



**Morton College**

**Public Regular Board Meeting**

**Wednesday, April 27, 2022. 11 :00 AM**



MORTON COLLEGE  
COMMUNITY COLLEGE DISTRICT NO. 527  
COOK COUNTY, ILLINOIS  
Agenda for the Regular Meeting  
Wednesday, April 27, 2022

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, April 27, 2022, in the Jedlicka Performing Arts Center, 3801 S. Central Avenue, Cicero, IL 60804.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Citizen Comments

5. Reports

5.1. ICCTA - ACCT

5.2. Student Member - Ivan Tejeda

6. President's Report

6.1. Financial Report

7. Consent Agenda

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.

7.1. Approval of the Minutes of the Regular Meeting of the Board held on March 23, 2022.

7.2. Approval and Ratification of Accounts Payable and Payroll for the month of March 2022, in the amount of \$3,063,078.00, and Budget Transfers, in the amount of \$145,000.00.

7.3. Approval of the Monthly Budget Report for fiscal year to date ending in March 2022.

7.4. Approval of the Treasurer's Report for March 2022.

7.5. Approval of the changes in Curriculum.

7.6. Approval of the Compensation Report for adjunct faculty members teaching English 101, 102, 086, 071, 076, 151, and 152 for Spring semester 2022, in the amount of \$5,887.59.

7.7. Approval of the list of Designated Depositories of excess funds for fy23.

7.8. Approval of the Watermarks Insights, LLC, 3-year contract to update the curriculum catalog, in the amount of \$56,305.24.

7.9. Approval of the renewal of the annual membership with The Association of Title IX Administrators (ATIXA), for \$4,999.00, effective April 1, 2022, to March 31, 2023.

- 7.10. Approval of the renewal of the clinical affiliation agreement with Burgess Square Centre for Health Science.
- 7.11. Approval of the renewal of the clinical affiliation agreement with Hartgrove Behavioral Health System for Health Sciences.
- 7.12. Approval of the renewal of the clinical affiliation agreement with RML Specialty Hospital for Health Science.
- 7.13. Approval of the purchase of KAPLAN software for the students in the Nursing Program to prepare for the NCLEX, in the amount of \$29,500.00
- 7.14. Approval of the donation of a 2009 Ford Focus from Ford Motor Company to use in the Automotive Technology Program.
- 7.15. Approval of the trustee membership with the Berwyn Development Corporation, fy22, in the amount of \$2,000.00.
- 7.16. Approval of the lowest responsible bidder for the replacement wall base project to Michael Kautz Carpets and Design, Inc., in the amount of \$201,720.00, funded by HEERF Grant.
- 7.17. Approval of the lowest responsible bidder for the Hawthorne field fence replacement project to A&M Fence, Corp., in the amount of \$260,000.00.
- 7.18. Approval of the one-year contract with the accounting firm BKD, LLP., to perform the fy22 audit, in the amount of \$87,300.00.
- 7.19. Approval of the Tri-Electronics change order #4, to install a camera in the Spirit Store, in the amount of \$1,965.00.
- 7.20. Approval of the CSI change orders #15 & #16 for the ceiling enclosure and baseboard, in the amount of \$75,566.99.
- 7.21. Approval of the lowest responsible bidder for the biology lab renovation project to Bee Liner Lean Services, in the amount of \$598,000.00, funded by Title III & HEERF Grants.
- 7.22. Approval of the Memorandum of Understanding with Skill for Chicagoland's Future.
- 7.23. Approval of Demonica Kemper Architect fees for science lab renovation, in the amount of \$70,000.00.
- 7.24. Approval of the institutional membership with the Association of Governing Boards of Universities and Colleges in the amount of \$4,000.00
- 7.25. Approval of the International Nursing Association of Clinical and Simulation Learning INACSL membership, in the amount of \$532.00.
- 7.26. Approval of the tentative Custodial & Maintenance SEIU Local 73 Union Agreement, effective July 1, 2021 - June 30, 2026.
- 7.27. Approval of the benefits package for eligible employments for fy23.
- 7.28. Approval of the following Facility Use Permit
- 7.28.1. Real Estate Institute, Room 106C, Saturdays from 8 AM to 5 PM, effective June 4, 2022, through July 30, 2022, at no cost.
- 7.28.2. BSD100 Musical, JPAC Arts Center, Friday, May 13, 2022, from 9:30 AM to 1:30 PM, at no cost.

