113.34		113.34
					V0138322	10/26/20	P0009136	341.03		341.03
								974.63		974.63
0094498	10/30/20	Outst	0001299	McMaster-Carr	V0138440	10/29/20	B0003657	21.22		21.22
					V0138441	10/29/20	B0003657	64.34		64.34
					V0138522	10/30/20	P0009543	667.78		667.78
								753.34		753.34
0094499	10/30/20	Outst	0001763	Mecor, Inc.	V0138380	10/28/20	B0003482	99.22		99.22
								99.22		99.22
0094500	10/30/20	Outst	0206048	Mobile Beacon	V0138547	10/30/20	P0009385	1,290.00		1,290.00
								1,290.00		1,290.00

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0094501	10/30/20	Outst	0001529	New Pocket Nurse	V0138453	10/29/20	P0009443	110.67		110.67
					V0138533	10/30/20	P0009380	189.81		189.81
								300.48		300.48
0094502	10/30/20	Outst	0001617	O.C. Tanner	V0138235	10/23/20	B0003661	261.82		261.82
					V0138236	10/23/20	B0003661	266.18		266.18
					V0138237	10/23/20	B0003661	291.83		291.83
								819.83		819.83
0094503	10/30/20	Outst	0199908	Occupational Health Cent	V0138331	10/26/20	B0003472	628.00		628.00
					V0138332	10/26/20	B0003472	1,099.00		1,099.00
					V0138364	10/28/20	B0003472	157.00		157.00
					V0138421	10/29/20	B0003472	157.00		157.00
								2,041.00		2,041.00
0094504	10/30/20	Outst	0001122	Office Depot	V0138540	10/30/20	P0009481	1,199.97		1,199.97
								1,199.97		1,199.97
0094505	10/30/20	Outst	0002406	Paisans Pizza	V0138423	10/29/20	P0009494	26.10		26.10
					V0138424	10/29/20	P0009492	116.58		116.58
								142.68		142.68
0094506	10/30/20	Outst	0001894	Par Code Symbology Inc	V0138451	10/29/20	P0009466	587.00		587.00
								587.00		587.00
0094507	10/30/20	Outst	0206025	Praxair Distribution, In	V0138529	10/30/20	P0009389	2,008.00		2,008.00
					V0138530	10/30/20	P0009389	19,932.00		19,932.00
								21,940.00		21,940.00
0094508	10/30/20	Outst	0206685	Rainmakers Irrigation &	V0138534	10/30/20	P0009533	24,500.00		24,500.00
								24,500.00		24,500.00
0094509	10/30/20	Outst	0001835	Ray O'Herron Co. of Oakb	V0138379	10/28/20	B0003499	338.00		338.00
								338.00		338.00
0094510	10/30/20	Outst	0001742	Scout Electric Supply Co	V0138390	10/28/20	B0003451	368.95		368.95
								368.95		368.95
0094511	10/30/20	Outst	0196722	Sense Media LLC	V0138425	10/29/20	P0009493	1,370.25		1,370.25
								1,370.25		1,370.25

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0094512	10/30/20	Outst	0001456	Sentry Therapy Systems I	V0138539	10/30/20	P0009496	360.28		360.28
								360.28		360.28
0094513	10/30/20	Outst	0182899	Sherwin Williams	V0138231	10/23/20	B0003453	127.48		127.48
								127.48		127.48
0094514	10/30/20	Outst	0204552	Specialty Stitches	V0138422	10/29/20	B0003616	3,265.60		3,265.60
					V0138426	10/29/20	P0009503	3,329.80		3,329.80
								6,595.40		6,595.40
0094515	10/30/20	Outst	0157227	Staples Advantage	V0138434	10/29/20	P0009527	92.73		92.73
					V0138469	10/29/20	B0003668	29.88		29.88
					V0138470	10/29/20	B0003668	26.99		26.99
					V0138514	10/30/20	B0003645	40.99		40.99
					V0138515	10/30/20	B0003645	194.62		194.62
								385.21		385.21
0094516	10/30/20	Outst	0001165	Swank Motion Pictures In	V0138517	10/30/20	P0009346	525.00		525.00
					V0138545	10/30/20	P0009347	525.00		525.00
								1,050.00		1,050.00
0094517	10/30/20	Outst	0155715	Technology Management Re	V0138377	10/28/20	B0003442	1,141.05		1,141.05
								1,141.05		1,141.05
0094518	10/30/20	Outst	0001882	Thyssenkrupp Elevator	V0138420	10/29/20	B0003664	2,405.25		2,405.25
								2,405.25		2,405.25
0094519	10/30/20	Outst	0195893	Traco Medical Incorporat	V0138446	10/29/20	P0009378	931.00		931.00
					V0138447	10/29/20	P0009445	991.11		991.11
								1,922.11		1,922.11
0094520	10/30/20	Outst	0206686	Van's Enterprises Ltd	V0138467	10/29/20	P0009535	42,884.00		42,884.00
								42,884.00		42,884.00
0094521	10/30/20	Outst	0000974	Verizon Wireless	V0138373	10/28/20	B0003431	28.92		28.92
								28.92		28.92
0094522	10/30/20	Outst	0001824	Waukegan Roofing Co., In	V0138391	10/28/20	B0003559	1,325.00		1,325.00
								1,325.00		1,325.00

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0094523	10/30/20	Outst	0206041	Welding Industrial Suppl	V0138518 V0138523	10/30/20 10/30/20	P0009482 P0009482	88.11 86.96		88.11 86.96
								175.07		175.07
0094524	10/30/20	Outst	0166312	Wells Fargo Equiptment F	V0138234	10/23/20	B0003444	1,248.00		1,248.00
								1,248.00		1,248.00
0094525	10/30/20	Outst	0165989	Westworx Limited	V0138442 V0138443	10/29/20 10/29/20	B0003654 B0003653	695.00 670.00		695.00 670.00
								1,365.00		1,365.00
0094526	10/30/20	Outst	0201761	Zoom Video Communication	V0138402 V0138410 V0138417	10/29/20 10/29/20 10/29/20	B0003667 B0003667 B0003667	621.37 5,130.00 105.74		621.37 5,130.00 105.74
								5,857.11		5,857.11
0094527	10/30/20	Outst	0001775	Jostens	V0136429 V0138365 V0138366 V0138367 V0138368 V0138369 V0138371 V0138378	09/25/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20 10/28/20		2,462.85- 9.16 122.94 20.49 40.98 2,212.92 18.32 220.00		-2,462.85 9.16 122.94 20.49 40.98 2,212.92 18.32 220.00
								181.96		181.96
E0007212	10/01/20	Outst	0200047	Mr. Carissa Davis	V0136261	09/22/20		194.00		194.00
								194.00		194.00
E0007213	10/01/20	Outst	0190883	Ms. Sally Delgado	V0136514	09/28/20		211.81		211.81
								211.81		211.81
E0007214	10/01/20	Outst	0079155	Dr. Stanley S. Fields	V0136577	09/29/20		349.90		349.90
								349.90		349.90
E0007215	10/01/20	Outst	0000931	Mr. Juan M. Franco	V0136495	09/28/20		32.99		32.99
								32.99		32.99
E0007216	10/01/20	Outst	0201847	Dr. Alison Gehrke	V0136519	09/29/20		1,722.00		1,722.00
								1,722.00		1,722.00

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E0007217	10/01/20	Outst	0107686	Mrs. Blanca E. Jara	V0136489	09/28/20		792.00		792.00
								792.00		792.00
E0007218	10/01/20	Outst	0056628	Mr. Daniel B. Roman	V0136497	09/28/20		72.07		72.07
								72.07		72.07
E0007219	10/01/20	Outst	0201530	Matthew E. Saey	V0135935	09/09/20		2,000.00		2,000.00
								2,000.00		2,000.00
E0007220	10/01/20	Outst	0181767	Ms Maria Sanchez Anderso	V0136567	09/29/20		260.91		260.91
								260.91		260.91
E0007221	10/01/20	Outst	0200456	Alyssa Serewicz	V0136515	09/28/20		1,500.00		1,500.00
								1,500.00		1,500.00
E0007222	10/01/20	Outst	0201801	Michael R. Traversa	V0136471	09/28/20		1,540.00		1,540.00
								1,540.00		1,540.00
E0007223	10/01/20	Outst	0158266	Mr. Christopher J. Wido	V0136479	09/28/20		903.98		903.98
								903.98		903.98
E0007523	10/08/20	Outst	0000799	Ms Marlana Avalos-Thomps	V0137301	10/02/20		2,147.11		2,147.11
								2,147.11		2,147.11
E0007524	10/08/20	Outst	0190883	Ms. Sally Delgado	V0137302	10/02/20		69.49		69.49
					V0137303	10/02/20		108.67		108.67
								178.16		178.16
E0007525	10/08/20	Outst	0181335	Jessica Bianca B. Guerra	V0136414	09/25/20		171.00		171.00
								171.00		171.00
E0007526	10/08/20	Outst	0061134	Mrs. Jennifer R. Iniquez	V0137316	10/07/20		80.00		80.00
								80.00		80.00
E0007527	10/08/20	Outst	0107686	Mrs. Blanca E. Jara	V0136638	10/01/20		62.45		62.45
					V0136639	10/01/20		192.05		192.05
								254.50		254.50

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E0007528	10/08/20	Outst	0156123	Mrs. Nancy N. Jeffries	V0137313	10/06/20		159.11		159.11
								159.11		159.11
E0007529	10/08/20	Outst	0017224	Ms Gabriela Mata	V0137317	10/07/20		455.00		455.00
					V0137400	10/07/20		785.00		785.00
								1,240.00		1,240.00
E0007573	10/14/20	Outst	0122174	Derek W. Dominick	V0138062	10/14/20	P0009524	1,540.00		1,540.00
								1,540.00		1,540.00
E0007574	10/15/20	Outst	0199309	Jason Nichols Enterprise	V0138101	10/15/20	P0009504	5,000.00		5,000.00
								5,000.00		5,000.00
E0007578	10/15/20	Outst	0192110	Mrs. Joanna M. Martin	V0137915	10/08/20		98.47		98.47
								98.47		98.47
E0007579	10/15/20	Outst	0201801	Michael R. Traversa	V0137917	10/09/20		1,276.00		1,276.00
								1,276.00		1,276.00
E0007580	10/15/20	Outst	0190102	Ms. Brandie N. Windham	V0137924	10/09/20		4,736.00		4,736.00
								4,736.00		4,736.00
E0007581	10/16/20	Outst	0201674	Maamoun Hossayrami	V0138169	10/16/20	B0003647	177.09		177.09
								177.09		177.09
E0007582	10/16/20	Outst	0189276	Alicia M. Lugo	V0138168	10/16/20	B0003646	419.32		419.32
								419.32		419.32
E0007591	10/22/20	Outst	0000835	Ms Sandra Alcala	V0138190	10/21/20		425.00		425.00
								425.00		425.00
E0007592	10/22/20	Outst	0190883	Ms. Sally Delgado	V0137925	10/09/20		66.86		66.86
					V0137926	10/09/20		135.79		135.79
					V0137927	10/09/20		14.22		14.22
					V0137929	10/09/20		464.89		464.89
					V0137943	10/13/20		21.50		21.50
					V0137944	10/13/20		328.79		328.79
					V0138064	10/14/20		60.00		60.00
					V0138065	10/14/20		33.00		33.00
					V0138067	10/14/20		346.96		346.96

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					V0138166	10/16/20		309.00		309.00
								1,781.01		1,781.01
E0007593	10/22/20	Outst	0000735	Mr. Steven A. Duhon	V0138196	10/21/20		96.24		96.24
								96.24		96.24
E0007594	10/22/20	Outst	0165694	Dr. Sara E. Helmus	V0138185	10/20/20		149.90		149.90
								149.90		149.90
E0007595	10/22/20	Outst	0107686	Mrs. Blanca E. Jara	V0138164	10/15/20		109.90		109.90
					V0138171	10/16/20		266.31		266.31
								376.21		376.21
E0007596	10/22/20	Outst	0002697	Dr. Keith McLaughlin	V0138159	10/15/20		151.94		151.94
								151.94		151.94
E0007597	10/22/20	Outst	0206101	Kevin W. McManaman	V0136633	09/30/20		1,500.00		1,500.00
								1,500.00		1,500.00
E0007598	10/22/20	Outst	0200664	Paul A. Netzel	V0138162	10/15/20		36.88		36.88
								36.88		36.88
E0007599	10/22/20	Outst	0200701	Mr. John W. Treiber	V0137923	10/09/20		100.35		100.35
								100.35		100.35
E0007600	10/22/20	Outst	0000808	Ms. Marisol Velazquez	V0138173	10/19/20		198.00		198.00
								198.00		198.00
E0007601	10/22/20	Outst	0158266	Mr. Christopher J. Wido	V0138174	10/20/20		487.56		487.56
								487.56		487.56
E0007602	10/29/20	Outst	0190970	Mr. Stanley N. Boateng	V0138336	10/26/20		1,375.00		1,375.00
								1,375.00		1,375.00
E0007603	10/29/20	Outst	0190883	Ms. Sally Delgado	V0138187	10/20/20		10.20		10.20
					V0138188	10/20/20		80.25		80.25
					V0138189	10/21/20		54.67		54.67
					V0138194	10/21/20		134.70		134.70
								279.82		279.82

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E0007604	10/29/20	Outst	0206101	Kevin W. McManaman	V0138183	10/20/20		3,000.00		3,000.00
								3,000.00		3,000.00
E0007605	10/29/20	Outst	0201530	Matthew E. Saey	V0135936	09/09/20		2,000.00		2,000.00
								2,000.00		2,000.00
E0007606	10/29/20	Outst	0204533	Ms. Mariam Samarah	V0138225	10/23/20		500.00		500.00
								500.00		500.00
E0007607	10/29/20	Outst	0201801	Michael R. Traversa	V0138324	10/26/20		1,408.00		1,408.00
								1,408.00		1,408.00
E0007608	10/29/20	Outst	0200701	Mr. John W. Treiber	V0138334	10/26/20		93.21		93.21
					V0138335	10/26/20		105.49		105.49
								198.70		198.70
E0007609	10/29/20	Outst	0158266	Mr. Christopher J. Wido	V0138226	10/23/20		984.30		984.30
					V0138344	10/27/20		1,125.00		1,125.00
								2,109.30		2,109.30
E0007633	10/29/20	Outst	0122174	Derek W. Dominick	V0138438	10/29/20	P0009563	1,540.00		1,540.00
								1,540.00		1,540.00
E0007634	10/29/20	Outst	0201674	Maamoun Hossayrami	V0138436	10/29/20	B0003647	177.09		177.09
								177.09		177.09
E0007635	10/29/20	Outst	0189276	Alicia M. Lugo	V0138437	10/29/20	B0003646	419.32		419.32
								419.32		419.32
								=====	=====	=====
								1,412,558.33		1,412,558.33

04 Nov 2020
15:51

CHECK REGISTER SUMMARY REPORT
Period 10/01/2020 - 10/31/2020

Page 30

Bank Code	Account Number	Description	Debit	Credit
-----	-----	-----	-----	-----
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,412,558.33	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,412,558.33
			-----	-----
			1,412,558.33	1,412,558.33

**Morton College
Over 10K Report
October 2020**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Airgas USA, LLC	10/30/2020	0094459	EXEMPT	\$18,544.88	Welder Power MIG
ALL Construction Group	10/15/2020	0094243	2/26/2020	\$96,841.80	Welding Lab
ALL Construction Group	10/15/2020	0094243	4/2/2020	\$97,402.50	Toilet Upgrades App 4
All Pro Truck Driving School LLC	10/30/2020	0094460	6/26/2020	\$14,577.50	student registrat Oct2020
Amazon Capital Services	10/15/2020	0094245	9/23/2020	\$43,782.26	Purchase 102 labtops
Amazon Capital Services	10/30/2020	0094463	EXEMPT	\$2,885.89	70PCS Terminal rmoval too
Athletico	10/30/2020	0094467	7/22/2020	\$25,083.33	Athletic Training Service
BKD, LLP	10/15/2020	0094252	5/27/2020	\$36,140.00	Audit Services
CDW-Government, Inc	10/15/2020	0094255	EXEMPT	\$2,205.96	Microsoft Surface Laptop
CDW-Government, Inc	10/30/2020	0094471	EXEMPT	\$14,253.32	Fortinet Coterm Renewal
ComEd	10/15/2020	0094260	EXEMPT	\$11,562.81	Electricity Services
Correct Digital Displays, Inc.	10/30/2020	0094477	8/26/2020	\$77,655.00	Gym Scoreboard
Del Galdo Law Group, LLC	10/15/2020	0094262	EXEMPT	\$17,664.50	Attorney Services
Delta Dental of Illinois	10/1/2020	0093610	EXEMPT	\$10,422.96	Delta Dental HMO
Delta Dental of Illinois	10/15/2020	0094326	EXEMPT	\$10,880.88	Delta Dental October HMO
DiaMedical USA Equipment LLC	10/30/2020	0094478	5/27/2020	\$18,700.62	10ml luer lock Syringes
Dyopath LLC	10/15/2020	0094265	1/23/2019	\$7,750.00	network Monitoring
Dyopath LLC	10/30/2020	0094481	1/23/2019	\$7,750.00	Network Monitoring
EverFi, Inc	10/15/2020	0094268	9/23/2020	\$10,450.00	Everfi- training platform
ExamSoft Worldwide, Inc.	10/30/2020	0094482	EXEMPT	\$14,490.00	Examsoft license
FHEG Morton College Bookstore	10/15/2020	0094270	8/26/2020	\$2,841.65	Various Office Supplies
FHEG Morton College Bookstore	10/15/2020	0094322	8/26/2020	\$24,529.11	3rd party billing -
Freepoint Energy Solutions, LLC.	10/15/2020	0094274	10/23/2019	\$22,996.33	Energy Services
Hands on Labs	10/15/2020	0094279	EXEMPT	\$17,155.52	CHEMISTRY 100 LAB KITS
Konica Minolta Bus Solut	10/15/2020	0094284	EXEMPT	\$9,516.00	Maintenance
Konica Minolta Bus Solut	10/30/2020	0094490	EXEMPT	\$1,103.92	Maintenance
Lo Destro Construction Company	10/30/2020	0094495	5/27/2020	\$174,598.03	App 4 Theater Updates
Mesirow Insurance Services, Inc	10/15/2020	0094293	EXEMPT	\$11,250.00	October Quarterly Installm
Praxair Distribution, Inc.	10/30/2020	0094507	8/26/2020	\$21,940.00	WIRE FEEDER FLEXTEC
Rainmakers Irrigation & Maintenance, Inc.	10/30/2020	0094508	EXEMPT	\$24,500.00	Irrigate infield
Signco	10/15/2020	0094309	EXEMPT	\$11,362.50	Build E Panther Deposit
State Univ Retirement Systems	10/15/2020	0094231	EXEMPT	\$69,028.25	Payroll Deductions
State Univ Retirement Systems	10/15/2020	0094334	EXEMPT	\$5,928.80	LINDA MOORE 891299208
State Univ Retirement Systems	10/23/2020	0094363	EXEMPT	\$14,928.07	Ashraf ID#127818 Emp ID74
State Univ Retirement Systems	10/30/2020	0094453	EXEMPT	\$73,610.72	Payroll Deductions
The Graphic Edge	10/15/2020	0094277	7/22/2020	\$1,599.97	20 MC Helmet Decal
The Graphic Edge	10/30/2020	0094487	7/22/2020	\$17,575.00	8" color printed number
Van's Enterprises Ltd	10/30/2020	0094520	7/22/2020	\$42,884.00	Baseball infield & warnin
WMAQ CFS Lockbox	10/15/2020	0094317	EXEMPT	\$10,837.50	NBC5 Ads
Wright Advertising Corp	10/15/2020	0094318	EXEMPT	\$14,200.00	Community benches ads
			Total Paid	1,111,429.58	

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: Board Action - Monthly Budget Report October 31, 2020
Date: Friday, November 6, 2020 11:05:59 AM
Attachments: [MC- OCT 20 BUDGET REPORT.pdf](#)

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING OCTOBER 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
3801 South Central Ave
Cicero, IL 60804
Phone (708) 656-8000 ext 2289
Fax (708) 656-3194*

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Morton Community College
FY21 Budget Report
For 4 Month Ending October 31, 2020