7.28.3. Ballet Folklorico Xochitl, JPAC Arts Center, Saturday, May 14, 2022, from 1 PM to 10 PM, at no cost.

7.28.4. BSD100, Heritage Middle School Graduation, Gymnasium, and Student Commons, Tuesday, May 24, 2022, from 5 to 8 PM, at no cost.

7.28.5. Lyons Elementary School District #103, Edison School, Theater, Tuesday, May 24, 2022, from 9 AM to 8:30 PM, at no cost.

7.28.6. Peace Officers Memorial Foundation of Cook County, Parking Lot, Tuesday, May 10, 2022, from 8:00 AM to 10:45 AM, at no cost.

7.28.7. Illinois Hispanic Chamber of Commerce, Room 177C, 107C, & 204D, Building E, Gymnasium, Thursday, April 27 & Friday, April 28, 2022, at no cost.

7.28.8. Illinois Spina Bifida Association, Building E, Gymnasium, Saturday, December 10, 2022, from 8 AM TO 5 PM, at no cost.

7.28.9. BSD100, Freedom Middle School Graduation, Gymnasium, and Student Commons, Thursday, May 26, 2022, from 5 to 8 PM, at no cost.

#### 7.29. Approval of Full-Time Employment

7.29.1. Alejandra Lee, Healthcare Careers Recruitment Specialist, effective May 2, 2022.

7.29.2. Clara Martinez, Lab Assistant/Tutor, \$65,000.00, effective May 9, 2022.

7.29.3. Marisol Campos, Student Activities Assistant, and Undocumented Student Liaison, effective May 2, 2022.

7.29.4. Sandra Salas, Student Success Coach, effective May 2, 2022.

7.29.5. Ivan Saucedo, Spirit Store Manager, \$45,000.00, effective May 16, 2022.

#### 7.30. Approval of Part-Time Employment

7.30.1. Gene Jundt, STEAMer Camp Instructor, effective June 27, 2022.

7.30.2. Cheryl Huff, STEAMer Camp Instructor, effective June 27, 2022.

7.30.3. Zachary Petrauskas, Adjunct Instructor - Welding, effective April 11, 2022.

7.30.4. Amy Tamez, Academic Dean's Office Support Specialist II, May 4, 2022.

7.30.5. Sabrina Stanley, STEAMer Camp Instructor, effective, June 27, 2022.

7.30.6. Kayla Vargas, Summer Camp Service Aide, \$12.00 per hr, effective June 27, 2022.

7.30.7. Sthefania Renteria, Summer Camp Service Aide, \$12.00 per hr, effective June 27, 2022.

#### 7.31. Approval of Retirement

7.31.1. Refugio De La Torre, Custodian, effective June 30, 2022.

### 8. Adjournment



# Student Report to the Board

## April 2022

<u>Date</u>	<u>Event</u>	<u>Organization</u>
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<b>April 4th</b>	<b>Mindfulness Workshop</b>	<b>SAO</b>
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In the student union a mindfulness workshop was held. Students learned how to manage emotional distress, psychological stress and burnout.

<b>April 6th</b>	<b>Financial Literacy</b>	<b>SAO</b>
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There was a zoom meeting to talk about financial literacy. It included a bingo game that corresponds to a financial literacy tip, topic, or term.

<b>April 6th</b>	<b>#SAAM Information Table</b>	<b>SAO</b>
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In the student union, there was an information table to inform about sexual assault during Sexual Assault Awareness Month.

<b>April 7th</b>	<b>#SAAM Workshop</b>	<b>SAO</b>
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In the student union, there was a workshop that talked about Health Relationships, stalking and tech safety, and sexual violence prevention for Sexual Assault Awareness Month.

<b>April 9th</b>	<b>Latino Thought Makers</b>	<b>LTM</b>
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Mexican-American Actor, director, producer, and activist Edward James Olmos was brought in to be interviewed for the Latino Thought Makers event.