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

33%

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 10,446,497	\$ 26,219,442	39.8%	\$ 15,772,945
Expenditures	(7,413,940)	(26,218,756)	28.3%	(18,804,816)
Net	\$ 3,032,557	\$ 686		\$ (3,031,871)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 1,358,617	\$ 3,610,960	37.6%	\$ 2,252,343
Expenditures	(906,280)	(3,609,557)	25.1%	(2,703,277)
Net	\$ 452,337	\$ 1,403		\$ (450,934)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 3,566,959	\$ 19,594,178	18.2%	\$ 16,027,219
Expenditures	(4,282,774)	(19,594,178)	21.9%	(15,311,404)
Net	\$ (715,815)	\$ -		\$ 715,815
<u>Audit Fund</u>				
Revenue	\$ 23,990	\$ 71,567	33.5%	\$ 47,577
Expenditures	(57,400)	(81,600)	70.3%	(24,200)
Net	\$ (33,410)	\$ (10,033)		\$ 23,377
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ 268,113	\$ 801,734	33.4%	\$ 533,621
Expenditures	(598,088)	(2,336,280)	25.6%	(1,738,192)
Net	\$ (329,975)	\$ (1,534,546)		\$ (1,204,571)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 311,400	\$ 651,529	47.8%	\$ 340,129
Expenditures	-	(645,950)	0.0%	(645,950)
Net	\$ 311,400	\$ 5,579		\$ (305,821)
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 308	\$ 10,483,910	0.0%	\$ 10,483,602
Expenditures	(2,812,067)	(10,483,910)	26.8%	(7,671,843)
Net	\$ (2,811,759)	\$ -		\$ 2,811,759
<u>All Funds</u>				
Revenue	\$ 15,975,884	\$ 61,433,320	26.0%	\$ 45,457,436
Expenditures	(16,070,549)	(62,970,231)	25.5%	\$ (46,899,682)
Net	\$ (94,665)	\$ (1,536,911)		\$ (1,442,246)

EDUCATION FUND REVENUE
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 2,518,295	\$ 7,530,232	33.4%	\$ 5,011,937
Total Local Government	<u>\$ 2,518,295</u>	<u>\$ 7,530,232</u>		<u>\$ 5,011,937</u>
CORPORATE PERSONAL PROPERTY TAXES	\$ 160,284	\$ 650,000	24.7%	\$ 489,716
SURS HEALTH - ON BEHALF PAYMENTS	\$ -	\$ -	0.0%	\$ -
STATE GOVERNMENT				
ICCB credit hour grants	\$ 918,125	\$ 2,314,560	39.7%	\$ 1,396,435
ICCB equalization grants	1,740,015	5,220,045	33.3%	3,480,030
CTE formula grant	83,286	-	0.0%	(83,286)
Total State Government	<u>\$ 2,741,426</u>	<u>\$ 7,534,605</u>		<u>\$ 4,793,179</u>
STUDENT TUITION AND FEES				
Tuition	\$ 4,102,697	\$ 7,947,825	51.6%	\$ 3,845,128
Fees	902,455	2,023,480	44.6%	1,121,025
Total Tuition and Fees	<u>\$ 5,005,152</u>	<u>\$ 9,971,305</u>		<u>\$ 4,966,153</u>
MISCELLANEOUS				
Sales and service fees	\$ 10,732	\$ 253,300	4.2%	\$ 242,568
Investment revenue	10,608	250,000	4.2%	239,392
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	<u>\$ 21,340</u>	<u>\$ 533,300</u>		<u>\$ 511,960</u>
Total Revenue	<u>\$ 10,446,497</u>	<u>\$ 26,219,442</u>	<u>39.8%</u>	\$ 15,772,945
Transfers in	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>
Total Revenue and Transfers in	<u>\$ 10,446,497</u>	<u>\$ 26,219,442</u>	39.8%	<u>\$ 15,772,945</u>

EDUCATION FUND EXPENDITURES
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 2,274,149	\$ 7,393,818	30.8%	\$ 5,119,669
Employee benefits	288,159	762,994	37.8%	474,835
Contractual services	28,577	307,150	9.3%	278,573
Material and supplies	81,968	518,150	15.8%	436,182
Conferences and meetings	768	33,785	2.3%	33,017
Total Instruction	<u>2,673,621</u>	<u>9,015,897</u>	<u>29.7%</u>	<u>6,342,276</u>
Academic Support				
Salaries	422,464	1,595,135	26.5%	1,172,671
Employee benefits	61,842	267,763	23.1%	205,921
Contractual services	220,456	287,000	76.8%	66,544
Material and supplies	74,688	317,970	23.5%	243,282
Conferences and meetings	367	29,340	1.3%	28,973
Fixed charges	18,591	75,000	24.8%	56,409
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	<u>798,408</u>	<u>2,573,208</u>	<u>31.0%</u>	<u>1,774,800</u>
Student Services				
Salaries	552,622	1,804,540	30.6%	1,251,918
Employee benefits	86,677	231,677	37.4%	145,000
Contractual services	35,370	215,000	16.5%	179,630
Material and supplies	23,701	162,550	14.6%	138,849
Conferences and meetings	10,742	76,450	14.1%	65,708
Fixed charges	9,655	19,000	50.8%	9,345
Total Student Services	<u>718,767</u>	<u>2,509,217</u>	<u>28.6%</u>	<u>1,790,450</u>
Public Service/Continuing Education				
Salaries	81,176	328,079	24.7%	246,903
Employee benefits	15,539	46,093	33.7%	30,554
Contractual services	19,188	217,000	8.8%	197,812
Material and supplies	29.00	29,700	0.1%	29,671
Conferences and meetings	-	5,250	0.0%	5,250
Other tuition/fee waiver	(120)	5,000	-2.4%	5,120
Total Public Service/Continuing Education	<u>115,812</u>	<u>631,122</u>	<u>18.4%</u>	<u>515,310</u>
Auxiliary Services				
Salaries	55,315	199,675	27.7%	144,360
Employee benefits	5,902	1,884	313.3%	(4,018)
Contractual services	267,080	350,000	76.3%	82,920
Material and supplies	188,030	584,500	32.2%	396,470
Conferences and meetings	5,908	132,750	4.5%	126,842
Fixed charges	-	16,000	0.0%	16,000
Total Auxiliary Services	<u>522,235</u>	<u>1,284,809</u>	<u>40.6%</u>	<u>762,574</u>

EDUCATION FUND EXPENDITURES
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Institutional Support				
Salaries	\$ 691,208	\$ 2,502,512	27.6%	\$ 1,811,304
Employee benefits	141,117	478,524	29.5%	337,407
Contractual services	739,226	1,417,500	52.1%	678,274
Material and supplies	125,096	711,800	17.6%	586,704
Conferences and meetings	28,190	216,500	13.0%	188,310
Fixed charges	48	1,500	3.2%	1,452
Other	28,785	140,000	20.6%	111,215
Total Institutional Support	<u>1,753,670</u>	<u>5,468,336</u>	<u>32.1%</u>	<u>3,714,666</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	<u>831,433</u>	<u>2,029,000</u>	<u>41.0%</u>	<u>1,197,567</u>
Total Scholarships, Student Grants & Waivers	<u>831,433</u>	<u>2,029,000</u>	<u>41.0%</u>	<u>1,197,567</u>
Contingencies				
	-	540,000	0.0%	540,000
Total Expenditures	<u>\$ 7,413,946</u>	<u>\$ 24,051,589</u>	<u>30.8%</u>	<u>\$ 16,637,643</u>
Transfers out	-	2,167,167	0.0%	2,167,167
Total Expenditures and Transfers out	<u>\$7,413,946</u>	<u>\$ 26,218,756</u>	<u>28.3%</u>	<u>\$ 18,804,810</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
LOCAL GOVERNMENT				
Property taxes	<u>\$ 493,231</u>	<u>\$ 1,481,960</u>	<u>33.3%</u>	<u>\$ 988,729</u>
CORPORATE PERSONAL PROPERTY TAXES	<u>160,284</u>	<u>650,000</u>	<u>24.7%</u>	<u>489,716</u>
STUDENT FEES				
Fees	<u>704,509</u>	<u>1,450,000</u>	<u>48.6%</u>	<u>745,491</u>
Total Student Fees	<u>704,509</u>	<u>1,450,000</u>	<u>48.6%</u>	<u>745,491</u>
MISCELLANEOUS				
Sales and service fees	-	5,000	0.0%	5,000
Facilities	-	14,000	0.0%	14,000
Investment revenue	<u>593</u>	<u>10,000</u>	<u>5.9%</u>	<u>9,407</u>
Total Miscellaneous	<u>593</u>	<u>29,000</u>	<u>2.0%</u>	<u>28,407</u>
Transfers in	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenue	<u>\$ 1,358,617</u>	<u>\$ 3,610,960</u>	<u>37.6%</u>	<u>\$ 2,252,343</u>
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$388,137	\$774,098	50.1%	\$385,961
Employee benefits	57,835	147,459	39.2%	89,624
Contractual services	236,189	1,373,000	17.2%	1,136,811
Material and supplies	36,341	199,500	18.2%	163,159
Conferences and meetings	-	6,500	0.0%	6,500
Utilities	187,779	770,000	24.4%	582,221
Capital outlay	-	329,000	0.0%	329,000
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	<u>906,281</u>	<u>3,609,557</u>	<u>25.1%</u>	<u>2,703,276</u>
Total Expenditures	<u>\$ 906,281</u>	<u>\$ 3,609,557</u>	<u>25.1%</u>	<u>\$ 2,703,276</u>

RESTRICTED PURPOSE FUND REVENUE
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB - adult education	\$79,316	\$1,145,480	6.9%	\$1,066,164
ISBE grant revenue- other	88,904	264,701	33.6%	175,797
Other Sources	4,444	3,695,000	0.1%	3,690,556
Total State Government	<u>172,664</u>	<u>5,105,181</u>	<u>3.4%</u>	<u>4,932,517</u>
FEDERAL GOVERNMENT				
Department of education	3,394,294	14,472,013	23.5%	11,077,719
Other	-	16,984	0.0%	16,984
Total Federal Government	<u>3,394,294</u>	<u>14,488,997</u>	<u>23.4%</u>	<u>11,094,703</u>
Total Revenue	<u>\$ 3,566,958</u>	<u>\$ 19,594,178</u>	<u>18.2%</u>	<u>\$ 16,027,220</u>

RESTRICTED PURPOSE FUND EXPENDITURES
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>EXPENDITURES</u>				
By Program:				
Instruction				
Salaries	\$ 306,895	\$ 1,322,761	23.2%	\$ 1,015,866
Employee benefits	34,462	2,097,327	1.6%	2,062,865
Contractual services	910	1,200	75.8%	290
Material and supplies	81,142	214,039	37.9%	132,897
Conferences and meetings	-	14,725	0.0%	14,725
Other Fixed Charges	4,019	20,688	19.4%	16,669
Student grants and scholarships	-	500	0.0%	500
Total Instruction	<u>427,428</u>	<u>3,671,240</u>	<u>11.6%</u>	<u>3,243,812</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	41,946	384,379	10.9%	342,433
Employee benefits	4,304	460,389	0.9%	456,085
Other Contract Services	25,248	199,078	12.7%	173,830
Material and supplies	225,780	743,017	30.4%	517,237
Conferences and meetings	1,120	15,386	7.3%	14,266
Fixed charges	1,306	20,995	6.2%	19,689
Student grants and scholarships	-	235,000	0.0%	235,000
Total Student Services	<u>299,704</u>	<u>2,058,244</u>	<u>14.6%</u>	<u>1,758,540</u>
Public Service/Continuing Education				
Salaries	57,290	203,238	28.2%	145,948
Employee benefits	13,340	130,475	10.2%	117,135
Contractual services	420	2,800	15.0%	2,380
Material and supplies	801	7,388	10.8%	6,587
Conferences and meetings	-	18,800	0.0%	18,800
Total Public Service/Continuing Education	<u>71,851</u>	<u>362,701</u>	<u>19.8%</u>	<u>290,850</u>

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES
October 31, 2020

	Actual	Budget	%	Budget Remaining
Auxiliary Services				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
Operations and Maintenance of Plant				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
Institutional Support				
Employee benefits	-	500,000	0.0%	500,000
Contractual services	13,553	200,000	6.8%	186,447
Materials and supplies	184,334	812,088	22.7%	627,754
Student grants and waivers	287,655	29,853	963.6%	-257,802
Total Institutional Support	485,542	1,541,941	31.5%	1,056,399
Scholarships, Student Grants & Waivers				
Salaries	9,843	131,529	7.5%	121,686
Student grants and scholarships	2,988,407	11,003,523	27.2%	8,015,116
<u>Total Scholarships, Student Grants & Waivers</u>	<u>2,998,250</u>	<u>11,135,052</u>	<u>26.9%</u>	<u>8,136,802</u>
Total Expenditures	\$ 4,282,775	\$ 19,594,178	21.9%	\$ 15,311,403

AUDIT FUND REVENUE AND EXPENDITURES
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	<u>\$ 23,989</u>	<u>\$ 71,517</u>	<u>33.5%</u>	<u>\$ 47,528</u>
<u>MISCELLANEOUS</u>				
Investment revenue	<u>1</u>	<u>50</u>	<u>2.0%</u>	<u>49</u>
<u>Total Revenue</u>	<u>\$ 23,990</u>	<u>\$ 71,567</u>	<u>33.5%</u>	<u>\$ 47,577</u>
<u>Transfers in</u>	-	-	0.0%	-
<u>Total Revenue and Transfers in</u>	<u>\$ 23,990</u>	<u>\$ 71,567</u>	<u>33.5%</u>	<u>\$ 47,577</u>
<u>EXPENDITURES</u>				
<u>By Program:</u>				
<u>Institutional Support</u>				
Contractual services	<u>57,400</u>	<u>81,600</u>	<u>70.3%</u>	<u>24,200</u>
<u>Total Expenditures</u>	<u>\$ 57,400</u>	<u>\$ 81,600</u>	<u>70.3%</u>	<u>\$ 24,200</u>

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
October 31, 2020

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 268,109	\$ 801,634	33.4%	\$ 533,525
MISCELLANEOUS				
Investment revenue	4	100	4.0%	96
Total Revenue	<u>\$ 268,113</u>	<u>\$ 801,734</u>	<u>33.4%</u>	<u>\$ 533,621</u>
<u>EXPENDITURES</u>				
<u>By Program:</u>				
Instruction				
Salaries	-	215,848	0.0%	215,848
Employee benefits	137.00	135,000	0.1%	134,863
Total Instruction	<u>137.00</u>	<u>350,848</u>	<u>0.0%</u>	<u>350,711</u>
Academic Support				
Employee benefits	-	16,500	0.0%	16,500
Student Services				
Salaries	30,654	85,668	35.8%	55,014
Employee benefits	3,383	28,501	11.9%	25,118
Total Academic Support	<u>34,037</u>	<u>114,169</u>	<u>29.8%</u>	<u>80,132</u>
Public Service/Continuing Education				
Employee benefits	-	7,500	0.0%	7,500
Auxiliary Services				
Employee benefits	-	4,500	0.0%	4500
Operations and Maintenance of Plant				
Salaries	181,635	1,031,006	17.6%	849,371
Employee benefits	17,598	65,003	27.1%	47,405
Total Operations and Maintenance of Plant	<u>199,233</u>	<u>1,096,009</u>	<u>18.2%</u>	<u>896,776</u>
Institutional Support				
Salaries	40,121	149,956	26.8%	109,835
Employee benefits	5,397	61,711	8.7%	56,314
Contractual services	56,815	200,000	28.4%	143,185
Other Fixed Charges	262,348	335,087	78.3%	72,739
Total Institutional Support	<u>364,681</u>	<u>746,754</u>	<u>48.8%</u>	<u>382,073</u>
Total Expenditures	<u>\$ 598,088</u>	<u>\$ 2,336,280</u>	<u>25.6%</u>	<u>\$ 1,738,192</u>

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
October 31, 2020

	Actual	Budget	%	Budget Remaining
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 311,397	\$ 651,429	47.8%	\$ 340,032
<u>MISCELLANEOUS</u>				
Investment revenue	4	100	4.0%	96
Total Revenue	311,401	651,529	47.8%	340,128
<u>EXPENDITURES</u>				
By Program:				
Institutional Support				
Fixed charges	-	645,950	0.0%	645,950
<u>TRANSFERS OUT</u>	-	-	0.0%	-
<u>Total Expenditures</u>	\$ -	\$ 645,950	0.0%	\$ 645,950

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES
October 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	-	4,881,800	0.0%	4,881,800
OTHER SOURCES				
Bonds	-	3,145,062	0.0%	3,145,062
Investment Interest	308	289,881	0.0%	289,573
Total	308	3,434,943	0.0%	3,434,635
TRANSFERS IN	\$ -	\$ 2,167,167	0.0%	\$ 2,167,167
<u>Total Revenue and Transfers in</u>	<u>\$ 308</u>	<u>\$ 10,483,910</u>	<u>0.0%</u>	<u>\$ 10,483,602</u>
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services	16,900	5,076,800	0.3%	5,059,900
Capital outlay	2,795,167	5,407,110	51.7%	2,611,943
Total Operation and Maintenance of Plant	2,812,067	10,483,910	26.8%	7,671,843
Total Expenditures	<u>\$ 2,812,067</u>	<u>\$ 10,483,910</u>	<u>26.8%</u>	<u>\$ 7,671,843</u>

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: FW: Action Item 8.3 for 11/18/2020 Board Meeting
Date: Friday, November 6, 2020 8:05:30 AM
Attachments: [TR 10.31.20.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, November 5, 2020 3:41 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.3 for 11/18/2020 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR OCTOBER 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: October 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	\$10,638,105.57	0.0100%	TIF Prime Fund	31-Oct-20
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,348.77	1.0940%	CD	31-Oct-20
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,348.77	1.0940%	CD	31-Oct-20
	Sum	<u>\$11,140,803.11</u>			
Grand Total		\$ 11,140,803.11			

From: [Mireya Perez](#)
To: [Stan Fields](#)
Cc: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: Board action item - 2020 Estimated Tax Levy
Date: Friday, November 6, 2020 8:33:28 AM
Attachments: [Estimated 2020 Tax Levy Morton College.xls](#)

PROPOSED ACTION: THAT THE BOARD TENTATIVELY APPROVE THE ESTIMATED 2020 TAX LEVY.

RATIONALE: [Required by Chapter 35 of the Illinois Compiled Statutes 200/18-60 of the Truth in Taxation Law]

Illinois law requires that the taxes to be levied be formally estimated not less than twenty (20) days prior to the adoption of its aggregate levy. Non-compliance with existing laws will disallow any increase in the estimated tax levy if a tentative levy is not approved. Cook County as well as the other Chicagoland counties have tax caps to limit the tax increase to inflation. Cook County Tax Extension Office has limited this year's increase to 5% of the 2019 levy plus any new property coming on the tax rolls. The operating and capital needs of Morton College support the importance of raising the College's extended levy by 2.68%. The individual levies have been adjusted to add more dollars to the Education Fund, Building Fund, Insurance Fund and Social Security Fund.

ATTACHMENTS: Estimated 2020 Tax Levy and Tax Rate Calculation

COST ANALYSIS: Total estimated 2020 Levy is \$10,156,640 which represents a 2.68% or a \$265,200 increase from the \$9,891,440 Cook County extended 2019 levy.

Thanks,

Mireya Perez
Chief Financial Officer/Treasurer

**Morton Community College
Community College District 527
Proposed Tax Levy for 2020**

Fund	Levy Final 2019	Proposed 2020 Levy	Loss Amount	Proposed 2020 Extended	Increase (Decrease)	
Education	7,540,000	7,450,000	298,000	7,748,000	208,000	
O & M	1,476,800	1,460,000	58,400	1,518,400	41,600	
Social Security	234,000	229,000	9,160	238,160	4,160	
Audit	71,760	71,000	2,840	73,840	2,080	Proposed
Liability Insurance - Tort	568,880	556,000	22,240	578,240	9,360	Increase
Total	9,891,440	9,766,000	390,640	10,156,640	265,200	2.68%
 Bonds	 679,068	 645,950	 25,838	 671,788	 (7,280)	 Proposed
 Total Extended Levy with Bonds	 10,570,508	 10,411,950	 416,478	 10,828,428	 257,920	 Increase with Debt Service

2.44%

Equalized assessed valuation

2019 Equalized Assessed Value (EAV)	1,640,547,923		1,689,764,361
2020 estimated EAV	1,689,764,361	3.00%	
County Final Tax Rate 2019		0.603	
2020 estimated tax rate		0.601	

**A RESOLUTION APPROVING AND ADOPTING
A MASTER EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
OSF HEALTHCARE SYSTEM,
OTTAWA REGIONAL HOSPITAL & HEALTHCARE CENTER,
MENDOTA COMMUNITY HOSPITAL, AND
OSF MULTI-SPECIALITY GROUP**

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, OSF Healthcare System, Ottawa Regional Hospital & Healthcare Center, Mendota Community Hospital, and OSF Multi-Specialty Group (collectively “OSF”) may be units of local government and public agencies of the State of Illinois; and

WHEREAS, the educational programs at Morton for Nursing and Physical Therapist Assistants (“Programs”) have clinical components; and

WHEREAS, each student enrolled in the Programs must complete the clinical

component in order to graduate from the Programs; and

WHEREAS, OSF operates a number of facilities licensed in the State of Illinois which are suitable for providing students a clinical setting to satisfy the clinical component of the Programs; and

WHEREAS, Morton desires to enter into the master educational affiliation agreement with OSF to provide Morton students a clinical setting to satisfy the clinical component of the Programs (and said Agreement is attached hereto as Exhibit A and is hereinafter referred to as the “Agreement”); and

WHEREAS, OSF desires to enter into the Agreement with Morton to provide students with a clinical setting so they can satisfy the clinical component of the Programs; 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 OSF.