**Board Meeting**  
**April 27, 2022**  
**11:00 a.m.**





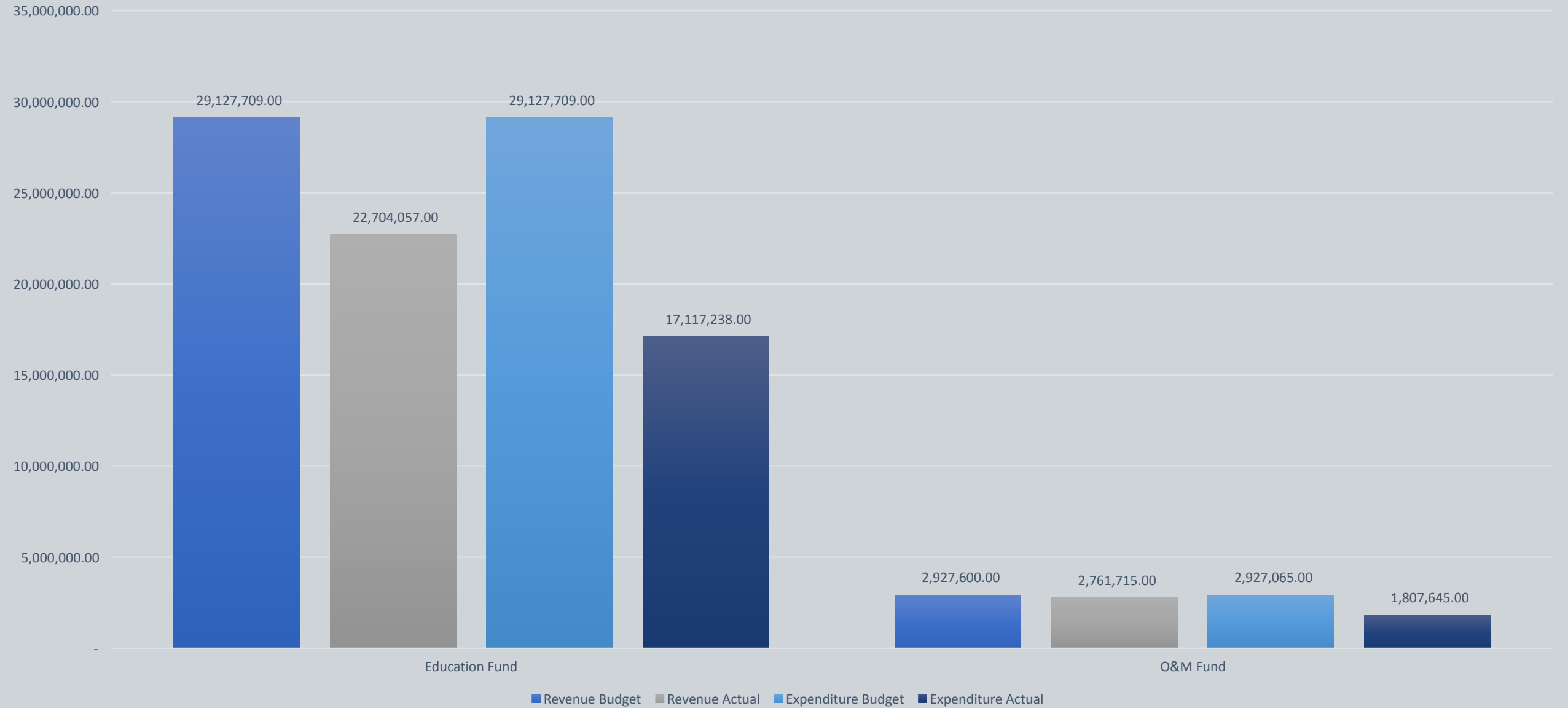
# Monthly Finance Updates

Business Office

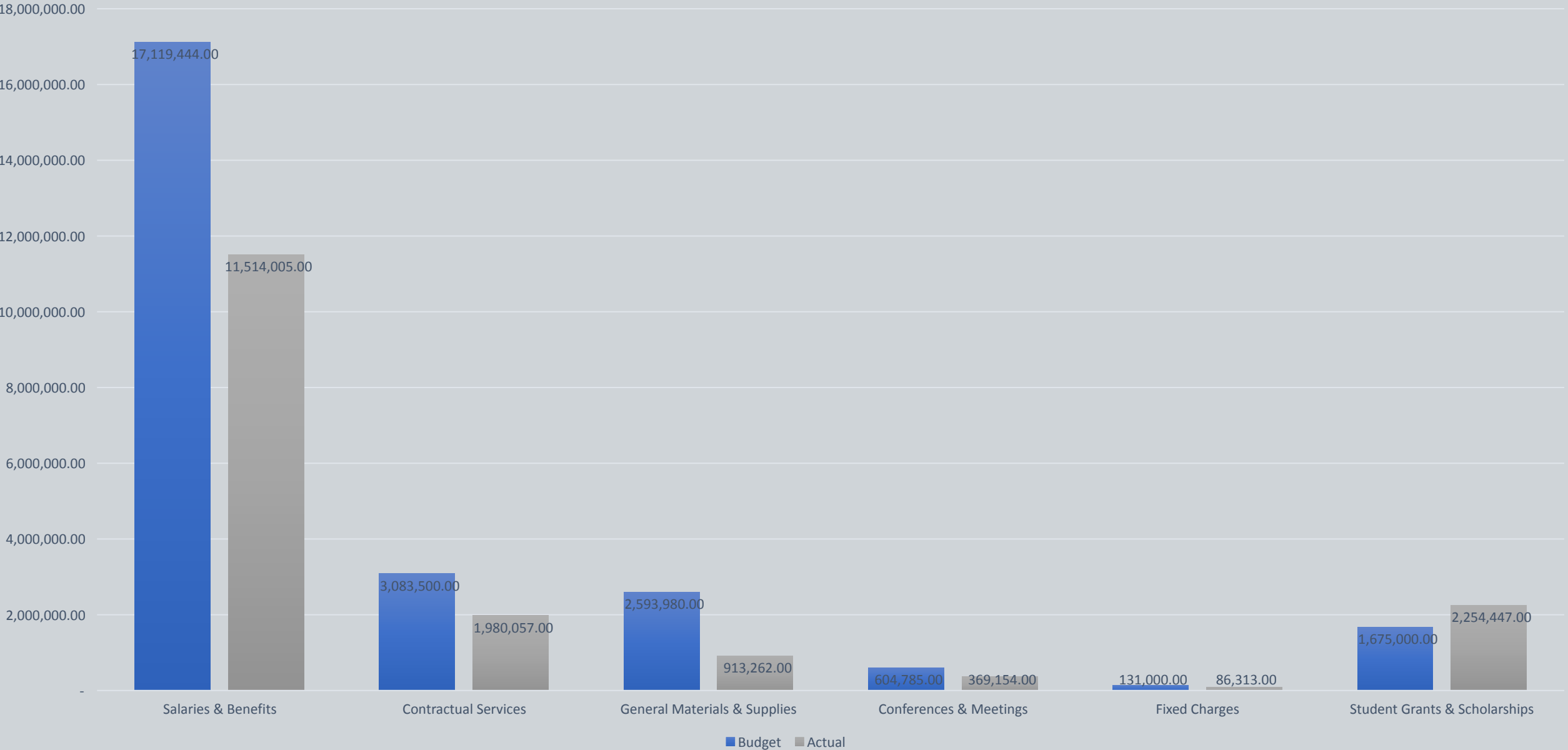
Month ending March 2022



## March 2022 - Operating Fund Revenues & Expenditures



March 2022 - Education Fund Expenditures



*Questions?*

*Thank you!!*





**Board Meeting**  
**April 27, 2022**  
**11:00 a.m.**





# MORTON COLLEGE

## Minutes for the Regular Meeting

### Wednesday, March 23, 2022

#### **1. Call to Order**

The Regular meeting was called to order by Board Chair, Frances Reitz at 11:04 p.m. on Wednesday, March 23, 2022 at the JPAC Theater.

#### **2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance

#### **3. Roll Call**

##### **Present:**

Ivan Tejeda, Student Trustee  
Frances F. Reitz, Trustee  
Anthony Martinucci, Trustee  
Jose Collazo, Trustee,  
Susan Grazzini, Trustee

##### **Absent:**

Susan Banks, Trustee  
Charles Hernandez, Trustee  
Oscar Montiel, Trustee

##### **Also Present:**

Dr. Stan Fields, President  
Terrence Casey, Attorney

#### **4. Citizen Comments**

None



## **5. Reports**

### **5.1. ICCTA - ACCT**

### **5.2. Student Member - Ivan Tejeda**

Student Member Ivan Tejeda gave his monthly report on February's student activities around campus.

## **6. Consent Agenda**

Trustee Martinucci made a motion to establish the Consent Agenda, which includes agenda items 6.1 to 6.25.1, as listed below.

Trustee Collazo seconded the motion

Ayes: Trustees, Reitz, Martinucci, Collazo, Grazzini, Student Advisory Tejeda.

Nays: None    Absent: Trustees, Banks, Montiel, Hernandez

Trustee Martinucci made a motion to approve the Consent Agenda, which includes agenda items 6.1 to 6.25.1, as listed below.

Trustee Collazo seconded the motion

Ayes: Trustees, Reitz, Martinucci, Collazo, Grazzini, Student Advisory Tejeda.

Nays: None    Absent: Trustees, Banks, Montiel, Hernandez

6.1. Approval of the Minutes of the Regular Meeting held on February 28, 2022.

6.2. Approval and ratification of accounts payable and payroll for the month of February 2022, in the amount of \$3,502,315.00, and budget transfers in the amount of \$1,373,031.00.

6.3. Approval of the Monthly Budget Report for fiscal year to date ending in February 2022.

6.4. Approval of the Treasurer's Report for February 2022.

6.5. Approval of the installation of a new Catalyst 6509 core switching from DYOPATH to support the growth of technology peripherals/users, in the amount of \$79,604.39, funded by HEERF grant.

6.6. Approval of the 10% temporary work assignment for Hernan Alonso, to assist with Adult Education enrollment process, effective March 25 through June 24, 2022.

6.7. Approval of the renewal of the clinical affiliation agreement with Norridge Gardens for Health Science clinicals.

6.8. Approval of the renewal of the clinical affiliation agreement with Cook County Health and Hospital System for Health Science clinicals.

6.9. Approval of the reimbursement of Dr. Alison Deasey, Director of Physical Therapist Assistant Program, for the Annual American Physical Therapy Association (APTA) membership, in the amount of \$595.00.

- 6.10. Approval of the purchase of 200 desktop computers which support the new Windows 11 OS from Konica Minolta, in the amount of \$263,200.00, funded by HEERF grant.
- 6.11. Approval of the Differential Pay Report for Spring semester 2022, in the amount of \$18,252.41, pending additional classes and/or additions.
- 6.12. Approval of the out-of-state travel of Trustee Anthony Martinucci to attend the NJCAA DII National Women's Basketball Championship in Port Huron, Michigan, from March 14-19, 2022 with the approximate cost of \$2,072.00.
- 6.13. Approval of the Softdocs Master Services 3-Year Contract to transition the college from paper to electronic forms, in the amount of \$204,305.00, partially funded by HEERF grant.
- 6.14. Approval of fy23 course fees, due to the increased cost of materials, equipment, and software, effective fall 2022 term.
- 6.15. Approval of the Memorandum of Understanding MOU with Latinologues, in the amount of \$20,000.00 for the April 9, 2022, show.
- 6.16. Approval of Cornerstone Government Affairs, Inc, for professional services, effective April 1, 2022, to March 31, 2023, for a monthly fee of \$14,000.00.
- 6.17. Approval of the purchase of Microsoft Office 3-year license from JourneyEd.com, Inc. in the amount of \$188,398.77, partially funded by HEERF grant.
- 6.18. Approval of the partnership agreement with Cicero District 99 for participation in the STEAMers Camp.
- 6.19. Approval of the partnership agreement with Cicero District 99 for offering summer programming to young learners in grades 4,5,6,7 and 8 affiliated with the district.
- 6.20. Approval of Elisa McKinley Independent Contract Agreement as Head Athletic Trainer, \$38,500.00, effective November 15, 2021, to June 15, 2022.
- 6.21. Approval of New Job Descriptions
- 6.21.1. One-Stop Center Specialist Full-Time
  - 6.21.2. One-Stop Center Specialist Part-Time
  - 6.21.3. Adjunct Instructor - Economics
  - 6.21.4. Director of College Community Experience
  - 6.21.5. Community College Experience Specialist
- 6.22. Approval of Updated Job Description
- 6.22.1. Event Manager
- 6.23. Approval of Part-Time Employment
- 6.23.1. Earliana McLaurin, Instructional Technologist Liaison for Arts and Sciences Department, \$17.62 per hr, effective April 04, 2022.
  - 6.23.2. Emily Erazo, Peer Tutor, \$12.00 per hr, effective March 16, 2022.

6.23.3. Anthony Jenkins, Biology Tutor, \$21.00 per hr, effective March 24, 2022.

6.23.4. Yoselin Villegas, Peer Tutor, \$12.00 per hr, effective March 16, 2022.

6.23.5. Eric Gutierrez, Student Aide - CIS/CPS, \$12.00 per hr, effective March 29, 2022.

6.23.6. Jacqueline Medina, Student Aide - CIS/CPS, \$12.00 per hr, effective March 29, 2022.

6.23.7. Fernando Hernandez, Student Helper - Fitness Center, \$12.00 per hr, effective March 28, 2022.

6.23.8. Lorena Garcia-Guerrero, Student Helper - Fitness Center, \$12.00 per hr, effective March 28, 2022.

6.23.9. Courtney Price, Student Helper - Fitness Center, \$12.00 per hr, effective March 28, 2022.

6.23.10. Victor Alvarado, Student Helper - Fitness Center, \$12.00 per hr, effective March 28, 2022.

6.24. Approval of Resignations

6.24.1. Amanda Braun, PTA Lab Assistant/Tutor, effective June 9, 2022.

6.25. Approval of Retirement

6.25.1. Edward McGuee, Custodian, effective February 28, 2022.

**7. Adjournment**

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

Trustee Collazo seconded the motion

Ayes: Trustees, Reitz, Martinucci, Collazo, Grazzini, Student Advisory Tejada.