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 OSF, 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 November ____, 2020.

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

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

Attest:

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

EXHIBIT A

MASTER EDUCATIONAL AFFILIATION AGREEMENT
between
OSF HEALTHCARE SYSTEM,
OTTAWA REGIONAL HOSPITAL & HEALTHCARE CENTER,
MENDOTA COMMUNITY HOSPITAL, and
OSF MULTI-SPECIALTY GROUP
and
MORTON COLLEGE

THIS MASTER EDUCATIONAL AFFILIATION AGREEMENT ("Agreement") is made and entered into on the last date written below, by and between **OSF Healthcare System**, an Illinois not-for-profit corporation located in Peoria, Illinois ("System"), **Ottawa Regional Hospital & Healthcare Center** ("ORHHC"), **Mendota Community Hospital** ("MCH"), and **OSF Multi-Specialty Group** ("MSG") (System, ORHHC, MDH and MSG herein collectively referred to as "OSF") and **Morton College**, located in Cicero, Illinois, (hereinafter referred to as "Educational Institution").

RECITALS:

WHEREAS, Educational Institution wishes to arrange for a facility in which to offer teaching, training, educational, and/or clinical learning experiences for qualified students who are enrolled in any of Educational Institution's schools, colleges, and/or programs ("Program") (such students hereinafter referred to as "Student(s)"). The decision as to whether Students from specific programs and disciplines at Educational Institution will be accepted for placement at OSF will be based upon OSF's determination regarding the alignment of the programs and disciplines with OSF Mission, values, quality, and geographic need.

WHEREAS, OSF possesses facilities and staff suitable for the teaching, training, educational, and/or clinical learning experiences of the Program.

WHEREAS, OSF wishes to make such facilities and staff available for such Students as may be enrolled in Educational Institution's Program and sent to OSF to provide opportunities for Students to become competent practitioners.

NOW, THEREFORE, in consideration of the mutual covenants, and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated herein by reference, the parties hereto agree as follows:

I. OBLIGATIONS OF EDUCATIONAL INSTITUTION. The Educational Institution shall:

- 1.1 Assume full responsibility for the planning and implementation of the Program with respect to Students including, but not limited to: the entry into and dismissal from the Program; attendance at Program activities, and discipline related to Program activities for both its Students and faculty.

- 1.2 Provide academic preparation for each Student through classroom instruction and practice, and provide educational guidance for the Students by a qualified, competent faculty member/practitioner. Provide name, professional education, and Illinois and/or Michigan license number as applicable of any faculty teaching at OSF.
- 1.3 Agree to keep and retain satisfactory records regarding health, education, and welfare of the Students and faculty assigned to the Program. Records will be provided to OSF upon request and with Student permission.
- 1.4 Assume full responsibility for the administrative costs of faculty members assigned by Educational Institution to Program for instruction, coordinating, and planning.
- 1.5 Obtain OSF's advance approval prior to each student starting Program. Regularly plan and coordinate student experiences with OSF representative.
- 1.6 Provide services in such a manner to ensure that all duties are performed in a manner as required by OSF policy, philosophy, rules, regulations, and procedures; regulatory agencies; legislative entities; corporate entities; or individuals exercising authority with respect to such services. Specific requirements include the following:
 - a. If a Student will have access to OSF's Electronic Health Record System, that Student is required to receive appropriate education in the online documentation system before access to that system can be approved.
 - b. Students will provide services in such a manner as will ensure that all duties are performed and services provided as may be required by any standard, ruling or regulation of the Joint Commission, the Department of Health and Human Services, or any other federal, state, or local government agency, corporate entity or individual exercising authority with respect to, or affecting such services. Each student shall also perform his/her duties in conformance with all requirements of federal and state constitutions and all applicable federal and state statutes and regulations and applicable OSF Policies.
 - c. All Students and faculty whose duties include routine or reasonably anticipated tasks or procedures where there is an actual or potential exposure to blood, body fluids, or other potentially infectious material shall:
 - i. Follow OSF OSHA Blood Borne Pathogen Standard Exposure Control Plan; and
 - ii. Provide proof of orientation and an annual update of the OSHA Blood Borne Pathogen Standard.
 - d. Educational affiliation may require access to protected health information ("PHI") as defined under the Health Insurance Portability and

Accountability Act ("HIPAA") and its regulations. Students/faculty may have access to PHI that includes: patient medical records, patient demographic information, and patient billing information. The permitted and required uses and disclosures of PHI are specifically limited to that necessary for students/faculty to provide services under this Agreement. Educational Institution agrees to comply with applicable requirements of law relating to PHI. Also, the Educational Institution agrees to:

- i. use and disclose PHI only as permitted or required;
- ii. use reasonable safeguards to prevent non-approved use or disclosure of PHI;
- iii. immediately report to OSF any unauthorized use or disclosure of PHI once the Educational Institution becomes aware of it; and
- iv. comply with patient rights as conferred by HIPAA and OSF Policy.

- 1.7 Agree to obtain and pay the premium for professional liability insurance for a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate, at its own expense and on behalf of itself, its employees, faculty, and Students, or conversely, require Students to maintain professional liability insurance on their own with the limits set forth above. Such insurance shall provide coverage against liability created by the acts or omissions of the Students, clinical instructors and other Educational Institution employees, agents, and representatives. Such insurance shall be written by a company licensed by the State of Illinois to provide such insurance. Educational Institution shall maintain evidence of such insurance and will provide this information to the OSF upon request.
- 1.8 Assume responsibility and liability for damage to or loss of property and injuries to persons at OSF caused by or contributed to by employees, faculty, or Students of Educational Institution arising out of or occurring in connection with the performance of this Agreement, unless damage or loss is a result of negligence of OSF, its officers, employees, or agents. In the event that any such claim is made or suit is instituted by reason of any such loss, damage, or injury, Educational Institution agrees to indemnify, defend, and hold harmless OSF, its Board, employees, representatives, and agents from and against the same.
- 1.9 Ensure Student complies with any and all mandated orientation by OSF to OSF Mission, policies and procedures (in compliance with current regulatory and OSF standards), relevant program policies and procedures, and specific role responsibilities.
- 1.10 Ensure that Educational Institution faculty and Students are appropriately attired and wear identification at all times.

- 1.11 Inform OSF of the status of Students with blood borne pathogens, if the Educational Institution is made aware of such status by the Student, and if the Student gives permission.
- 1.12 Ensure a criminal background check on each Student who will be providing services at OSF, and maintain records of each student's background check. The Educational Institution shall provide OSF with the results of criminal background checks upon request. Such criminal background check shall be through the appropriate agency. Background checks must be completed prior to the Student beginning the clinical experience at OSF. In the event such criminal background check indicates that a Student has been convicted of committing a criminal offense, the Educational Institution shall notify OSF immediately, and such Student shall not be allowed to participate in the clinical training at OSF unless a waiver has been granted by the Illinois Department of Public Health.
- 1.13 Ensure Student is aware a satisfactory drug screen check may be required prior to the Student's acceptance into the Program.

II. **STUDENT OBLIGATIONS.** Educational Institution shall ensure that each Student complies with the above-specified requirements and that each Student signs a copy of the Acknowledgment Form attached hereto as **Addendum A** and incorporated herein by this reference, stating that they will comply with these requirements. Educational Institution shall maintain the signed copies of the Acknowledgments and provide them to OSF upon request. Each Student shall sign an Acknowledgement Form (**Addendum A**) stating that such student:

- 2.1 Shall not be considered an employee of OSF, and OSF shall not provide any Student with any compensation or employee benefits. Each Student will comply with applicable OSF Policies and shall function within the specific instruction of Educational Institution and/or OSF designees. In addition, Students shall comply with the "Ethical and Religious Directives for Catholic Health Care Services" promulgated by the United States Conference of Catholic Bishops ("ERDs"), as interpreted and applied by OSF Healthcare.
- 2.2 Shall submit a physical examination and immunization report upon his or her entrance to the curriculum, including a two-step T.B. skin test (PPD), proof of rubella immunity, proof of two mumps, measles, rubella vaccinations or evidence of titers, proof of two varicella immunizations and proof of a series of three hepatitis B series immunizations or antibody proof, and such other immunizations/vaccines as required by policies of all healthcare providers at OSF, as amended from time to time. Student shall also submit evidence to OSF that Student has received the Flu vaccination. Student understands and agrees to OSF's policy related to Flu vaccinations.
- 2.3 Shall report absences promptly to Educational Institution's faculty and OSF's representatives.

- 2.4 Shall be responsible for their own meals, lodging, transportation, uniforms, laundry, and health insurance for the clinical assignment.
- 2.5 Upon request, shall obtain and submit a satisfactory drug screen test to OSF. OSF shall be solely responsible for determining whether the Student's drug screen test is satisfactory for participation in the Program. Such financial obligations of any drug screen test shall be the sole responsibility of the Student.
- 2.6 Acknowledge that all patient information and records and all business information and records are the property of OSF and/or patients of the unit, and that during and after the Term of this Agreement, Student shall not remove, use, or reproduce such information or records except for the purpose of fulfilling Student's obligations under this Agreement or as otherwise directed by OSF. Student agrees that Student will not, at any time during the Term of this Agreement and/or after the date of termination of this Agreement, reveal, disclose, discuss, or divulge, or otherwise use or exploit, either directly or indirectly, to any person, firm, partnership, agency, corporation, or other entity, any confidential information. Confidential information includes, without limitation, business plans, methods of operation, compensation models and formulas, performance standards, pricing policies, marketing strategies, fee and reimbursement information, records, trade secrets and any other information of a confidential nature belonging to OSF (collectively, the "Confidential Information").
- 2.7 Not take call for preceptor's patients independent of the physician preceptor. Students shall take emergency call only if a fully licensed physician is available to provide supervision and only if part of this academic program. Students should not be on call the evening before a faculty site visit.

III. **RIGHTS AND OBLIGATIONS OF OSF.** OSF shall:

- 3.1 Have the right to disapprove of any Student or faculty member and prohibit such person from participating in the portion of the Program offered at OSF. OSF may require a Student or faculty member to leave the patient care area or OSF's premises due to a violation of OSF Policies, ERDs or for security reasons. OSF will contact Educational Institution regarding any problem associated with activities of its Students or faculty in an attempt to resolve the problem, and will provide written statement of the issues to support the Educational Institution's due process obligations. OSF has the ultimate right to dismiss any Student from continuing in OSF's clinical training portion of the Program. If a Student is dismissed, OSF will provide the Educational Institution with a written statement of the reason for such dismissal. OSF will not discriminate against any Student on the basis of race, color, sex, gender, national origin, ancestry, age, disability, genetic information, military status, unfavorable discharge from military service, sexual orientation, gender identity, order of protection status, arrest record, citizenship, marital status, religion, or any other legally protected status.

- 3.2 Provide Students and Educational Institution OSF's Policies, standards and practices relevant to the clinical placement. OSF shall also inform Educational Institution of relevant changes in OSF Policies, standards and/o practices and provide an orientation to faculty (including Mission/philosophy, organizational structure, facilities, policies, equipment, standards, and role expectations).
- 3.3 Retain ultimate responsibility for quality patient care and patient safety even though Students will participate in that care.
- 3.4 Provide medical care for Students in case of illness or accident while Student is attending the clinical portion of the Program at OSF. Care, treatment, and/or examination shall be provided at the Student's own expense or billed to the Student's medical or hospitalization insurance plan.
- 3.5 Provide practice areas, observational opportunities, and information access for educational purposes at OSF, as applicable.
- 3.6 Provide access to facilities for temporary storage of personal effects, as needed.
- 3.7 Allow the Students to eat in OSF cafeterias at current employee prices.
- 3.8 Accept Students based on clinical capacity and Educational Institution's schedules as coordinated.
- 3.9 After demonstrating proficiency, Student(s) may be permitted to undertake certain defined activities with appropriate supervision and direction. Student(s) may be employed in the field outside regular educational hours, provided the work does not interfere with regular academic responsibilities; the work must be non-compulsory, paid, and subject to standard employee policies of OSF. OSF agrees, under these specific circumstances to insure the Student(s) as they would any other employee of their OSF.
- 3.10 Assume responsibility and liability for damage to or loss of property and injuries to persons at Educational Institution caused by or contributed to by employees, representatives, and agents of OSF arising out of or occurring in connection with the performance of this Agreement, unless damage or loss is a result of negligence of employees, faculty, or Students of Educational Institution. In the event that any such claim is made or suit is instituted by reason of any such loss, damage, or injury, OSF agrees to indemnify, defend, and hold harmless Educational Institution from and against the same.

IV. **JOINT RESPONSIBILITIES.** Representatives of OSF and the Educational Institution shall:

- 4.1 Jointly review this Agreement no later than ninety (90) days preceding the date of expiration of the then-existing term.

- 4.2 Jointly coordinate student activities and clinical experiences. The number of Students accepted by OSF may be increased or decreased with mutual agreement between the parties. It is agreed that there will be no discrimination by any party to this Agreement on the basis of race, color, sex, gender, national origin, ancestry, age, disability, genetic information, military status, unfavorable discharge from military service, sexual orientation, gender identity, order of protection status, arrest record, citizenship, marital status, religion, or any other legally protected category.
- 4.3 Recognize that they are bound to comply with the Family Educational Rights and Privacy Act (known as the Buckley Amendment) (the "Act") in their handling of educational records of Students enrolled in their Program, including, without limitation, the annual notification to Students or parents of Students of their rights under the Act. Both parties agree to protect these records in accordance with this Act. Neither party shall be permitted to authorize and further disclose the educational records of students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Act. Any permitted redisclosure to persons or entities not a party to this Agreement, shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify and hold harmless the other party and its officers, employees, and agents from any liability, damages, claims actions, causes of actions, demands, judgments, or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees, or agents to abide by the Act or its implementing regulations.

V. **EFFECTIVE DATE, TERM, AUTOMATIC RENEWAL AND TERMINATION.**

- 5.1 **Effective Date, Term, and Automatic Renewal.** The promises and obligations contained herein shall commence as of 10/30/20 and shall commence for a term of one (1) year therefrom and shall be automatically renewed under like terms for one (1) year periods for a maximum of two (2) periods, unless either party gives the other party written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of the initial term, or the then-existing renewal period, subject, however, to termination under Section 5.2.
- 5.2 **Termination.** This Agreement may be sooner terminated on the first to occur of the following events:
- a. **Agreement.** By written agreement by both parties to terminate this Agreement.
 - b. **Breach.** In the event of a material breach of any of the terms or conditions of this Agreement by either party and the failure of the breaching party to correct such material breach within fifteen (15) calendar days after receipt of written notice of such material breach by the breaching party, such other party may terminate this Agreement immediately with written notice of such termination to the breaching party.

- 5.3 **Effects of Termination.** Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing prior to the date of termination. Notwithstanding anything to the contrary set forth in this Section 5.3, if this Agreement is terminated pursuant to Section 5.2(a) or (b), such termination shall not take effect until all Students currently enrolled and scheduled for training under the Program at OSF have completed the then-current school year, subject, however, to Section 3.1.
- 5.4 **Termination of Other Agreements.** This Agreement supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and all other such agreements, either written or oral, shall be considered terminated as of the effective date of this Agreement, as set forth in Section 5.1.

VI. **MISCELLANEOUS.**

- 6.1 This Agreement constitutes the entire Agreement between the parties and contains all of the terms and conditions between the parties with respect to the subject matter hereunder. OSF and Educational Institution shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other agreements, either written or oral, between the parties with respect to the subject matter hereof.
- 6.2 This Agreement shall be construed and interpreted in accordance with the laws of Illinois. It may only be amended or modified by an instrument signed by the parties. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, legal representatives, and assigns, and neither this Agreement nor any right or interest of OSF or Educational Institution arising herein shall be voluntarily or involuntarily sold, transferred, or assigned without written consent of the other party. Notwithstanding anything to the contrary set forth above, OSF shall have the right to assign this Agreement to an affiliate or subsidiary legal entity.
- 6.3 The parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the parties, or to allow any party to exercise control or direction over the manner or method by which any of the parties perform services herein. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof. Notices required herein shall be considered effective when delivered in person, or when sent by United States certified mail, postage prepaid, return receipt requested and addressed to:

OSF:

Robert Sehring
CEO
OSF Healthcare System
800 N.E. Glen Oak Avenue
Peoria, IL 61603

Educational Institution:

Dr. Lydia Falbo
Dean of Nursing and Health Sciences

Dr. Alison Gehrke
Associate Dean of Health Sciences &
PTA Program Director
3801 South Central Avenue
Cicero, Illinois 60804

or to other such address, and to the attention of such other person(s) or officer(s) as a party may so designate by written notice.

- 6.4 It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful act, either by commission or omission, chargeable to the other, unless such liabilities imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one party against the other or against a third party. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.5 This Agreement is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the last date written below.

OSF:

OSF HEALTHCARE SYSTEM, an
Illinois not-for-profit corporation

By: [Signature]
Mike A. Cruz
Title: Chief Operating Officer

Dated: 10/27/20

OSF MULTI-SPECIALTY GROUP, an
Illinois not-for-profit corporation

By: [Signature]
Steven E. Hippler
Title: Chief Clinical Officer

Dated: 10/28/2020

OTTAWA REGIONAL HOSPITAL &
HEALTHCARE CENTER, an Illinois not-for-
profit corporation

By: [Signature]
Mike A. Cruz
Title: Chief Operating Officer

Dated: 10/27/20

MENDOTA COMMUNITY HOSPITAL, an
Illinois not-for-profit corporation

By: [Signature]
Mike A. Cruz
Title: Chief Operating Officer

Dated: 10/27/20

EDUCATIONAL INSTITUTION:

MORTON COLLEGE

By: _____
Dr. Stan Fields
Title: President

Dated: _____

By: _____
Dr. Lydia Falbo
Title: Dean of Nursing and Health Sciences

Dated: _____

By: _____
Dr. Alison Gehrke
Title: Associate Dean Health Sciences &
PTA Program Director

Dated: _____

**ADDENDUM A
TO
MASTER EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
OSF HEALTHCARE SYSTEM,
OSF MULTI-SPECIALTY GROUP,
OTTAWA REGIONAL HOSPITAL & HEALTHCARE CENTER,
MENDOTA COMMUNITY HOSPITAL
AND
MORTON COLLEGE**

Student Acknowledgement:

I acknowledge and agree that, as a Student of Morton, College, and participant in the clinical portion of my academic program at OSF:

1. I shall not be considered an employee of OSF, and OSF shall not provide me with any compensation or employee benefits. I will comply with applicable OSF Policies and shall function within the specific instruction of Educational Institution and/or OSF designees. In addition, I shall comply with the "Ethical and Religious Directives for Catholic Health Care Services" promulgated by the United States Conference of Catholic Bishops ("ERDs"), as interpreted and applied by OSF Healthcare.
2. I shall submit a physical examination and immunization report upon my entrance to the curriculum, including a two-step T.B. skin test (PPD), proof of rubella immunity, proof of two mumps, measles, rubella vaccinations or evidence of titers, proof of two varicella immunizations and proof of a series of three hepatitis B series immunizations or antibody proof, and such other immunizations/vaccines as required by policies of all healthcare providers at OSF, as amended from time to time. I shall also submit evidence to OSF that I have received the Flu vaccination. I understand and agree to OSF's policy related to Flu vaccinations.
3. I shall report absences promptly to Morton College's faculty and OSF's representatives.
4. I shall be responsible for my own meals, lodging, transportation, uniforms, laundry, and health insurance for the clinical assignment.
5. Upon request, I shall obtain and submit a satisfactory drug screen test to OSF. OSF shall be solely responsible for determining whether my drug screen test is satisfactory for my participation in the Program. I will be solely responsible for the cost of any requested drug screen test.
6. All patient information and records and all business information and records that I have access to during my clinical placement are the property of OSF and/or patients of the unit, and that during and after my clinical placement, I shall not remove, use,

or reproduce such information or records except for the purpose of fulfilling my obligations under the terms of my clinical placement or as otherwise directed by OSF. I further agree that I will not, at any time during or after my clinical placement, reveal, disclose, discuss, divulge, or otherwise use or exploit, either directly or indirectly, to any person, firm, partnership, agency, corporation, or other entity, any confidential OSF information. Confidential OSF information includes, without limitation, OSF's business plans, methods of operation, compensation models and formulas, performance standards, pricing policies, marketing strategies, fee and reimbursement information, records, trade secrets and any other information of a confidential nature belonging to OSF (collectively, the "Confidential Information").

7. I will not take calls for preceptor's patients independent of the physician preceptor. I shall take emergency calls only if a fully licensed physician is available to provide supervision and only if it is a part of this academic program. I will not be on call the evening before a faculty site visit.

Name

Signature

Date

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COLLEGE
AND
HINSDALE SOUTH HIGH SCHOOL DISTRICT 86**

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, Hinsdale Township High School District 86 (“HTHD”) 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, HTHD is a public high school district located in Darien, Illinois 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 HTHD 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, HTHD 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 HTHD, 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 November 18, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 18th day of November, 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
BETWEEN
MORTON COLLEGE
AND
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86**

THIS AGREEMENT (the “**Agreement**”) is entered into this 28th day of October 2020, by and between the Board of Education of Hinsdale Township High School District 86 (“**Facility**”) and Morton College (“**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.

WHEREAS, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. **Student professional liability insurance.** 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 must include sexual misconduct coverage. 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. The Facility shall be added as an additional insured on the student’s liability insurance policy, and proof of such coverage should be provided to the Facility before a student is placed. The School shall carry general liability insurance in an

amount acceptable to the Facility, the Facility shall be added as an additional insured on that policy, and proof of such coverage shall be provided to the Facility before a student is placed.

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 vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB. Also influenza vaccination. The student must also comply with all health and safety requirements required by law and Facility policies, at the expense of the student or School.

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, rules, and policies 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.

(h) The School will also notify the students that the clinical experience at the Facility is unpaid and that the students are not entitled to any wages or benefits of the District.

7. Health and Safety Precautions. While on Facility property, School and its employees and students must comply with all Facility rules, procedures, and instructions relating to health and safety precautions (e.g., social distancing, face coverings, hand washing, sanitization, and temperature and symptom checks), and any guidance or requirements from federal, state, and local public health officials. Specifically (but not by way of limitation), the following rules apply: School's employees and students may not be present on Facility property unless they confirm that, within the prior 14 days, (1) they have not received a confirmed diagnosis for COVID-19, (2) they have not had close contact with or cared for someone diagnosed with COVID-19, and (3) have not experienced COVID-19 symptoms.

8. Compliance with laws. School and its employees and students must comply with all applicable laws, ordinances, rules, regulations and codes, including but not limited to (if and to the extent applicable) the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder; the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20), which is fully incorporated herein; federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder; prohibitions against smoking on school district property; prohibitions against the presence of sex offenders on school district property; and the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.).

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 of the School 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. In case of emergency require treatment for the School's student, the Facility's 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 any of the Facility's COVID-19 protocols, 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 copies (or website addresses) of the Facility's administrative policies, standards and practices relevant to the clinical placement.

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. Notwithstanding any provision to the contrary in the Agreement, the HIPAA and Exhibit D provisions in the Agreement are only applicable to Facility to the extent required by law.

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 by mutual agreement of the parties 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. 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 a threat to the health or welfare of its patients, staff members, visitors, or operations, or disruption to the Facility’s 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.

6. FERPA compliance. Both parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC § 1232(g) (“FERPA”), as well as the Illinois School Student Records Act, 105 ILCS 10/1 et seq. (“ISSRA”), as

well as Facility rules regarding access, and shall take measures necessary to ensure the confidentiality of any and all information in their possession with respect to both the School's students and Facility's students to the extent allowed by law. The School's placed students agree they will not access the Facility's student records except to the extent necessary to perform the supervised services under this Agreement. Students are prohibited from removing from Facility premises (physically or electronically) or releasing to third parties (including the School) any student records of Facility's students without parental consent or specific approval of the Facility's records custodian. School acknowledges that the Facility is subject to the Illinois Freedom of Information Act, and that Facility may release any information as it determines necessary pursuant to that Act.

D. TERM OF AGREEMENT:

The term of this Agreement shall commence on **November 1, 2020** and terminate on **November 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.** 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, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents or contractors (or, in the case of the School, 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, 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. 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:

Human Resources Director
Hinsdale Township High School District 86
5500 South Grant Street
Hinsdale, IL 60521 Phone: (630) 655-6100

With a Copy to Facility Legal Counsel at:

Kerry Pipal
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, IL 60005

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:

Hinsdale Township High School District 86

Facility Name

Mary Deudek

Administrator

Morton College

School Name

Administrator

Title: Interim Director of HR

Date: 10/29/20

Title: _____

Date: _____

EXHIBIT A

[LOCATION OF FACILITY SITES]

**Hinsdale South High School
740 Clarendon Hills Rd.
Darien, IL 60561
Phone: (630) 468-4000**

EXHIBIT B

[LIST OF PROGRAMS]

Career Ladder 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 blood born pathogens and TB	X	<input type="checkbox"/>
g. Other _____		<input type="checkbox"/>
4. Criminal background check (paragraph A.5)	X	<input type="checkbox"/>
<p>Prior to a student's placement at the Facility, the student must furnish authorization to either the Facility or the regional superintendent of the educational service region in which the Facility is located to submit the student's name, sex, race, date of birth, social security number, fingerprint images, or other identifiers to the Department of State Police for the purposes of a criminal background check, including fingerprint-based checks with the FBI and Illinois State Police and checks of the Statewide Sex Offender Registry and the Statewide Child Murderer and Violent Offender Against Youth Registry in accordance with Section 10-21.9 of the <i>Illinois School Code</i> (105 ILCS 10-21.9). The cost of such criminal background checks shall be borne by the student and/or the School. Notwithstanding any agreement executed by the School and the Facility, students who have been convicted of a crime enumerated under Section 10-21.9(c) or Section 21B-80 of the <i>Illinois School Code</i> (105 ILCS 5/10-21.9(c); 21B-80), or who are listed in the Statewide Sex Offender Database or the Statewide Child Murderer and Violent Offender Against Youth Database, will be automatically disqualified from placement at the Agency.</p>		
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. Prior to a student's placement at the Facility, and at the cost of the student and/or School, the student must furnish evidence of physical fitness to perform duties assigned and freedom from	<input type="checkbox"/>	<input type="checkbox"/>

communicable disease as required by Section 24-5 of the *Illinois School Code* (105 ILCS 5/24-5). Such evidence shall consist of a physical examination by a physician in Illinois or any other state to practice medicine, a licensed advanced practice registered nurse, or a licensed physician assistant.

School requires:

1. Copy of relevant Facility policies (paragraph B.8)

☐ ☐

2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)

☐ ☐

3. Other _____

☐ ☐

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 the "Hinsdale Township High School District 86".
- 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.

PROPOSED ACTION:

THAT THE BOARD APPROVE THE AFFILIATION AGREEMENT WITH PERSHING GARDENS

RATIONALE: Nursing facility for our students to attend to do their clinical at the site.

[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:

Signed Agreement

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
PERSHING GARDENS HEALTHACRE CENTER**

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, Pershing Gardens Healthcare Center (“Pershing Gardens”) 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, Pershing Gardens operates a nursing home facility 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 Pershing Gardens 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, Pershing Gardens 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 McNeal.

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 Pershing Gardens, 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 October ____, 2020.

Passed by a vote of ____ ayes and ____ nays at a Regular Meeting of the Board of Trustees held this ____ day of October, 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
PERSHING GARDENS HCC**

THIS AGREEMENT (the “**Agreement**”) is entered into this 28th day of October 2020, by and between **Pershing Gardens HCC** (“**Facility**”) and Morton College (“**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 October 28, 2020 and terminate on October 31, 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 and costs, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents, 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 expiration or 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:
Ms. Patricia Cruz
Pershing Gardens HCC
3900 S. Oak Park Ave.
Stickney, IL 60402
708.484.7543
pcruz@pershinggardens.com

With a Copy to:

Facility Legal Counsel at:

If to the School:

Stanley Fields, President
Morton College
3801 S. Central Avenue
Attention: Stanley Fields
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.

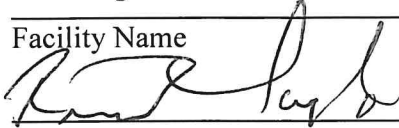
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

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:

Pershing Gardens HCC

Facility Name



Administrator

Title: Administrator

Date: 10/6/2020

Morton College

School Name

President

Title: _____

Date: _____

EXHIBIT A

[LOCATION OF FACILITY SITES]

Pershing Gardens HC Center
3900 Oak Park Ave.
Stickney, IL 60402

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)		
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)		<input type="checkbox"/>
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.

PROPOSED ACTION:

THAT THE BOARD APPROVE A RESOLUTION APPROVING AND ADOPTING A MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN MORTON COMMUNITY COLLEGE DISTRICT 527 AND CONCORD THERAPY, LLC.

RATIONALE:

CAPTE and the State of Illinois require all PTA students to complete a certain amount of clinical education hours. In order to to graduate and obtain licensure. The more clinical affiliates that we have the more opportunity we have for our students to fulfill these requirements.

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

COST ANALYSIS:

\$ 0.00

ATTACHMENT:

AFFILIATION AGREEMENT

**A RESOLUTION APPROVING AND ADOPTING
A MASTER EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
CONCORD THERAPY, 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, Concord Therapy, LLC (“Concord”) may be a unit of local government and a public agency of the State of Illinois; and

WHEREAS, the educational program at Morton for Physical Therapist Assistants (“Program”) has a clinical component; and

WHEREAS, each student enrolled in the Program must complete the clinical component in order to graduate from the Program; and

WHEREAS, Concord operates A reproductive mental health counseling facility licensed in the State of Illinois which is suitable for providing students a clinical setting to satisfy the

clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with Concord 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, Concord 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 Concord.

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 Concord, 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 November 18, 2020.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 18th day of November 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

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 Concord Therapy, LLC

THIS AGREEMENT (the "Agreement") is entered into this 19th day of October, by and between Concord Therapy, LLC ("the Facility") and Morton Community College District No. 527("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 ("Clinical Program")(see Exhibit B for a list of programs and Exhibit C for program-specific requirements)for students of the School; and

WHEREAS, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the programs set forth in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A.SCHOOL RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.**The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.
2. **Student professional liability insurance.**The School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the Clinical Program at the Facility.Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the Clinical Program.
3. **General Liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
4. **Student Health Insurance.**The School shall require students participating in the Clinical Program to maintain comprehensive health insurance.
5. **Designation of liaison to Facility; communications relating to clinical placements.**The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a

regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

6. **Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that each student has met all requirements of CPR certification, hepatitis B vaccination, OSHA compliance for prevention of transmission of blood borne pathogens and TB.
7. **Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility policy.
8. **School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the Facility.
 - (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
 - (c) Provide his/her own transportation and living arrangements.
 - (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - (e) Conform to the standards and practices established by the School while at the Facility.
 - (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
 - (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

B. FACILITY RESPONSIBILITIES:

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures and applicable laws. The Facility shall provide faculty and students with an orientation to the Facility.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Clinical Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.
7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.
9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA and the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

C. OTHER RESPONSIBILITIES:

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of

patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determinesthat the School or any other educational institution similar to the School is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed to by the parties, abide by the conditions and requirements stated in Exhibit D through the remainder of the term of this Agreement.

2. **Determination of instructional period.**The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
3. **Determination of number of participating students.**The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at the Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, the Facility may reduce the number of students eligible to participate in the Clinical Program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
4. **Evaluation of students' clinical experiences.**Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.
5. **Removal of students.**
 - (a) The School has the right to remove a student from the Clinical Program. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in theClinical 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 11/18/2020 and terminate on 11/30/2023. 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 the Agreement will indemnify and hold the other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorney's fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such party, its employees, agents or contractors or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive termination of this Agreement.
4. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately certified and/or licensed. The School will provide the Faculty with copies of evidence of certifications or licensures upon request.
5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The parties hereto shall abide by the requirements of *Executive Order 11246, 42 U.S.C. Section 2000d* and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

10. **Employment status.** School students, employees or agents under this Agreement shall not in any way be considered an employee or agent of the Facility nor shall any such student or employee or agent of the School be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Jennifer Schroeder
Concord Therapy, LLC
5061 N. Pulaski Rd
Chicago, IL. 60630

With a Copy to:

Jennifer Schroeder
Concord Therapy, LLC
5061 N. Pulaski Rd
Chicago, IL. 60630

If to the School:

Office of the President
Morton College
3801 S. Central Avenue
Cicero, IL 60804-4398
Facsimile: (708) 656-0719

and to:

Morton College PTA Program
3801 S. Central Avenue
Cicero, IL 60804-4398
Attention: Dr. Alison Gehrke, PT, DPT
Program Director
Facsimile: (708) 656-8031

With a Copy to:

The School Legal Counsel at:
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60402

Telephone: 708-656-7000
Facsimile: 708-656-7001

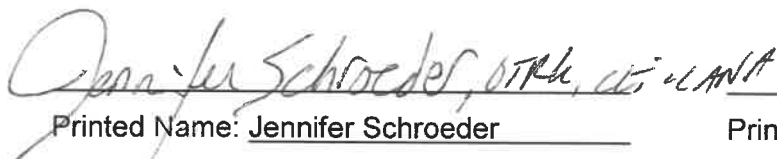
or to such other addresses as the parties may specify in writing from time to time.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.
16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

Concord Therapy, LLC

MORTON COLLEGE:



Printed Name: Jennifer Schroeder

Printed Name: _____

Title: Executive Director

Title: _____

Date: 10-19-20

Date: _____

Physical Therapist Assistant Program:

Printed Name: Alison Gehrke, PT, DPT

Title: Program Director

EXHIBIT A

NAME/LOCATION OF FACILITY SITES:

Fairmont Care
5061 N Pulaski Rd
Chicago, IL 60630

Oakbrook Care
2013 Midwest Rd
Oakbrook, IL 60523

Wauconda Care
176 Thomas Ct
Wauconda, IL 60084

Our Lady of Angels³⁵
1201 Wyoming Ave
Joliet, IL 604

EXHIBIT B

LIST OF PROGRAMS:

Physical Therapist Assistant Program

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: **Concord Therapy, LLC**

School: Morton College

Program: Physical Therapy Assistant

Facility requires:	Yes	No
Please check box to indicate requirements		
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. Current CPR health care provider card	X	<input type="checkbox"/>
b. Hepatitis vaccination	X	<input type="checkbox"/>
c. OSHA compliance for prevention of transmission of blood born pathogens and TB	X	<input type="checkbox"/>
d. Other: <u>Rubella, Rubeola, Mumps, Varicella (with proof of immunization or titer), and negative annual TB skin test</u>	X	<input type="checkbox"/>
4. Criminal background check (paragraph A.5) If yes, type of check _____	X	<input type="checkbox"/>
5. Drug screen (paragraph A.5) If yes, type of screening _____	<input type="checkbox"/>	X
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	X
7. Evidence of relevant faculties' certifications or licensures (paragraph E.4)	<input type="checkbox"/>	X
8. Additional insurance coverage (paragraph E.2) If yes, type of insurance and coverage required _____	<input type="checkbox"/>	X
9. Other <u>Flu Shot</u> _____	X	<input type="checkbox"/>

School requires:		
1. Copy of relevant Facility policies (paragraph B.8)	X	<input type="checkbox"/>
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	X	<input type="checkbox"/>
3. Other _____	<input type="checkbox"/>	X

EXHIBIT D

Confidentiality of Protected Health Information

1. Definitions

The following definitions apply only to this Exhibit.

- a. **Business Associate.** "Business Associate" shall mean Morton College ("The School").
- b. **Facility.** "Facility" shall mean Concord Therapy, LLC ("Facility").
- c. **Individual.** "Individual" shall refer to a patient and have all the same meaning as the term "individual" in *45 CFR §164.501* and shall include a person who qualifies as a personal representative in accordance with *45 CFR §164.502(g)*.
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at *45 CFR Part 160 and Part 164, Subparts A and E*.
- e. **Protected Health Information.** Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in *45 CFR §164.501*, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in *45 CFR §164.501*.
- g. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. **Capital Terms.** All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

2. Obligations of Business Associate

- a. The Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.
- b. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the Agreement.
- d. The Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under *45 CFR §164.524*.

- g. If the Business Associate obtains PHI in a Designated Record Set, the Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.
 - h. The Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.
 - i. The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - j. The Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in the Agreement, the Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Physical Therapist Assistant Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.
4. **Obligations of the Facility and Provisions for the Facility to Inform the Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**
- a. The Facility shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI.
 - b. The Facility shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
 - c. The Facility shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
5. **Permissible Requests by the Facility.** The Facility shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.
6. **Term and Termination**
- a. **Term.** The obligations of this Attachment shall become effective, if at all, in accordance with the provisions set forth in Section C.1. of this Agreement, and shall continue until all PHI provided by the Facility to the Business Associate, or created or received by the Business Associate on behalf of the Facility, is destroyed or returned to the Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

- b. **Termination for Cause.** Upon the Facility's knowledge of what it believes to be a material breach of this Attachment by the Business Associate, the Facility shall either:
- (i) Provide an opportunity for the Business Associate to cure the alleged breach or end the alleged violation and terminate the Agreement if the Business Associate does not cure the alleged breach or end the violation within the time specified by and to the satisfaction of the Facility;
 - (ii) Immediately terminate the Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.
- c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Facility, or created or received by the Business Associate on behalf of the Facility. If the Business Associate destroys all or some of the PHI, the Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of the Business Associate
- d. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between the Business Associate and the Facility, that return or destruction of PHI is infeasible, the Business Associate shall extend the protections of this Attachment to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

From: [Keith McLaughlin](#)
To: [Ana L Valdez](#)
Subject: Re: Request for Approval Nov. BOT Meeting/Membership site for nurse educators
Date: Friday, November 6, 2020 11:02:47 AM

I approve this for action at the November BOT Meeting.

On Nov 6, 2020, at 12:00 PM, Ana L Valdez <ana.valdez@morton.edu> wrote:

[<image002.jpg>](#)
Ana Valdez
Executive Assistant - Provost
P: [\(708\) 656-8000](tel:(708)656-8000), Ext. 2241
E: Ana.Valdez@morton.edu
www.morton.edu

From: Nancy Jeffries
Sent: Thursday, October 29, 2020 2:44 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>; Ana L Valdez <ana.valdez@morton.edu>
Cc: Lydia Falbo <Lydia.Falbo@morton.edu>
Subject: FW: PROPOSED ACTION Template

Hello,

Please see email below and attachments that were submitted on October 14, 2020.

Thank you,

[<image001.jpg>](#)
Nancy Jeffries
Administrative Assistant -Health Careers
P: [\(708\) 656-8000](tel:(708)656-8000), Ext. 2265
E: Nancy.Jeffries@morton.edu
www.morton.edu

PROPOSED ACTION:

THAT THE BOARD APPROVE "KEITH RN THE USE OF THE CASE STUDIES AND CLINICAL REASONING RESOURCES FOUND INSIDE THIS MEMBERSHIP FOR OUR NURSING FACULTY REMOTE TEACHING".

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:

\$ 2,195.00 Annual Membership

ATTACHMENT:

Estimate



KeithRN
3700 153rd Lane NW
Andover, MN 55304 US
Keith@KeithRN.com
www.KeithRN.com

Estimate 1032

ADDRESS	DATE	TOTAL	
Morton College	10/13/2020	\$2,195.00	

ACTIVITY	QTY	RATE	AMOUNT
Membership site for nurse educators:All-Inclusive Nurse Educator Membership-THINK Like a Nurse Provides all-inclusive access to all full-time and clinical adjunct faculty for 12 months. The use of the case studies and clinical reasoning resources found inside this membership can be utilized by all faculty as long as the membership remains current.	1	2,195.00	2,195.00
Membership for 12 Full-time faculty, all adjunct faculty are included at no charge.			

TOTAL	\$2,195.00
-------	------------

THANK YOU.


Accepted By

Accepted Date

From: [Keith McLaughlin](#)
To: [Ana L Valdez](#)
Subject: Re: Request for Approval for Nov BOT Meeting/Nursing NLN Renewal Membership
Date: Friday, November 6, 2020 11:00:28 AM

I approve this for action at the November BOT Meeting.

On Nov 6, 2020, at 11:57 AM, Ana L Valdez <ana.valdez@morton.edu> wrote:

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

From: Nancy Jeffries
Sent: Monday, November 2, 2020 9:42 AM
To: Board Materials <board.materials@morton.edu>
Cc: Lydia Falbo <Lydia.Falbo@morton.edu>
Subject: Nursing NLN Renewal Membership

Good Morning,

I hope all is well. Here's a copy of the Proposed Action and Rationale for our Nursing Membership Renewal for National League for Nursing to go to the November Board Meeting.

Thank you,

 **Nancy Jeffries**
Administrative Assistant -Health Careers
P: [\(708\) 656-8000](tel:(708)656-8000), Ext. 2265
E: Nancy.Jeffries@morton.edu
www.morton.edu

PROPOSED ACTION:

THAT THE BOARD APPROVE NURSING NATIONAL LEAGUE FOR NURSING
MEMBERSHIP

RATIONALE:

School Membership

[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:

\$ 1,500.00

ATTACHMENT:

Invoice



**National League
for Nursing**

National League for Nursing
2600 Virginia Ave, NW – 8th Fl
Washington, DC 20037

Telephone: (202) 909-2500, Fax: (202) 888-3111
Employer Identification Number: 13-1896510

Agency Membership Renewal Invoice

Morton College
Department of Nursing
3801 S Central Ave
Cicero, IL 60804-4300

Invoice Date: 10/30/2020
Invoice Number: 39143921

Agency ID: 391439

Dues Balance: \$1,500

Payment Due Upon Receipt

For single campus/site schools, annual membership dues are based on the total number of graduates from all nursing programs. For schools with multiple campuses/sites there is a flat membership fee plus an additional fee per campus/site. For all schools please provide the total number of individuals who graduated between September 1, 2019 and August 31, 2020. Please remit payment according to the structure below.

Nursing Programs	Number of Graduates	Membership Fee Structure
○ Practical Nursing	_____	Single campus/site school
○ Associate Degree	_____	○ 0-50 graduates \$1,215
○ Diploma	_____	○ 51-100 graduates \$1,500
○ Baccalaureate	_____	○ 101 or more graduates \$1,785
○ RN to BSN	_____	
○ Master's	_____	Schools with multiple campuses/sites
○ Doctoral	_____	○ Main campus/site \$1,785
		○ Additional campus(es)/site(s) \$375

Total Number of Graduates _____

One or main campus/site \$ _____

Membership Dues Balance \$ _____

Total amount enclosed for period January-December 2021 \$ _____

Payment Options

- Check enclosed, National League for Nursing, 2600 Virginia Ave., NW - 8th Floor, Washington, DC 20037
- Charge my credit card: ☐ American Express ☐ Discover ☐ Mastercard ☐ Visa

Card Number: | | | | | | | | | | | | | | | |

Exp Date: | | | | | (MM/YY)

Name as it appears on card: _____

Signature: _____

Did you remember to:


* include agency ID 391439 on check * return a copy of this invoice with payment * keep a copy for your records

THANK YOU!

From: [Keith McLaughlin](#)
To: [Ana L Valdez](#)
Subject: Re: Request for Approval for Nov.BOT Meeting/KAPLAN I-HUMAN FOR NURSING PROGRAM FALL FEES
Date: Friday, November 6, 2020 11:07:01 AM

I approve this for action at the November BOT Meeting.

On Nov 6, 2020, at 11:58 AM, Ana L Valdez <ana.valdez@morton.edu> wrote:

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

From: Nancy Jeffries
Sent: Wednesday, November 4, 2020 12:29 PM
To: Melissa Ridyard <melissa.ridyard@morton.edu>; Ana L Valdez <ana.valdez@morton.edu>; Mireya Perez <mireya.perez@morton.edu>; Board Materials <board.materials@morton.edu>
Cc: Lydia Falbo <Lydia.Falbo@morton.edu>
Subject: Nursing

Hello,

I hope all is well. This is the Kaplan fall 2020 semester fees that need to go to November Board Meeting.

Thank you,

 **Nancy Jeffries**
Administrative Assistant -Health Careers
P: [\(708\) 656-8000](tel:(708)656-8000), Ext. 2265
E: Nancy.Jeffries@morton.edu
www.morton.edu

PROPOSED ACTION:

That the Board approve the purchase of Kaplan I-Human software for the students in the Nursing Program. To offset the cost, the funds will come from Nurse 107-108 student's fees, \$31,150.00 and CARES funds, \$46,500.00, in the total amount of \$77,650.00, as submitted.

RATIONALE:

This program is provided for the entire two years. Kaplan allow students to have access to NCLEX prep course, virtual clinical, and several adaptive testing quizzes for each course the students are enrolled in. This program is to keep board test rates increased as students continuous learning remotely and on site. This software was approved by students and faculty after reviewing several other demonstrations they thought this would be the best to further their education. NUR 107-108 fees were put in place to obtain this software, \$31,150 will be paid from student fees and the \$46,500 will be covered by CARES funds these fees are for Fall term 2020.

[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:

\$31,150.00 for sophomore students Fall term 2020

\$46,500.00 for freshmen students Fall term 2020

\$77,650.00 Total for Fall Term 2020 Semester

ATTACHMENT:

Invoice



Invoice No.
3148-13667-2

Kaplan Higher Education - NIT and iHuman
P.O. Box 203930
Dallas, TX 75320-3930

SID: 1831358171

Invoice Date: 10/22/2020
Due Date: 11/21/2020
Amount Due: \$ 77,650.00

SCHOOL:

Morton College
3801 S Central Ave
Cicero, IL 60804

Lydia Falbo
708-656-8000
lydia.falbo@morton.edu

AP CONTACT:

Lydia Falbo
708-656-8000
lydia.falbo@morton.edu

May 2021 w CAT and UNE - ODWC21086

START DATE	END DATE	EID	BILLABLE	FINAL COUNT	PRICE	AMOUNT
2020-07-01	2021-01-31	1304957571	89	89	\$ 350.00	\$ 31,150.00
Subtotal:						\$ 31,150.00

May 2022 w CAT and UNE - ODWC22021

START DATE	END DATE	EID	BILLABLE	FINAL COUNT	PRICE	AMOUNT
2020-07-01	2021-01-31	1304961224	186	186	\$ 250.00	\$ 46,500.00
Subtotal:						\$ 46,500.00

TOTAL: \$ 77,650.00

REMITTANCE:

Kaplan Higher Education - NIT and iHuman
P.O. Box 203930
Dallas, TX 75320-3930

Please be advised cohort counts are final 10 business days from date of invoice.

Memorandum of Understanding
Morton College
Instructional Delivery Framework
Spring 2021

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.
- Most on-campus classes will be capped at 12 students, except where faculty agree to larger class sizes to be housed in large classrooms/lecture halls.

“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 Jan. 5, 2021.

“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.
 - Training may include participation in TLC online symposia events, completion of ION courses, and online Blackboard training courses offered by the instructional technology
- 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.

The President as the Chief Executive Officer is directly responsible and accountable to the Board. In accordance with state statutes, and authority of the Board, the President executes directly or by delegation to members of the staff, all executive and administrative duties necessary for the operation of the College.

The President shall have the following duties and responsibilities:

- a. To run the day-to-day operations of the College, make all final operational decisions, and 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.
- b. To define and interpret the purposes and goals of the comprehensive two-year college in the State of Illinois to the Board, public and college staff.
- c. To assume primary responsibility for the attainment of these goals, for administrative action, and for establishing and maintaining channels of communication which link the components of the academic community.
- d. To represent the institution to the public, and be chief spokesman for the College.
- e. 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.
- f. To present to the Board employee views, including dissenting ones, in areas and on issues of significant concern. (See Board Policy 8.24.)
- g. To inform the employee of the views of the Board and the administration on the various issues which from time to time confront the College. See Board Policy 8.24.)
- h. ~~To recommend to the Board for its approval all candidates for full-time employment including part-time administrators and part-time faculty; and to report to the Board all non-faculty part-time employments and full-time overload assignments.~~ To recommend to the Board for its approval all candidates for full-time and part-time employment, including dismissal, and shall have the authority to make emergency hires for a period not exceeding thirty (30) days when there is an urgent need to commence employment.

- i. ~~To recommend to the Board for its approval all full-time terminations and retirements and to report to the Board all full-time resignations and all part-time resignations, terminations, and retirements.~~ To report to the Board all resignations.
- j. To ensure that each administrator and each full-time member of the faculty and classified staffs and each part-time member of the faculty, be evaluated in writing on an annual basis. Part-time staff members may also be evaluated.
- k. To strive for the creation of new resources as well as the maintenance of existing ones.
- l. To serve as a mediator between and among the students, the public, the college staff and the Board as appropriate.
- m. To keep the Board apprised regarding the operations of the College in a reasonable and responsible time frame.
- n. To inform the Board of any trustee's question, concern, or non-binding advice regarding the operations of the College and any answer given or action taken as a result thereof in a reasonable and responsible time frame. (See Board Policy 1.9.)

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: [Blanca E Jara](#)
To: [Maria Sanchez Anderson](#); [Ana L Valdez](#)
Subject: Fwd: Northern Training Contract for the November Board Meeting
Date: Friday, November 6, 2020 2:32:34 PM
Attachments: [Morton Community College Agreement October 2020 SIGNED.pdf](#)

For November board.

Thanks,

Blanca Jara
Executive Director of Institutional Advancement/FOIA Officer
Morton College
3801 S. Central Ave.
Cicero, IL 60804
Office (708) 656-8000, Ext 2216
www.Morton.edu

Begin forwarded message:

From: Irina V Cline <irina.cline@morton.edu>
Subject: Northern Training Contract for the November Board Meeting
Date: October 30, 2020 at 9:49:13 AM CDT
To: Blanca E Jara <blanca.jara@morton.edu>
Cc: "Perla A. Santoyo" <perla.santoyo@morton.edu>

Blanca,

For some reason the attached contract was not included in the October Board Meeting agenda. Could you please submit it for the November meeting? The document is revised by MC legal team and signed by the provider. Below is the action sheet for the contract. Thank you.

PROPOSED ACTION: THAT THE BOARD RENEW THE AGREEMENT WITH NORTHERN TRAINING AND REVIEW, LLC TO PROVIDE POWERED INDUSTRIAL TRUCK AND AERIAL LIFT OPERATOR'S TRAINING FOR ONE CALENDAR YEAR.

RATIONALE: [Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes]
Morton College will provide industrial truck and aerial lift operator's training to its students as a part of Community and Continuing Education programming.

COST ANALYSIS: At the conclusion of each course that runs and is not cancelled for low enrollment or other reasons, 55% of the collected tuition and fees will be collected by Northern Training and Review, LLC and the remaining 45% will be retained by Morton College from the student registration fees collected by Morton College upon student enrollment.

ATTACHMENTS: Contract



Irina Cline
Director of Community and Continuing Education
P: (708) 656-8000, Ext. 2383
E: Irina.Cline@morton.edu
www.morton.edu

CONTINUING EDUCATION PROGRAM AGREEMENT

Powered Industrial Equipment **Material Handling and Aerial Construction**

THIS EDUCATIONAL SAFETY OPERATORS TRAINING PROGRAM AGREEMENT (the "Agreement") is entered into this 13 day of October, 2020, by and between Morton Community College District No. 527 ("College") and Northern Training and Review, LLC ("Educator").

WITNESSETH:

WHEREAS, Educator has proposed to provide an educational program to be offered under the auspices of College beginning October 27, 2020; and

WHEREAS, Colleges desires to avail Educator's expertise in powered industrial truck and aerial lift operator's training to educate its students.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Responsibilities of College.

- 1.1 To list, in semester course catalogs, operator training courses provided by Educator. The number and type of courses and semesters for which they will be offered is at the discretion of College.
- 1.2 To schedule and price operator training courses for each semester and according to the program-planning schedule established and provided by College.
- 1.3 To register students for any of Educator's listed courses in accordance with registration policies and procedures established by College.
- 1.4 To college tuition and fees in accordance with payment and fee policies established by College.
- 1.5 To remit, at the conclusion of each course that runs and is not cancelled for low enrollment or other reasons 55 % of the collected tuition and fees directly to Educator. College shall retain the remaining 45% of the collected tuition and fees.
- 1.6 College may at its discretion promote Educator's programs through College's website, social media, newsprint, brochures and fliers.
- 1.7 College shall be entitled to examine the credentials of any instructor proposed by Educator to be assigned to teach a particular course or courses, and to review and pre-

approve course content as provided in paragraph 2.1 below, for the purpose of ensuring that the course or courses involved will be consistent with College academic standards.

- 1.8 College will maintain facilities that are ADA compliant and is committed to the policy that all persons shall have equal access to its programs, facilities and equipment without regard to race, color, creed, religion, national origin, sex, marital status, disability, public assistance status, veteran status or sexual orientation.

2.0 Responsibilities of Educator.

- 2.1 To provide to College any information required for successfully scheduling and executing operator training courses. This information includes, but is not limited to, course titles, course descriptions, information regarding required instructional supplies, specialized audio visual or media needs, and Educator's instructor information. Information shall be provided to College according to the program-planning schedule established and provided by College.
- 2.2 To submit to College for approval, at least thirty (30) days prior to the start of classes, all course syllabi and credentials of instructor(s) for the purpose of enabling College to verify that the course(s) being provided will be consistent with College academic standards.
- 2.3 Educator guarantees that each instructor will conduct himself/herself according to College's applicable rules, procedures and standards, including by not limited to adhering to all scheduled classes for a full-time period of each class and providing quality instruction materials.
- 2.4 To provide qualified instructors possessing all applicable state and local government certificates and operators cards.
- 2.5 To distribute course evaluations in each course/section where required, and provide copies of the evaluations within an agreed timeframe after the end of each course/section to Continuing Education.
- 2.6 Educator to maintain liability insurance coverage in the amount of 1,000,000 per occurrence for personal injuries that may arise from the conduct of operator training courses including injury to anyone arising from the actions or omissions of Educator's employees or equipment.
- 2.7 To ensure that Educator employees inform and instruct students in the proper and safe usage of operator training equipment and tools prior to the start of each course/section.
- 2.8 To ensure that safety procedures are followed by students as well as Educator's employees at all times a class is in session.

3.0 Term.

The term of this Agreement shall commence on October 27, 2020 ("Effective Date") and end on June 30, 2021 unless terminated earlier in accordance with the terms of this Agreement ("Termination Date"). The Parties shall review the Agreement before the end of the Agreement term for the purpose of determining whether they are willing to renew the Agreement, and whether any revisions of the Agreement are necessary or advisable.

4.0 Termination.

Either Party may terminate this Agreement with one semester advance written notice to the other Party. Additionally, College may terminate this Agreement for breach or otherwise unsatisfactory performance of its provisions by Educator, on 14 calendar days' written notice to Educator identifying the performance deficiencies which are the basis for termination. In the event of termination, students receiving training from Educator shall be allowed to complete their respective program.

5.0 Indemnification.

To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Party, and such other Party's officers, agents, trustees, employees or volunteers individually and collectively from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses imposed upon or incurred by or asserted against the other Party and its officers, agents, trustees, employees or volunteers, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of the Party, its officers, agents, volunteers or employees, relating to the actions undertaken pursuant to this Agreement.

6.0 Entire Agreement.

This Agreement constitutes the entire Agreement between Educator and College, and it shall not be amended, altered or changed except by a written Agreement signed by the Parties hereto.

7.0 Governing Law.

This Agreement shall be governed by the laws of the State of Illinois regardless of conflict of law principles. Both parties agree that the exclusive venue for any claim, controversy, or litigation arising from this Agreement shall be the courts located in Cook County, Illinois.

8.0 Assignment.

This Agreement may not be assigned by Educator without the express written consent of the College.

9.0 Severability.

If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect.

10.0 Counterparts.

This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

11.0 Authority.

The College and Educator represent and warrant that the undersigned has the authority to bind each respective Party.

To the extent applicable, the College and Educator represent and warrant that this Agreement has been formally approved by each Party's governing body and in accordance with applicable law.

WHEREFORE, the Parties by their duly authorized representatives have executed this Agreement on the dates set forth beside their signatures below, effective as of the date first set forth on page 1 of this Agreement.

For and on behalf of:

Northern Training and Review, LLC

Educator Name

By: _____

Sales and Training Representative

Name: Joseph Colangelo V.P.

Date: October 13, 2020

Morton Community College Dist. No. 527

School Name

By: _____

Name: _____

Date: _____

From: [Mireya Perez](#)
To: [Ana L Valdez](#); [Maria Sanchez Anderson](#)
Subject: FW: Draft of Agreement with 3OE for Title III Year 2
Date: Thursday, November 12, 2020 12:03:02 PM
Attachments: [BoardAction_3OE_November2020.docx](#)
[3OE Agreement TitleIII SecondYear Draft 11 12 20.docx](#)

Please include in this month's board agenda.

Thanks,

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

From: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Sent: Thursday, November 12, 2020 12:01 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: RE: Draft of Agreement with 3OE for Title III Year 2

Attached is the Board Action Sheet.

Thanks,

Keith

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: Mireya Perez <mireya.perez@morton.edu>
Sent: Thursday, November 12, 2020 11:21 AM
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Subject: RE: Draft of Agreement with 3OE for Title III Year 2

PROPOSED ACTION:

The Board approve the agreement with 3OE Higher Education Solutions, an Independent Contractor - to assist with and support of the second year activities associated with implementation, tracking, and reporting of the Department of Education five-year Title III Grant, and to serve as an Independent Evaluator of the grant, in compliance with grant requirements - in the amount not to exceed \$30,331.00, effective from December 15, 2020 to June 30, 2021, as submitted.

RATIONALE:

The College was notified by the Department of Education on September 16, 2020 of the continuing award for the second year (federal fiscal year October 1, 2020 – September 30, 2021) of a five-year Title III Grant – Strengthening Institutions Program, awarded to Morton College, effective October 1, 2019.

COST ANALYSIS:

\$30,331. Grant-funded.

ATTACHMENT:

MORTON COLLEGE INDEPENDENT CONTRACTOR AGREEMENT

This Agreement outlines the **second year** arrangement between 3OE SOLUTIONS, a registered company in the State of Pennsylvania, providing project lead and implementation solutions for institutions of higher education, hereafter referred to as 3OE, and Morton College, hereafter referred to as CLIENT. 3OE and CLIENT are the only parties to this Agreement. CLIENT desires to engage 3OE to:

1. Assist in the ongoing administration of the **second year** of the U.S. Department of Education Title III Grant project – MC Success (awarded September 2019) -according to the grant program, guidelines, and federal regulations.
2. Perform ongoing tasks directly related to the **second year** project goals, objectives, and activities – tracking, compiling, reporting and preparing Annual and Interim Progress Reports for Client and the U.S. Department of Education.
3. Conduct and ensure an open, impartial evaluation of the project, along with the MC Institutional Research department, and the submission of evaluation findings and reports in compliance with grant award requirements.
4. Maintain and routinely update dashboard system for recording and reporting progress of guideline objectives and outcomes.
5. Maintain and routinely update the project management platform to ensure development and implementation of the two key project strategies: the establishment of a STEM Resource Center and the development of an Engineering AS degree.
6. Ensure open and continuous communication with the MC-SUCCESS team members.
7. Research, identify and report to project director on best practices, professional development for faculty and staff, and career opportunities for students in STEM related fields.
8. Coordinate and collaborate with other project personnel.
9. Design all program marketing and communication collateral across all platforms

In consideration of the foregoing representations, CLIENT and 3OE have agreed upon the terms and conditions as stated in this Agreement as follows:

1. TERM OF THE AGREEMENT

The term of this Agreement shall commence on **12/1/20** and terminate **09/30/21**. Either party may terminate this Agreement on thirty (30) days' written notice. All provisions of this Agreement shall apply to all services and all periods of time in which 3OE renders services for or on behalf of CLIENT, regardless of the date on which the Agreement is actually executed.

2. INDEPENDENT CONTRACTOR STATUS

The express intention of the parties is that 3OE is an independent contractor and not an employee, agent, or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between 3OE and CLIENT or any employee or agent of 3OE. Both parties acknowledge the 3OE is not an employee for state or federal tax purposes.

3OE declares that 3OE is self-employed and engaged in the independent business of consulting and project lead services.

3. LICENSING REQUIREMENTS

3OE declares that 3OE has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

4. TAX RESPONSIBILITIES

3OE declares that 3OE has complied with all necessary federal, state, and local self-employment tax requirements and that 3OE shall file all of the necessary tax returns and pay all of the necessary self-employment taxes. CLIENT shall not assist with any federal or state income tax withholdings or make any tax contributions on behalf of 3OE.

5. INSURANCE

3OE declares that 3OE has obtained professional liability insurance for 3OE and that 3OE shall make all applicable premium payments, deductibles, and renewal payments for such insurance policies of 3OE. 3OE agrees to hold harmless and indemnify CLIENT for any and all claims arising out of any injury, disability, or death of 3OE. 3OE understands that CLIENT shall not obtain or pay for any insurance on behalf of 3OE.

6. PERFORMANCE OF SERVICES

3OE shall work on selected projects designated by Morton College and related to the Morton College Provost Office as delineated in the opening section of this agreement.

3OE representatives shall report to the Morton College Provost/Project Director and work in collaboration with:

- Provost staff as assigned

3OE reserves the sole right to control or direct the manner in which services are to be performed.

3OE shall retain the right to perform similar services for other entities during the term of this Agreement but agrees to use its best efforts to perform the consulting services for Morton College.

3OE reserves the right to refuse to perform services outside the scope of this Agreement.

Subject to the foregoing, CLIENT reserves the right to inspect, stop work, prescribe alterations, and generally to supervise the work to ensure its conformity with that specified in this Agreement.

7. TIME AND LOCATION OF WORK

3OE shall perform the services required by this Agreement at any place or location and at any time as 3OE and Client deem necessary, appropriate, and in support of a successful implementation of the Title III grant. This will include regular conference calls, electronic communications and face-to-face, on campus meetings with the project director and/or other project personnel every 4-6 weeks between

3OE representatives and Client.

8. TERMS OF PAYMENT

Client agrees to compensate 3OE **\$30,331** for the aforementioned projects, invoiced in seven separate monthly payments.

9. PAYROLL AND EMPLOYMENT TAXES

No payroll or employment taxes of any kind shall be withheld or paid by CLIENT on behalf of 3OE, including without limitation, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, workers' compensation, and state unemployment tax. CLIENT's understanding is that 3OE is taking care of all of these items.

10. EXPENSES

3OE shall be responsible for all costs and expenses incidental to the performance of services for CLIENT, including without limitation, any costs of travel and related expenses, fees, fines, licenses, or taxes required of or imposed against 3OE and all other of 3OE costs of doing business. CLIENT shall not be responsible for expenses incurred by 3OE in performing services for CLIENT except for costs and fees directly associated with platform subscriptions and domain registration for online components that will be owned by CLIENT.

11. INDEMNIFICATION

To the extent permitted by law, 3OE will indemnify protect, defend and hold the College, its trustees, individually and collectively, and its affiliates, officers, agents and employees (the "Indemnified Parties") free and harmless for any and all liabilities, claims, demands, actions, costs, suits or matters arising out of or related to the performance of the work under this Agreement, whether based upon or claimed to be based upon statutory, contractual, tort or other liability of any indemnity hereunder, provided that no party shall be indemnified for claims arising from such party's own negligence. The provisions of this Article shall not be construed to require 3OE to indemnify any party for or against such party's own negligence. The obligations of 3OE pursuant to this Article are not to be construed to negate or reduce any other right or obligation of indemnification which would otherwise exist as to any party or person described in this Article. 3OE obligation to indemnify the CLIENT shall survive the termination of this Agreement.

12. CONFIDENTIALITY

So long as this Agreement remains in effect, 3OE may have access to and become acquainted with various trade secrets, consisting of management, financial, and operational materials, and methods and processes, and compilations of information, and records and specifications of the CLIENT, which are owned by the CLIENT and which are regularly used in the operation of the CLIENT's business. 3OE acknowledges such information is secret and confidential (except as prohibited by law) and that the

CLIENT disclosed the same to 3OE so it could undertake the work per this Agreement. 3OE shall not disclose any such secrets, directly or indirectly, or use them in any other way either during the term of this Agreement or at any time thereafter, except as required in the course of its performance in accordance with Agreement or otherwise as required by law. The CLIENT acknowledges that 3OE may develop for itself, or for others, problem solving approaches, frameworks or other tools or information similar to the materials and processes developed in performing the work per this Agreement and any additional services it provides to the CLIENT, and nothing contained herein precludes 3OE from developing or disclosing such materials and information provided that the same do not contain or reflect confidential information belonging to the CLIENT.

All files, records, documents, drawings, specifications, equipment and similar items relating to business at the CLIENT, whether prepared by 3OE or those acting on behalf of 3OE, shall remain the property of the CLIENT. 3OE shall not be entitled to review any records protected by the Family Educational Rights and Privacy Act, except upon written approval by an officer of the CLIENT.

At any time upon the CLIENT's request and/or upon termination of the Agreement, 3OE shall immediately deliver to the CLIENT all personal property owned by, belonging to or concerning any part of the CLIENT's activities or concerning any part of 3OE activities relating to the Project (collectively, the "Property"). The Property is acknowledged by 3OE to be the CLIENT's property, which is only entrusted to 3OE on a temporary basis in its capacity as a provider of services to the CLIENT.

13. SUBSIDIARY OR AFFILIATE OF CONTRACTOR

By signing this contract, 3OE agrees that the work shall be in the name of 3OE. 3OE may not enter into a contract with the CLIENT in the name of any affiliate, subsidiary, parent, brother or sister company or related entity of 3OE. 3OE may not subcontract the work of the agreement. Subcontracting will be deemed to be in substantial compliance with the contract and will be deemed to be non-responsive to the CLIENT's contractual terms.

3OE has no authority to contract with third parties. 3OE may recommend vendors to the Provost. In the event the CLIENT secures a vendor to provide professional service to the CLIENT and such costs are directly or indirectly passed on to the CLIENT for payment, the party providing the primary professional service shall not 'mark-up' the costs to the CLIENT and that the CLIENT shall only be responsible for any actual costs incurred and paid for by the contractor providing professional services directly to the CLIENT. 3OE must disclose all financial gains resulting from vendor contracts or for service procured by third party vendors.

14. NOTICES

All notices and demands required hereunder shall be deemed given upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by a reputable overnight delivery carrier; or (c) three (3) business days after the sender posts with the United States Post Office via registered or certified mail (return receipt requested) with postage prepaid and properly addressed as follows or to such other address as either party may specify in writing.

If to CLIENT: Office of the President

Morton College
3801 S. Central Avenue
Cicero, IL 60804

If to 3OE: Peter A. Castor, President
3OE Solutions
2226 Silver Lane
Willow Street, PA 17584

15. MISCELLANEOUS

A. Construction and Governing Law

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The parties acknowledge that they have had an opportunity to negotiate, review, and revise this Agreement and have it reviewed by legal counsel, if desired. Further, the parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate. Therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement.

B. Modification

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by authorized representatives of each party. No waiver by either party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

C. 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.

D. Facsimile Transmission

A signature affixed to this Agreement and transmitted by electronic/digital means shall have the same effect as an original signature.

E. Non-Assignment

This Agreement is personal in character and neither the CLIENT nor 3OE shall assign its respective interest in this Agreement without the prior written consent of the other. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

F. Partial Invalidity

Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision, to any extent, is found to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions shall remain in full force and effect without impairment or invalidation.

17. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts, and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

This Agreement shall be governed and construed in accordance with common U.S. law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

Executed on the date and year first above written, by:

3OE SOLUTIONS – INDEPENDENT CONT.:

MORTON COLLEGE — CLIENT:

President

President

Date_____

Date_____

Joseph Florio

From: Nick Santarelli <nsantarelli@lodestroconstruction.com>
Sent: Thursday, October 22, 2020 6:24 AM
To: Joseph Florio
Subject: MC - STEM Classrooms Hallway Proposal
Attachments: Proposal - 2020.10.22.pdf

Joe

Attached is the updated proposal for the STEM hallway polished concrete.

Let me know if there is anything else I can provide.

Thank you

Nick Santarelli

Lo Destro Construction Company
211 E. Ontario St., Suite 500
Chicago, IL 60611
Cell: 630.336.4427

www.lodestroconstruction.com



Please consider the environment before printing this e-mail

CONFIDENTIALITY NOTE: This e-mail is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient is prohibited. If you have received this e-mail in error, please call Nick Santarelli at 630.336.4427 and destroy the original message and all copies.

PROPOSED ACTION: THAT THE BOARD APPROVE THE POLISHING OF THE STEM CENTER HALLWAY FLOOR AND ADJACENT ROOMS IN THE AMOUNT OF \$30,972, TO THE LOWEST QUOTE RECEIVED FROM LO DESTRO CONSTRUCTION COMPANY.

RATIONALE: THREE QUOTES WERE OBTAINED AND LO DESTRO HAD THE LOWEST QUOTE.

LO DESTRO - \$30,972

ARTLOW SYSTEMS - \$32,112.20

PSI PROFESSIONAL SURFACE - \$31,628.45

COST ANALYSIS: \$30,972

ATTACHMENT: QUOTES

**Building C - Hallway Improvements
Polished Concrete Proposal
2020.10.19**

DESCRIPTION	TOTAL COST
Dust Control / Protection of Existing Finishes	\$ -
Provide protection of existing finishes and public	\$ -
All work performed on straight time	
Demolition	\$ -
Remove existing carpeting by Morton College	
All work to be performed on straight time	
Resilient Flooring	\$ 1,940
Provide new base and reinstall existing wood base	\$ 1,940
All work performed on straight time	
Polished Concrete	\$ 27,006
Provide polished concrete to match cafeteria - Class A grind	\$ 27,006
All work performed on straight time	
Construction Clean	\$ -
Provide construction clean at completion of the project	\$ -
All work performed on straight time	
Total Cost	\$ 28,946
General Conditions/Supervision	\$ 1,447
Insurance	\$ 579
Total Cost	\$ 30,972

CLARIFICATIONS

All work to be performed on straight time



ARTLOW PROPOSAL

170 S. Gary Avenue, Carol Stream, IL 60188, 1(800)5-ARTLOW, (630)653-8111, Fax (630)653-8171

"The Professional Concrete Protectors" ... Serving the Nation Since 1963

Sooner or Later You'll Use ARTLOW SYSTEMS... A Union Contractor

Customer ID: 10130

Proposal ID: 51795

Company: LO DESTRO CONSTRUCTION

Proposal Date: 10/7/2020

Attn: MATT FOSSALI

Proj/Site Name: MORTON COLLEGE BUILDING C

Address: 649 SHEFFIELD

Address: 3801 CENTRAL

Room/PO Box:

Unit / Space:

City, State, Zip: SUGAR GROVE IL 60554

City, State, Zip: CICERO IL

We respectfully submit herewith our proposal for furnishing all labor, equipment, and material for...

PREPARATION

SYSTEM DESCRIPTION (SEE LINE A)

☒ Scrape
☐ Edge Grind
☒ Hand Sweep ☐ Machine Sweep
☐ Hand Scrub ☐ Machine Scrub
☐ HTC Grind to Remove:
☐ Non-Asbestos Mastic
☐ Leveling Compound
☐ HTC Grind for Prep
☐ Acid Etch ☐ Normal ☐ Mild
☐ Scrub with Arditiion
☒ CORRIDOR WORK

☐ Pressure Wash
☐ Shave Master
☐ Propane Burnish
☐ Shotblast
☐ Grit Screen
☐ Sand
☐ Solvent Tack
☐ Tile Removal
☐ Saw Cut Keyway(s)
☐ Rinse with Water
☐ Walk Behind Scrub

☐ Primer ☐ Membrane
☐ Overlay System " avg depth
 By:
☐ Quartz System ☐ Single ☐ Double
☐ Decorative Flake System
 By:
☒ Polishing System By: PROSOCO
 # of Steps: 5 up to 800 Grit Level
☐ Resin Polish ☐ Salt and Pepper ☒ Large Aggregate
☒ CONSOLIDECK LS & LS GUARD
☐
☐
☐
☐
☐ Clear ☐ Col
☒ Spray 1 Coats
☒ Hand Apply 1 Coats

A) Prep/Misc/Coating	(per above):	1855 "0 sq ft @	\$11.120	per sq ft	\$25,124.00
B) Cove	Chamfer	0 lin ft @	\$0.000	per lin ft	\$0.00
C) 4" Lines	<input type="checkbox"/> Sprayed <input type="checkbox"/> Hand Applied	0 lin ft @	\$0.000	per lin ft	\$0.00
D) Underseal with		0 lin ft @	\$0.000	per lin ft	\$0.00
E)	FOOTAGE IS APPROXIMATE				\$0.00
F)	CARPET TO BE REMOVED BY OTHERS				\$0.00
G)					\$0.00
H)	Provide Base at all locations				\$2,800.00
I)					\$0.00
J)	Mark Up				\$4,188.00
K)	Total Cost -				\$32,112.20

ARTLOW PROPOSAL

ProposalID: 51795

CONSTRUCTION JOINTS / SAW CUTS - Prepare and Install to Manufacturer Specifications...

<input type="checkbox"/> Constr. Joints	x	fill with:	0 lin ft @	\$0.000	per lin ft	\$0.00
<input type="checkbox"/> Saw Cuts	x	fill with:	0 lin ft @	\$0.000	per lin ft	\$0.00
<input type="checkbox"/> Perimeter	x	fill with:	0 lin ft @	\$0.000	per lin ft	\$0.00
<input type="checkbox"/> Diamonds	x	fill with:	0 lin ft @	\$0.000	per lin ft	\$0.00
<input type="checkbox"/>						\$0.00
<input type="checkbox"/>						
<input type="checkbox"/>						

Note: Caulking prior to manufacturer's specs may result in separation of joint sealant on either side or down the middle due to natural shrinkage of new concrete. See separate manufacturer's guidelines enclosed.

CRACK REPAIR - Rout and Sand or Grind to Grade

<input type="checkbox"/> Fill with	0 lin ft @	\$0.000	per lin ft	\$0.00
<input type="checkbox"/> Patch Miscellaneous	0 Holes @	\$0.000	per hole	\$0.00

JOINT RE-CONSTRUCTION

<input type="checkbox"/> Saw Cut	<input type="checkbox"/> Break Out
<input type="checkbox"/> Fill with	0 lin ft @ \$0.000 per lin ft \$0.00
<input type="checkbox"/>	\$0.00

FOOTAGES ARE APPROXIMATE FOR BIDDING AND WILL BE FIELD MEASURED AT TIME OF SAID WORK...

<input checked="" type="checkbox"/> To be completed in	1 phase(s),	4 day(s) per phase.	Add	0 day(s) for caulking.
<input checked="" type="checkbox"/> Price based on	<input checked="" type="checkbox"/> Weekday	<input type="checkbox"/> Weekend		
<input checked="" type="checkbox"/> mastic must be tested for asbestos with report prior to job start				
<input checked="" type="checkbox"/> 240/480 volt 3-phase power required onsite or add per day for generator rental				

TERMS OF PAYMENT - Net 30 Days, 1.5% will be added to invoice after 30 days if payment in full is not received.

0 % discount if payment, in full, is received within (5) working days of completion of said work.

Other Information:

NOTICE: This proposal is not valid until acceptance copy is signed and returned certifying your acceptance of the terms and conditions outlined in the "General Conditions of Proposal", regardless of and in addition to other contracts/purchase orders.

No verbal agreements either implied or expressed take precedence over this written proposal.

Accepted: _____ Date: _____ Brian McLean

Nick Santarelli

Subject: RE: Extra Hallways Pricing - Morton College

From: Matt Green <matt@psiamericas.com>

Sent: Monday, September 21, 2020 4:30 PM

To: Nick Santarelli <nsantarelli@lodestroconstruction.com>; Matt Fossali <mfossali@lodestroconstruction.com>

Subject: Extra Hallways Pricing - Morton College

Nick

Spoke with Kevin on the extra hallways you wanted him to look at. He said the footage was 1405 square feet. What will be more time consuming with this is the handwork and the fact that there is existing flooring it is meeting up to. With glue removal the doorways, door frames and any areas they meet up to will have to be done all by hand which obviously takes quite some time.

Here is a breakdown on the price -

1405 square feet - Glue / Mastic removal, larger aggregate exposure, normal patching (cracks, minor holes), caulk to be filled, densified, honed, polished to match existing finish - Level 2 Class C aggregate.

6 days

day 1 - 3 finishers to start removal process and initial grind of walls by hand

day 2 - 2 finishers to continue removal process, grind with 25 metals and continue the wall removal

day 3 - 2 finishers to finish 25 metals, 30 ceramics, patch the floor (normal Patching) and start 50 ceramics plus wall work.

day 4 - 2 finishers to finish 50 ceramics, 100 ceramics, densify floor - install joint filler.

day 5 - 2 finishers to finish 400 grit, continue handwork, corner tool all door frames and tight corners to remove all the glue and establish the aggregate and polish.

day 6 - 2 finishers to finish all handwork, clean the floor, install stain protection and high speed burnish. Addressing any minor issues that need to be addressed.

Furnish and install base - \$3,000

Polished concrete scope above - \$24,503

Mark Up - \$4,125.45

Total Proposal - \$31,628.45

Kevin stated they keep finding more and more rotten concrete that needed busted and out filled and I had them keep track of it.

Any questions reach out. If this is something you would like us to do I would recommend getting a answer very soon.

Kevin seems to think they will be done this week and preferably would be ideal to roll right into this new area next and not have to charge a remobilization charge.

Thanks

Matt

Matthew Green

Polishing Field Superintendent

PSI Professional Surface Installations, Inc

Bensenville, IL

[\(630\) 450-2979](tel:6304502979) Mobile

[\(239\) 652-0688](tel:2396520688) Office

matt@psiamericas.com

PROPOSED ACTION: That the Board approve the disposition of obsolete and worn-out equipment for an on – campus sale on November 30th, 2020, per the list submitted.

RATIONALE: [Required by Board Policy N. 5.5]

A notice announcing the sale will be placed in the Newspaper. The proposed date of the sale is September 20, 2018. Items will be sold for best offer and remaining items will be scrapped.

COST ANALYSIS: Proceeds are difficult to estimate. A report of the results will be compiled and reported to the Board.

ATTACHMENT: List of Obsolete and Worn-out Equipment

Obsolete Equipment List Fall 2020

20 + Orange Desks

15 + Metal Fold Desks

3 Short Metal Cabinets

20+ Blue Padded Chairs/w cart

20+ Music Sheet Stands

2 Tall Metal Cabinets

Miscellaneous Percussion Instruments

Miscellaneous Music Equipment

7 Pianos

3 Podiums

2 Lab Tables

3 Tall Chairs

1 Café Table

2 Golf Carts – AS IS

Hallway Couches

Sheet Metal Equipment

From: [Keith McLaughlin](#)
To: [Ana L. Valdez: Board Materials](#)
Cc: [Marisol Velazquez](#)
Subject: Fwd: Addendum to Student Code of Conduct
Date: Tuesday, November 10, 2020 6:46:18 PM
Attachments: [OutlookEmoji-#0f292a9d-a68b-4954-83d2-cb4be7eca85d.png](#)
[OutlookEmoji-160381579086223c3f2a0-d4f7-4fa3-850a-204eb967ec21.png](#)
[INTERIM ADDENDUM TO STUDENT CODE OF CONDUCT.docx](#)

I approve these changes to the Student Code of Conduct for Action at the November BOT meeting.

Begin forwarded message:

From: Marisol Velazquez <marisol.velazquez@morton.edu>
Date: November 6, 2020 at 10:01:15 PM CST
To: Keith McLaughlin <Keith.McLaughlin@morton.edu>
Subject: Addendum to Student Code of Conduct

Hi Keith, Hope you enjoyed the beautiful weather today !

Please review the attached addendum to the student code of conduct. Let me know if you have any changes/updates and if we need to submit to board for approval.

Thank you,

Marisol Velazquez

Dean of Student Services

P: (708) 656-8000, Ext. 2439

E: Marisol.Velazquez@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 approves the Interim Addendum to Student Code of Conduct.

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:

ATTACHMENT:

Interim Addendum to Student Code of Conduct.

INTERIM ADDENDUM TO STUDENT CODE OF CONDUCT

This COVID-19 Student Code of Conduct is in effect until further notice and comes as the result of the COVID-19 pandemic. Morton College intends to perform its educational mission while protecting the health and safety of its students, faculty and staff, and minimizing the potential spread of the novel coronavirus, COVID-19, within our community.

Morton College cannot and does not guarantee a COVID-19-free environment, and there remains a risk that you may contract COVID-19 if you come onto campus to attend classes and/or to participate in educational programs or activities run by College. These activities include any educational program or activity that Morton College exercises control, oversight, funds, sponsors, promotes or endorses in any manner.

Therefore, in order to minimize the risks associated with COVID-19, the policies and guidelines below are incorporated into the Morton College Student Code of Conduct and are applicable to all students. Your compliance with these requirements is essential to assisting the college in minimizing the risks to you and other members of our community.

General Principles:

- You are subject to all guidelines for individuals related to the COVID-19 pandemic established by the Centers for Disease Control and Prevention (CDC). As a student you acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and agree to accept full responsibility for familiarizing yourself with the most recent CDC modifications and updates.
- You understand that these conditions and limitations on your personal behavior are absolutely necessary in order to reduce the risk of transmitting and/or being infected by the COVID-19 virus and that your failure to comply with these responsibilities may jeopardize your health and safety, as well as the health and safety of others in the campus community, potentially causing severe illness and death.

Requirements:

- The CDC recommends wearing cloth face coverings in public settings where other physical distancing measures are difficult to maintain. As such, face coverings are required to be worn by every individual on campus in all indoor public spaces and spaces frequently used by multiple people. Face coverings are required to be worn by every individual on campus while in outdoor spaces when in groups where physical distancing measures are difficult to maintain (i.e., walking to/from class within a group of people);
- Students will comply with governmental, State of IL, Town of Cicero, and campus directives concerning maintaining required physical distancing (six feet) between themselves and other individuals on campus;
- Students will engage in frequent hand-washing and follow proper sneeze and cough etiquette, as recommended by the CDC;



- Students will not come to campus or remain on campus and/or participate in educational programs or activities if they show symptoms of COVID-19 and/or they have been informed that they were in close contact with another person who was medically diagnosed or tested positive for COVID-19;
- If students is known to have COVID-19 by medical diagnosis or by testing positive they will:
 1. Immediately notify the Morton College [Health Nurse](#) and complete the [COVID-19 STUDENT SELF-REPORTING FORM](#);
 2. Remain off campus;
 3. Acknowledge that return to campus can only be approved after a negative test or doctors note is provided;
 4. If required by the College, agree to remain in self-quarantine for a time period determined by the College, in consultation with public health authorities.

The above conditions may change, and students agree to follow all college guidelines and policies related to COVID-19 and public health requirements.

Any failure to follow any of the above directives is a direct violation of the Code of Conduct that may result in sanctions, including immediate removal from the college campus and/or suspension/dismissal from the College.



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ 08830
1.888.925.9115
www.directenergy.com

Date: 10/05/2020
Time: 2:38 PM
Proposal Id: 64611600
Marketer Name: Schuch, Michael

CUSTOMER INFORMATION

Customer Name: Morton College



New



Renew

Contact Name: Mireya Perez

Billing Contact:

Address: 3801 S Central Ave CICERO, IL 60804

Billing Address:

Telephone: (708) 656-8000 Fax:

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated October 05, 2020 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
3801 S Central Ave	1999370000	Rate 4 - R

DELIVERY PERIOD

Begin: 11/01/2020

End: 10/31/2023

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

Nicor Gas / Nicor Rider 25 Pool

CONTRACT QUANTITY (Dth)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	<u>X</u>	Monthly		
November		1442		May	855
December		2225		June	648
January		2407		July	581
February		2096		August	674
March		1536		September	626
April		1190		October	950

PURCHASE PRICE

Fixed Price : \$3.097/Dth

SPECIAL PROVISIONS

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.097 / Dth

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Storage. Customer hereby sells and transfers to Direct Energy, subject to Direct Energy's crediting of Customer's account for the value thereof, all natural gas inventory held in storage as of the Effective date for Customer's LDC storage account(s) ("Initial Storage"), together with all rights to manage such LDC storage account(s). Direct Energy shall credit Customer in Direct Energy's invoice for the first billing cycle following the Effective Date for the value of the Initial Storage, as reported by the LDC, such credit to be calculated by multiplying the Initial Storage by the price/Dth published in Natural Gas Intelligence under Bidweek Survey, Midwest, Chicago Citygate, Average for the first full calendar month of natural gas delivery following the Effective date. If, under the applicable LDC tariff, transfer of such storage account balance is restricted to a later date, Direct Energy will initiate the transfer to Direct Energy by the LDC of natural gas inventory in Customer's LDC storage account in accordance with the applicable timing guidelines set forth in such tariff. Upon termination of this Agreement, Direct Energy shall sell and transfer to Customer, charge Customer for, and Customer shall pay for, any natural gas inventory in Customer's LDC storage account, as reported by the LDC, as of the date of such termination ("Final Storage"). Such charge for the Final Storage shall be calculated by multiplying the Final Storage by the price/Dth published in Natural Gas Intelligence under Bidweek Survey, Midwest, Chicago Citygate, Average for the month following termination of this Agreement. Where practicable, Direct Energy will include the Final Storage charge in the final Direct Energy invoice to Customer, it being understood that Direct Energy's failure to include such charge in such invoice shall not relieve Customer for Customer's payment obligation therefore.

Full Plant Requirement – No GSA

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to insure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt
☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

<hr/>			
Buyer:	Morton College	Seller:	Direct Energy Business Marketing, LLC
By:	<hr/>	By:	<hr/>
Name:	<hr/>	Name:	<hr/>
Title:	<hr/>	Title:	<hr/>
Date:	<hr/>	Date:	<hr/>
		Proposal ID:	64611600
		Internal ID:	00001106



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and Morton College ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of October 05, 2020.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
2. **Performance:** Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.
3. **Term:** The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.
4. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.
5. **Changes to Purchase Price:** In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.
6. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 15 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.
7. **Taxes:** The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.
8. **Disputes:** If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.
9. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.
10. **Material Deviation:** Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).
11. **Force Majeure:** Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's

control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies

should they occur. D. Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

17. Indemnification; Limitation of Liability: A. Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. B. Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. C. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

18. Other: (A) The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (B) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (C) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy (D) Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. (E) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (F) Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld. (G) This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (H) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. (I) Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. (J) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (K) If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. (L) If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

Buyer:	Morton College	Seller:	Direct Energy Business, LLC Direct Energy Business Marketing, LLC
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

LIMITED AGENCY AGREEMENT

_____(Principal), the customer of record
for the below listed account(s) with _____ (fill in the appropriate
LDC, ie: Peoples Gas Light and Coke Company or North Shore Gas Co or Nicor Gas.) (Company)
hereby appoints and authorizes **Direct Energy Business Marketing, LLC** (Agent), having a business
address at 300 N. Meridian Street, #1220, Indianapolis, IN 46204, as its limited agent to take any and
all actions necessary to enroll Principal's accounts/Service Addresses for participation in Company's
transportation and storage of customer-owned gas program. Agent is hereby also authorized to request
and receive from Company available information regarding usage, billing and payments. **Agent is
further authorized to request addition or deletion of any of the below listed account(s) from Company's
transportation program.**

<u>Account Numbers</u>	<u>Service Address</u>

See attached page for additional account numbers and addresses

Principal: _____
Signature: _____
Printed Name: _____
Name of person signing: _____
(if different from Principal)
Title: _____
Date: _____
Telephone Number: _____
Fax Number: _____

MODE OF SALE INFORMATION SHEET

BY SIGNING BELOW, THE UNDERSIGNED HEREBY CERTIFIES ON BEHALF OF THE CUSTOMER SET FORTH BELOW THAT THE ELECTRICITY SUPPLY AGREEMENT ATTACHED HERETO HAS BEEN SOLICITED BY MAIL, TELEPHONE AND/OR OTHER ELECTRONIC MEANS.

CUSTOMER: Morton College

By: _____

Name:

Title:

Date:

Version IL_03.25.2020

ELECTRICITY SUPPLY AGREEMENT

This coversheet (the “**Coversheet**”) together with the Terms and Conditions, the Facility Attachment, the Contract Summary (if required by the applicable Law) and any addenda hereto constitute the Electricity Supply Agreement (collectively, this “**Agreement**”) entered into by and between Freepoint Energy Solutions LLC (“**Seller**”) and the customer party identified below (“**Customer**”), effective as of the date this Agreement is executed by Seller.

Customer Information:

Customer Name (legal entity name): Morton College (Required)		DBA (if applicable):	
Customer Contact: Name: (Required)		Title: (Required)	
Phone: (Required)		Email: (Required)	Fax:
Address for Notices: Street: (Required)		City: (Required)	State: (Required) Zip: (Required)

Electricity Supply Selection:

Pricing: <input checked="" type="checkbox"/> Fixed	Price: \$0.06399/kWh	Cost Components Included in the Price (check if included): <input checked="" type="checkbox"/> Energy <input checked="" type="checkbox"/> Capacity <input checked="" type="checkbox"/> Transmission <input checked="" type="checkbox"/> Ancillary Services <input checked="" type="checkbox"/> Renewables
Broker: Navigate Power LLC		

Customer shall provide Seller with financial and other information as Seller may request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. Seller reserves the right to not enter into this Agreement in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Seller may use the contact information provided above to contact Customer including by e-mail, automatically dialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier and take whatever actions are required to switch all relevant electric accounts to Seller. The undersigned represents that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, and (iii) Customer is in agreement and will comply with all terms and conditions of this Agreement.

This Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

Customer: Morton College

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____ Date: _____

Signature: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

ELECTRICITY SUPPLY AGREEMENT Facility Attachment

This Facility Attachment supplements and forms a part of this Agreement.

Customer Name: *Morton College*

Facilities

	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***
1	ComEd	0371293006	3801 S CENTRAL AVE, CICERO, IL 60804	11/15/2022	11/14/2024	Dual Billing	1181.70	1230.43	

*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

**For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

☐ Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address is provided below.

☐ Summary Billing – one invoice for all Facilities sent to the Dual Billing Address.

Dual Billing Address: Street:

City:

State:

Zip:

***Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

Forecasted Volume

Month	Summary Forecasted Volume (kWh)
11/2022	219,826.23
12/2022	391,825.60
1/2023	401,741.47
2/2023	393,086.53
3/2023	399,646.00
4/2023	348,617.27
5/2023	338,631.62
6/2023	415,398.89
7/2023	505,464.68
8/2023	474,663.03
9/2023	491,060.52
10/2023	434,680.63
11/2023	406,700.13
12/2023	390,148.25
1/2024	404,613.93
2/2024	409,120.37
3/2024	392,308.25
4/2024	351,527.22
5/2024	339,331.08
6/2024	422,341.30
7/2024	507,792.97
8/2024	472,448.99
9/2024	493,460.85
10/2024	426,589.96
11/2024	176,486.31
Total	10,007,512.08

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

Customer: Morton College

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____

Date: _____

Signature: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

ELECTRICITY SUPPLY AGREEMENT

Terms and Conditions

1. **Overview.** These Terms and Conditions supplement and form a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility. Title and risk of loss to electricity shall pass from Seller to Customer at the relevant Delivery Point(s). Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. Customer hereby authorizes Seller to obtain all required account and usage information for the Facilities from the relevant Utility. As a condition precedent to Seller entering into this Agreement, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements. The electric utility remains responsible for the delivery of electric power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Customer will receive written notification from the electric utility confirming a switch of the electricity supplier.
2. **Term.** Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start. The initial term of this Agreement will run from the Service Start Date through the Service End Date (the "**Initial Term**"), unless earlier terminated as provided herein. At the end of the Initial Term, the term of this Agreement shall automatically continue on a month-to-month basis at market based pricing as per Section 3 below, unless and until terminated by either party upon providing the other party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price) and (iv) any costs and charges assessed pursuant to Sections 6 or 7 hereof (collectively, the "**Seller Charges**"). After the expiration of the Initial Term, the Price per kWh will be market-based as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin, and may change monthly without prior notice to Customer. The Price does not include the costs of distribution and other services provided by the relevant Utility (the "**Utility Charges**").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "**Utility Consolidated Billing**" or "**UCB**") and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "**Dual Billing**"). In such case, Customer agrees to remit payment of all amounts reflected on Seller's invoice directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. All invoices will include amounts for applicable Taxes. Depending on the bill format, charges assessed pursuant to Sections 6 or 7 hereof may appear on Buyer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "**Interest Rate**"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement.
5. **Taxes.** Customer shall pay all applicable Taxes associated with sales under, and/or performance of, this Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Change in Usage.** Customer shall provide Seller with timely Notice of any change in the attributes or use of any Facility (including any event) that is likely to result in a load change of 25% or more (the "**Load Change Percentage**") as compared to the Forecasted Volume. Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings, and/or changes in operating hours. Customer shall be responsible for payment of any additional costs and/or charges incurred by Seller resulting from such change including additional ISO or Utility charges (collectively, "**Additional Charges**").
7. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges ("**Regulatory Charges**"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup by providing thirty (30) days written notice of such modification to the Customer. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section may impact any or all of the charges described in this Agreement, whether described as "fixed," "variable," "included," "passed through" or otherwise.
8. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to (i) designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**"), (ii) withhold any payments due to Customer and/or (iii) suspend performance of its obligations under this Agreement. Seller shall give prior Notice to Customer if required by the applicable Law. In addition to the other remedies specified

herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive Default Service at each Facility. Seller's sales of electricity supply to Customer at each Facility shall be treated as separate transactions (each, a "Transaction") under this Agreement. Subject to Seller's rights and remedies hereunder (including Section 9 below), Customer may terminate this Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such termination and for the electricity supplied up to the effective date of termination.

9. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and shall calculate and aggregate the Termination Payment for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever occurs last (the "Effective Termination Date"). In determining the Termination Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or any other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Termination Payment to Seller within three (3) Business Days of Customer's receipt of Notice of the amount thereof from Seller and shall include interest accrued at the Interest Rate from the Early Termination Date until paid, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Irrespective of whether a Termination Payment is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
10. **Credit.** If, at any time during the term of this Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under this Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer or Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under this Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller. When making a request for Collateral, Seller shall comply with its license requirements (if applicable) and any other deposit requirements established by the Commission. Any Collateral provided by Customer will be held in accordance with the applicable Law.
11. **Limitation of Liability; Disclaimer of Warranties; Indemnity.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW, BUYER HEREBY WAIVES ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.
12. **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement are governed by the laws of the State of Illinois without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
13. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller's prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder upon Notice to Customer. Any assignee hereof shall be subject to all the provisions and conditions of this Agreement as applicable to its assignor to the same extent as though such assignee were an original Party to this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
14. **Force Majeure.** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more where Customer is the declaring Party,

then Seller may terminate this Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.

15. **Representations.** Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the Coversheet; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement; and (vii) all information provide by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement or any addenda hereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; and (f) it is entering this Agreement as principal and not as agent for any other party.
16. **Confidentiality.** Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the Utility information that includes its account name, account number, billing address, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand. Seller may disclose any account, customer or contract-related information to the Utility, a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Agreement, Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or as required by Law or judicial process.
17. **Notices.** The Parties will send all notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, to the address specified on the Coversheet. Customer agrees to inform Seller if any of the contact information provided on the Coversheet changes. The Notices shall be delivered, with respect to Seller, as follows:

Freepoint Energy Solutions LLC
 3050 Post Oak Blvd, Suite 1330
 Houston, TX 77056
 Attention: Freepoint Retail Operations
 Our website: www.freepointsolutions.com
 Email: customerrelations@Freepointsolutions.com

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

18. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 5, 9, 11, 12, 13, 16 and 18 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under this Agreement. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by Seller of any breach of this Agreement by Customer is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder. Customer acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and related products within the various markets for

their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in this Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Subject to Customer's right to dispute invoices, Customer will not (a) withhold payment for any reason; (b) resell any portion of the electricity purchased from Seller to any third party or (c) own or use any on-site generation or thermal or battery storage capabilities at any Facility during the term hereof. This Agreement and all sales of electricity hereunder form a single integrated agreement between the Parties. Seller hereby certifies that execution of this Agreement is not made on behalf of any undisclosed person, partnership, company, association, organization or corporation and that Seller has not colluded with any elected or appointed official or employee of the Customer in the execution of this Agreement. Seller further certifies that, to the best of its knowledge, no elected or appointed official or employee of the Customer has any direct or indirect disclosed or undisclosed pecuniary interest in Seller. If such interest is subsequently discovered, Seller shall notify the Customer's President in writing within five (5) Business Day of such. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

19. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "**Code**"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's Utility; and (e) Customer's Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
20. **Conversion Option.** At any time during the Initial Term (but not more frequently than once during any six-month period), Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "**Conversion Option**"). Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to this Agreement or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of this Agreement.
21. **Special Provisions for Facilities located in Illinois.** Seller is licensed as an Alternative Retail Electric Supplier and is an independent seller of power and energy service certified by the Commission in Docket No. 18-1703. The name and energy service for which the Customer is solicited is shown on the Coversheet. Seller is not representing or acting on behalf of a Utility, any governmental body (unless the Seller has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make such statements) or any consumer group. The Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to Seller will not impact the customer's electric service reliability. You will receive bills for Seller's services as explained in Section 4. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. If the Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the index has occurred, then Seller will use a commercially reasonable replacement price that is calculated by the Seller. Seller makes no representations about guaranteed savings. Customer represents and warrants that it is not a residential customer or Protected Class Customer. The Utility is responsible for the distribution charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the relevant Utility. Please contact Seller's Customer Service department at the number specified below for information concerning how to contact the relevant Utility.

In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as follows:

Freepoint Energy Solutions LLC

Seller's website: www.freepointsolutions.com

Customer Service Toll Free Number: 1-800-982-1670

Customer Service Fax Number: 1-713-583-9087

Customer Service Hours: Business Days from 8:00AM to 5:00PM central time

Customer Service Email: CustomerRelations@freepointsolutions.com

If Customer's complaint is not resolved after Customer has called Seller and/or Utility, Customer may contact Illinois Commerce Commission for further assistance at 1-800-524-0795 (toll free) or at 527 East Capitol Avenue, Springfield, Illinois 62701.

As used in this Agreement, the following terms have the meanings set forth below:

"**Commission**" means the Illinois Commerce Commission.

"**Protected Class Customer**" means a non-residential customer of an electric utility consuming 15,000 kWhs or less of electricity annually in its service area.

"**Utility**" means the electric distribution company providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

22. **Definitions.** As used in this Agreement, the following terms have the stated meanings, provided that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):
 - a. "**Administrative Fee**" means a fee charged by Seller for the electricity supply provided under this Agreement.
 - b. "**Ancillary Services**" means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.

- c. **"Bankrupt"** means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
- d. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
- e. **"Capacity"** means the unforced capacity obligations as specified in the PJM Reliability Assurance Agreement.
- f. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, that directly or indirectly relate to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
- g. **"Collateral"** means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
- h. **"Commodity Charges"** means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified in any addenda hereto.
- i. **"Contract Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
- j. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or terminating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, by reason of the enforcement and protection of its rights under this Agreement or any Terminated Transaction.
- k. **"Cost Component"** means the relevant electricity supply costs stated on the Coversheet or any addenda hereto which may be included in the Price as indicated on the Coversheet or any addenda hereto.
- l. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
- m. **"Delivery Point"** means the load zone associated with each Facility.
- n. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
- o. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
- p. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller, plus the applicable line losses.
- q. **"Estimated Start Date"** means the date specified on the Facility Attachment.
- r. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under this Agreement or a Party becomes Bankrupt; (b) any representation or warranty made by a Party in this Agreement proves to be false or misleading when made or repeated; (c) a Party fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; or (d) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral in accordance with Section 10 within two (2) Business Days of receiving Seller's written demand therefor; or (D) a Transfer Event occurs with respect to Customer.
- s. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to this Agreement as set forth on the Coversheet or any Facility Attachment.
- t. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or the ISO.
- u. **"Forecasted Volume"** means the Customer's expected kWh electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda hereto or as reasonably determined by Seller based on historical usage information.
- v. **"ISO"** means the applicable independent system operator.
- w. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- x. **"LMP"** means the real time locational marginal price for the Facility's applicable load zone, which is published by PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- y. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to Seller (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- z. **"NSPL"** means the Facility's Network Service Peak Load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- aa. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- bb. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.

- cc. **"PLC"** means the Facility's Peak Load Contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- dd. **"Price"** means, during the Initial Term, the unit price specified on the Coversheet or any addenda hereto, and, after expiration of the Initial Term, the market based price determined by Seller in accordance with Section 3 hereof.
- ee. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, Capacity obligations, PLC or NSPL determinants, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, Utility or ISO/RTO operations, market structure, congestion zone design, Utility tariffs and/or ISO/RTO rules or protocols.
- ff. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of this Agreement had the Agreement not been terminated, as reasonably determined by Seller.
- gg. **"Renewables"** means the mix of renewable energy sources required by Law (to meet renewable portfolio, renewable electricity and similar standards or requirements) in the state and other jurisdictions in which each Facility is located.
- hh. **"Service End Date"** means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.
- ii. **"Service Start Date"** means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- jj. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- kk. **"Termination Payment"** means, with respect to a Terminated Transaction, (i) the Early Termination Amount (if any) plus (ii) all of Seller's Costs.
- ll. **"TPV"** means a Seller approved and third party verified recording.
- mm. **"Transfer Event"** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either (i) inferior to Customer's or (ii) equal to or greater than Customer's but such entity fails to assume in writing all of Customer's obligations under this Agreement; (B) a majority of the direct or indirect ownership interests in Customer is sold, transferred or assigned and such new owner seeks to terminate or repudiate Agreement other than in accordance with the terms hereof; or (C) Customer sells all or substantially all of its assets to another person.
- nn. **"Transmission"** means network transmission service and enhancement defined in the applicable ISO Open Access Transmission Tariff.

PROPOSED ACTION: That the Board approves the change order for the theater stage rigging remediation, additional polished concrete and floor patching, power for AV rack in sound room, and repair of fire alarm devices by Lo Destro Construction Company, in the amount of \$32,419.80, as submitted.

RATIONALE:

- Additional polished concrete and floor patching - \$8,898.75
- Stage Rigging Remediation - \$20,233.50
- Power for AV rack in sound room - \$1,433.25
- Repair Fire Alarm Devices - \$1,854.30

COST ANALYSIS: \$32,419.80

ATTACHMENT: DOCUMENT G701-2017



Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Theater Upgrades Morton College	CONTRACT INFORMATION: Contract For: General Construction Date: May 28, 2020	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: November 12, 2020
OWNER: <i>(Name and address)</i> Morton College 3801 S. Central Ave. Cicero, IL 60804	ARCHITECT: <i>(Name and address)</i> Demonica Kemper Architects, LLC 125 N. Halsted St., Suite 301 Chicago, IL 60661	CONTRACTOR: <i>(Name and address)</i> Lo Destro Construction Company 211 E. Ontario St., Suite 500 Chicago, IL 60611

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Complete the work outlined in the following PCOs and related RFPs. Revised drawings, specifications, and directions that are included with the RFPs and PCOs are hereby incorporated into the contract documents.

PCO-026: Additional Polished Concrete and floor patching
ADD \$8,898.75

PCO-029: Stage Rigging Remediation (Request for Proposal for Stage Rigging Remediation dated 10/19/20)
ADD \$20,233.50

PCO-033: RFP 020 Power for AV rack in sound room
ADD \$1,433.25

PCO-034: Repair Fire Alarm Devices
ADD \$1,854.30

TOTAL CHANGE ORDER ADD \$32,419.80

The original Contract Sum was	\$ 1,202,792.00
The net change by previously authorized Change Orders	\$ 64,551.02
The Contract Sum prior to this Change Order was	\$ 1,267,343.02
The Contract Sum will be increased by this Change Order in the amount of	\$ 32,419.80
The new Contract Sum including this Change Order will be	\$ 1,299,762.82
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be unchanged	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Demonica Kemper Architects, LLC ARCHITECT <i>(Firm name)</i>	Lo Destro Construction Company CONTRACTOR <i>(Firm name)</i>	Morton College OWNER <i>(Firm name)</i>
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SIGNATURE
Mr. Brian Essig, AIA, Senior Associate
PRINTED NAME AND TITLE
DATE

SIGNATURE
Mr. Brent Lo Destro, President
PRINTED NAME AND TITLE
DATE

SIGNATURE
Mr. Frank Marzullo, Vice President of
Administrative Services
PRINTED NAME AND TITLE
DATE

From: [Maria Sanchez Anderson](#)
To: [Ana L Valdez](#)
Subject: FW: Board Action for Gym Bleacher Change Order
Date: Tuesday, November 10, 2020 10:24:34 AM
Attachments: [REQUEST FOR BOARD ACTION for North and South End Gym Bleachers.docx](#)
[Gym Bleacher North and South Ends Project Proposal - 2020-09-16T155414.075.pdf](#)
[OutlookEmoji-1567566740237_Panthersf491953a-185d-4a22-aba2-6041feea6002.png](#)

From: John W. Treiber
Sent: Monday, November 9, 2020 11:53 PM
To: Maria Sanchez Anderson <maria.anderson@morton.edu>
Cc: Stan Fields <stan.fields@morton.edu>
Subject: Board Action for Gym Bleacher Change Order

Maria,

I have attached a board action request for the November board agenda for adding the north and south end bleachers for the gym.

Best Regards,

John Treiber, M.Ed.

Athletic Director

Email: john.treiber@morton.edu

Phone: 708.656.8000 ext. 2370

Fax: 708-656-9845

Office: 101-D

Morton College

[3801 S. Central Ave.](#)

[Cicero, IL. 60804](#)

REQUEST FOR BOARD ACTION

PROPOSED ACTION: Approval of a project proposal from Carroll Seating in the amount of **\$50,360.00**, as submitted to add bleachers on the north and south ends of the gym to create a stadium effect and increase seating for home games and tournaments.

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 \$50,360.00

To furnish and install new Telescopic Platforms with fold down all Plastic Metro's as manufactured by Hussey Seating of North Berwick Maine.

Project: Morton College Gym North and South Ends

Proposal For: North and South Ends Bid Date: Wall Mounted Maxam Plus Platform 1 Bank 2 tier on each North and South (1 row on platform + 20 chairs on rolling skids on wood floor) with Metro's per above adding 49 nets each bank for a total of 98 seats 9 5/8" rise per row and 30" row space

ATTACHMENT: Carroll Seating Change Order

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

Project Proposal

Proposal Number	CP115535
Proposal Type	Sourcewell
Date	9/16/2020

Project: Morton College Gym North and South Ends
Architect: DKA
Bid Date: 9/16/2020 4:00 PM
Proposal For: North and South Ends

Morton College
3801 S. Central Ave
Cicero IL 60804

We are pleased to submit a proposal to furnish and install new Telescopic Platforms with fold down all Plastic Metro's as manufactured by Hussey Seating of North Berwick Maine.

Hussey Sourcewell #091719-HSC
Morton College Sourcewell #21411

North and South Ends

\$50,360.00

Wall Mounted Maxam Plus Platform
1 Bank 2 tier on each North and South (1 row on platform + 20 chairs on rolling skids on wood floor) with Metro's per above adding 49 nets each bank for a total of 98 seats
9 5/8" rise per row and 30" row space

Net Seats 98

Project Total: \$50,360.00

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.

Prices quoted are good for 30 days!

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

PJ Carroll
Carroll Seating, Inc
PCarroll@CarrollSeating.com

**RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR
FOR THE PROJECT KNOWN AS:****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 \$ _____

Foreman per hour \$ _____

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.

From: [Keith McLaughlin](#)
To: [Board Materials](#)
Cc: [Ana L. Valdez](#); [Liliana Raygoza](#)
Subject: Re: November Board Item - Addendum Faculty Differential Pay Fall 2020
Date: Friday, November 6, 2020 9:47:43 AM

I approve this for action at the November BOT Meeting.

On Nov 6, 2020, at 9:43 AM, Liliana Raygoza <Liliana.Raygoza@morton.edu> wrote:

Good Morning, Keith,

Attached is the addendum for the faculty differential pay that need approval for the November Board Meeting.

Thank you,

Liliana Raygoza

Executive Assistant – Associate Provost

Morton College

708.656.8000 Ext. 2330

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.

<Addendum Faculty Differential Pay Report - Fall 2020.pdf>

<PROPOSED ACTION_Addendum Differential Pay Report- Fall 2020.docx>

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

PROPOSED ACTION: THAT THE BOARD APPROVE THE ADDENDUM TO THE FACULTY DIFFERENTIAL PAY REPORT FOR FALL 2020 SEMESTER AT TOTAL AMOUNT OF \$33,278.79 AS SUBMITTED, PENDING ADDITIONAL CLASS CANCELLATIONS AND/OR ADDITIONS.

RATIONALE: [Required by Board Policy 2.3, the Board-Union Agreement, and Chapter 110, Act 895, Section 3-26 of the Illinois Compiled Statutes]
Includes full-time and part-time faculty.

COST ANALYSIS:	\$30,389.41	Approved in the October Board Meeting
	<u>\$2,889.38</u>	To be approved in the November Board Meeting
	\$33,278.79	Overall Faculty Differential Pay Report for Fall 2020

ATTACHMENT: Addendum Faculty Differential Pay Report - Fall 2020

2020 Fall Faculty Differential Pay Stipend Report

Faculty	Section ID#	Section Title	Enrollment	Students Over	Rate	Differential Pay	Start Date	End Date	Credit Hours
Andrade, Jorge	BIO-102-3C	Introduction to Biology	22	2	980	\$176.40	8/25/2020	12/17/2020	4
Andrade, Jorge	BIO-102-72	Introduction to Biology	26	6	980	\$1,058.40	8/24/2020	12/16/2020	4
Andrade, Jorge	BIO-102-8B	Introduction to Biology	24	4	980	\$705.60	8/29/2020	12/12/2020	4
Ashraf, Asiyya	BIO-204-4L	Anatomy & Physiology II	22	2	980	\$176.40	8/25/2020	12/17/2020	4
Bluemer, Judy	BIO-102-2C	Introduction to Biology	21	21	1071	\$2,024.19	8/25/2020	12/17/2020	4
Bluemer, Judy	BIO-102-3C	Introduction to Biology	22	22	1071	\$2,120.58	8/25/2020	12/17/2020	4
Bluemer, Judy	BIO-100-NR	Introducing Biology	30	10	1071	\$963.90	8/24/2020	12/18/2020	3
Bluemer, Judy	BIO-110-H1	Biology: a Cellular Approach	34	14	1071	\$2,698.92	8/25/2020	12/17/2020	5
Callon, Michael	ENG-102-9H	Rhetoric II	26	2	1028	\$185.04	8/25/2020	12/17/2020	3
Casey, Robert	MAT-201-1G	Calculus I	31	1	1071	\$160.65	8/25/2020	12/17/2020	5
Casey, Robert	MAT-105-4F	College Algebra	35	5	1071	\$642.60	8/24/2020	12/14/2020	4
Crockett, Janet	CHM-105-1D	General Chemistry I	31	7	1071	\$1,574.37	8/24/2020	12/14/2020	5
Dharwadkar, Mihir	MAT-105-NR	College Algebra	41	11	980	\$1,293.60	9/21/2020	12/18/2020	4
Dominguez, Carlos	MAT-141-NR	Statistics	35	5	1071	\$642.60	8/24/2020	12/18/2020	4
Gilligan, Brian	BUS-101-2E	Financial Accounting	34	2	1071	\$192.78	8/25/2020	12/15/2020	3
Imburgia, Joseph	PSY-101-4B	Intro to Psychology	34	2	1071	\$192.78	8/25/2020	12/17/2020	3
Imburgia, Joseph	PSY-101-92	Intro to Psychology	34	2	1071	\$192.78	8/25/2020	12/15/2020	3
Imburgia, Joseph	PSY-101-PF	Intro to Psychology	34	2	1071	\$192.78	8/24/2020	12/16/2020	3
Manning, Bryant	ENG-102-4G	Rhetoric II	25	1	1028	\$92.52	8/24/2020	12/16/2020	3
Mohr, Michele	ENG-101-6E	Rhetoric I	27	3	1071	\$289.17	8/24/2020	12/16/2020	3
Montgomery, Jered	HUM-150-3B	Humanities Through the Arts	33	1	980	\$88.20	8/25/2020	12/17/2020	3
Montgomery, Jered	MUS-100-1C	Music Appreciation	27	2	980	\$176.40	8/24/2020	12/16/2020	3
Montgomery, Jered	HUM-150-1E	Humanities Through the Arts	35	3	980	\$264.60	8/24/2020	12/18/2020	3
Ostojic, Gordana	PHS-101-1E	Astronomy	30	2	1071	\$192.78	8/24/2020	12/16/2020	3
Paez, Elizabeth	MAT-097-CR2	Intermediate Algebra Support	31	1	1028	\$92.52	8/24/2020	12/17/2020	3
Paez, Elizabeth	MAT-105-CR2	College Algebra	31	1	1028	\$123.36	8/24/2020	12/17/2020	4
Pearson, Dennis	BIO-203-5F	Anatomy & Physiology I	23	3	1071	\$289.17	8/25/2020	12/17/2020	4
Pearson, Dennis	BIO-204-3B	Anatomy & Physiology II	25	5	1071	\$481.95	8/25/2020	12/17/2020	4
Pierce, Tom	ENG-101-UE	Rhetoric I	25	1	1071	\$96.39	9/9/2020	12/16/2020	3
Pulaski, Andrew	LAW-202-1F	Juvenile Delinquency	42	10	1071	\$963.90	10/27/2020	12/17/2020	3
Rosiak-Seo, Kymberly	BIO-203-H1	Anatomy & Physiology I	24	4	1119	\$402.84	8/25/2020	12/15/2020	4
Rosiak-Seo, Kymberly	BIO-203-H2	Anatomy & Physiology I	24	4	1119	\$402.84	8/24/2020	12/14/2020	4
Rosiak-Seo, Kymberly	BIO-204-NR	Anatomy & Physiology II	25	5	1119	\$503.55	8/24/2020	12/18/2020	4
Sanchez, Alejandro	MAT-097-CR1	Intermediate Algebra Support	34	4	980	\$352.80	8/25/2020	12/17/2020	3
Sanchez, Alejandro	MAT-105-CR1	College Algebra	34	4	980	\$470.40	8/24/2020	12/17/2020	4
Sanchez, Alejandro	MAT-105-1D	College Algebra	37	7	980	\$823.20	8/24/2020	12/17/2020	4
Schmitt, Robert	PSY-101-3J	Intro to Psychology	33	1	1071	\$96.39	8/24/2020	12/16/2020	3
Schmitt, Robert	PSY-101-5C	Intro to Psychology	33	1	1071	\$96.39	8/25/2020	12/17/2020	3
Schmitt, Robert	PSY-101-OE	Intro to Psychology	36	4	1071	\$385.56	8/25/2020	12/17/2020	3
Spaniol, Scott	MAT-141-H1	Statistics	40	10	1071	\$1,285.20	8/24/2020	12/17/2020	4
Stanukinas, Melissa	BIO-102-9J	Introduction to Biology	21	1	980	\$176.40	8/24/2020	12/14/2020	4
Tomchek, Ryan	MAT-102-3D	General Education Mathematics	32	2	980	\$235.20	8/24/2020	12/17/2020	4
Tomchek, Ryan	MAT-102-NR2	General Education Mathematics	37	7	980	\$823.20	9/21/2020	12/18/2020	4
Warren, John	MUS-108-NR	World Music Survey	26	1	1028	\$92.52	8/24/2020	12/18/2020	3
Warren, John	MUS-100-NR2	Music Appreciation	32	7	1028	\$647.64	9/7/2020	12/18/2020	3
Wood, Robert	PSY-101-6E	Intro to Psychology	36	4	1071	\$385.56	8/25/2020	12/17/2020	3
Zukauskas, Karolis	ENG-086-6F	Reading & Writing III	25	1	1119	\$100.71	8/25/2020	12/17/2020	3
Zukauskas, Karolis	ENG-101-3D	Rhetoric I	26	2	1119	\$201.42	8/24/2020	12/14/2020	3
					Total	\$25,827.15			

2020 Fall Adjunct Differential Pay Stipend Report

Adjunct Faculty	Section ID#	Section Title	Enrollment	Students Over	Differential Pay	Section Credits	Start Date	End Date
Behling, William	BUS-111-1E	Introduction to Business	34	2	\$187.93	3	8/24/2020	12/16/2020
Creighton, Shana	NUR-108-C1	Foundations of Nursing Prac II	9	1	\$82.00	5	10/26/2020	12/16/2020
Drew, John	CPS-111-NR3	Business Computer Systems	23	3	\$469.82	3	10/26/2020	12/18/2020
Erickson, Christian	SOC-100-92	Intro to Sociology	33	1	\$86.15	3	9/9/2020	12/18/2020
Gonzalez, Susana	NUR-110-B1	Clinical Judgement in Nursing	36	4	\$218.66	2	8/28/2020	12/18/2020
Khalifeh, Khalaf	BIO-102-2C	Introduction to Biology	21	1	\$85.42	4	8/25/2020	12/17/2020
Kilheeneey, Heather	CHM-100-2C	Fundamentals of Chemistry	25	1	\$164.00	4	8/24/2020	12/14/2020
Selvaggio, Nicole	ENG-086-5C	Reading & Writing III	28	4	\$341.67	3	8/25/2020	12/17/2020
				Total	\$1,635.65			

2020 Fall Faculty Independent Study/Course By Arrangements

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Section Minimum Credits	Factor	IND/CBA Load	IND Minimum	Rate	IND Stipend	Assignment Instructional Method
0000828	Fabiyi, Edith	OMT 250 NR	Integrated Office Simulation	1	3	0.10	0.30	0.33	1071	\$ 353.43	CBA
0000769	Mohr, Michele	IND 199 02	ENG 101 - Rhetoric I	2	1	0.10	0.20	0.33	1071	\$ 353.43	IND
0160605	Primm, Rebecca	IND 199 01	ART 213 - Ceramics II	0	1	0.10	0.00		1028	\$ -	IND
0056628	Roman, Daniel	IND 199 03	ART 205 - Painting II	1	1	0.10	0.10	0.33	1071	\$ 353.43	IND
									Total	\$ 1,060.29	

2020 Fall Adjuncts Independent Study/Course By Arrangements

Faculty ID	Person Full Name	Section Name	Section Title	Enrollment	Section Minimum Credits	Factor	IND/CBA Load	IND Minimum	Rate	IND Stipend	Assignment Instructional Method
3118	Hayward, James	CIS-103-H1	Introduction to Web Design	5	3	0.10	1.50		911.10	\$ 1,366.65	CBA
862	Napoletano, Elizabeth	GSP-111-H1	Game Development Essentials	2	3	0.10	0.60		955.42	\$ 573.25	CBA
205908	Posey, Michael	SCM 107 NR	Transportation & Traffic Mg	1	3	0.10	0.30	0.33	980.00	\$ 323.40	CBA
3172	Ritz, Jim	LAW 206 01	Criminal Investigations	1	3	0.10	0.30	0.33	1044.05	\$ 344.54	CBA
3149	Sassetti, James	LAW 102 01	Intro to Criminology	1	3	0.10	0.30	0.33	1044.06	\$ 344.54	CBA
3134	Schmidt, Joseph	CIS 135 01	Network Client Configuration	3	4	0.10	1.20		1006.06	\$ 1,207.27	CBA
152888	Voight, William	LAW 203 01	Law Enforcement & Comm Re	2	3	0.10	0.60		993.41	\$ 596.05	CBA
									Total	\$ 4,755.70	
									Grand Tot	\$ 5,815.99	

PROPOSED ACTION:

THAT THE BOARD APPROVE HEALTH SCIENCE MYRLANDE PIERRE-LOUIS.

RATIONALE:

Nursing Adjunct due to increased enrollment and strict clinical sites stipulation due to COVID we need to hire this adjunct.

[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:

ATTACHMENT:

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

PROPOSED ACTION: The hiring of Marilyn J Brink as Adjunct faculty in the Early Childhood Education Department.

RATIONALE: Morton College will continue to offer classes for the Early Childhood Nature Assistant Career Certificate Program. There are 5 (five) specific for this type of certificate courses: ECE 140 – Nature, Art, and the Young Child (1 credit), ECE 145 – Child, Family, Culture and Nature (1 credit), ECE 230 – Environment: Nature Play In and Out (1 credit), ECE 220 – Young Child as a Scientists (1 credit), and ECE 225 – Fundamentals – Nature Play and learning (2 credits).

This certificate program is unique for Morton College. Ms. Marilyn Brink demonstrated expertise and qualities to teach all five courses.

COST ANALYSIS: Salary Range \$4,555.50

ATTACHMENTS:



Morton College

Job Description

Job Title: Student Aide- Dean of Students Office

Funding: ☐ Non Work Study/Institutional
☐ Federal Work Study

Reports to: Dean of Student Services

Required Qualifications: Applicant must be a current Morton College student carrying 6 credits hours in the Fall and Spring. One credit in the Summer. Good academic standing with a minimum GPA of a 2.0.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Job Summary: The Student Aide – will assist with the day-to-day operations of the Dean of Students Office. The duties will include general office work, answering phone calls, transferring calls, photocopies, filing data-entry, assisting students, faculty & staff and other duties as assigned.

Specific Job Duties:

- Assist with day-to-day operations of the Dean of Students Office
- Assist with general office support
- Ability to maintain student's information confidential
- Greet students and guest visiting the office
- Schedules appointments and maintains calendar for administrator to whom position reports to
- Maintain spreadsheets to track students
- Provide assistance and information on the Dean of Students Office
- Enter data in excel spreadsheets and keep files organized
- Help promote activities and events throughout the semester
- Perform other duties as assigned

Work Environment: Work is generally performed within an office environment, with standard office equipment available.

Physical Demands: Some lifting of approximately 5-10lbs



Morton College

Job Description

Job Title: Switchboard Operator

Range: Range I

Grant-Funded: NA

Reports to and Evaluated by: Associate Dean of Student Services ~~Director of Campus Operations and Facilities~~

Required Qualifications: High-School Diploma, GED. Good communication and telephone skills. Friendly disposition and average typing and computer skills. Must work well with little supervision.

Must be able to demonstrate the Morton College core values of compassion, fairness, respect, responsibility, tolerance and truth.

Desirable Qualifications: Associate's degree or equivalent. Be fluent in both English and Spanish. Experience on a medium load, multiple line switchboard particularly in an academic setting. Demonstrate excellent interpersonal skills with students, faculty, staff and visitors to the campus. Organized, dependable, detail-oriented and have good judgment.

Job Summary: Operate a multiple line switchboard which is located within the B & C foyer main entrance information desk. Answer incoming phone calls and direct them to the right person or department, answer students and visitor's questions and complaints, and direct visitors to various locations on campus. Duties and responsibilities may change as the need of the college arises.

Essential Job Functions:

- Operate a medium, multiple line switchboard.
- Perform simple clerical tasks (e.g., light typing and envelope stuffing).
- Provide information and direction to students and visitors as needed.

Other Duties:

- Perform other duties assigned by the supervisor ~~Vice President~~.

Work Environment: Standard office environment with use of standard office equipment.

Physical Demands: Prolonged sitting. Some lifting up to 20lbs. Occasional, standing, stooping and bending.

Position Unit:

- ☐ Administration - Exempt
- ☐ Professional Staff - Exempt
- ☐ Faculty, Local 1600, A.F.T.
- ☐ Adjunct Faculty, IEA-NEA
- ☐ Classified Staff - Excluded
- ☒ Classified Staff, Local 1600, A.F.T.
- ☐ Classified Staff - Campus Safety, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Service Employees, Local 73, SEIU, AFL-CIO
- ☐ Classified Staff - Part-Time, Local 1600, A.F.T.
- ☐ 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**_____