Nays: None    Absent: Trustees, Banks, Montiel, Hernandez

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Frances Reitz  
Board Chair

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Jose Collazo  
Board Secretary

**From:** [Mireya Perez](#)  
**To:** [Board Materials](#)  
**Subject:** Fwd: Action Item 8.1 for 4/27/2022 Board Meeting  
**Date:** Thursday, April 14, 2022 5:46:04 PM  
**Attachments:** [Board AS Totals 3.31.22.pdf](#)  
[BT 3.31.22.pdf](#)  
[Check Register 3.31.22.pdf](#)  
[Over 10k MAR 2022.pdf](#)

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**From:** Suzanna Raigoza <[Suzanna.Raigoza@morton.edu](mailto:Suzanna.Raigoza@morton.edu)>  
**Sent:** Thursday, April 14, 2022, 4:44 PM  
**To:** Mireya Perez <[mireya.perez@morton.edu](mailto:mireya.perez@morton.edu)>  
**Subject:** Action Item 8.1 for 4/27/2022 Board Meeting

**Propose Action:** THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF MARCH 2022 IN THE AMOUNT OF \$3,063,078 AND BUDGET TRANSFERS IN THE AMOUNT OF \$145,000 AS SUBMITTED.

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

**Attachments:** Resolution, Accounts Payable and Payroll Records

Thank you,

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

**Morton College  
Over 10K Report  
March 2022**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
Aaron M. Moore	3/3/2022	E0013966	EXEMPT	\$3,000.00	Athletic Field
Aaron M. Moore	3/17/2022	E0014157	EXEMPT	\$2,000.00	Asst. SB Coach Stipend
Aaron M. Moore	3/18/2022	0104513	EXEMPT	\$5,000.00	Meal Money 3/21/22 -
Aaron M. Moore	3/25/2022	E0014170	EXEMPT	\$321.00	SB Field Rental
Aaron M. Moore	3/31/2022	E0014207	EXEMPT	\$3,267.50	Asst. Field Manager
Amazon Capital Services	3/15/2022	0104246	EXEMPT	\$7,766.81	All-in-one Quad-core
Amazon Capital Services	3/31/2022	0104577	EXEMPT	\$5,023.60	Charlotte's Web
Ashlaur Construction Company, Inc.	3/31/2022	0104580	10/27/2021	\$327,361.94	Student Services APP 1
ATI Nursing Education	3/15/2022	0104256	2/28/2022	\$23,555.00	ATI Supreme RN for studen
BKD, LLP	3/15/2022	0104259	EXEMPT	\$11,600.00	Audit Services
ComEd	3/31/2022	0104594	EXEMPT	\$14,008.13	Light Energy
ComEd	3/31/2022	0104595	EXEMPT	\$641.88	Light Services Park
CurrQuNet/C/O Bibby Services	3/31/2022	0104598	EXEMPT	\$11,550.00	support hosting and maint
Del Galdo Law Group, LLC	3/31/2022	0104599	8/25/2021	\$16,492.75	Attorney Services
Dycopath LLC	3/15/2022	0104276	EXEMPT	\$7,750.00	Network Monitoring
Dycopath LLC	3/31/2022	0104607	EXEMPT	\$22,585.00	Microsoft 365
FHEG Morton College Bookstore	3/15/2022	0104280	8/26/2020	\$62,626.64	3rd Party bookstore
First Midwest Bank	3/17/2022	0104332	EXEMPT	\$31,120.30	Various Credit Card Purchases
Freeport Energy Solutions, LLC.	3/31/2022	0104611	11/18/2020	3/31/2022	Energy Services
Game One	3/15/2022	0104285	7/22/2020	\$7,942.23	BB Caps
Game One	3/31/2022	0104612	7/22/2020	\$51,597.55	Augusta Jersey
Garvey's Office Products Inc.	3/15/2022	0104286	EXEMPT	\$24,118.14	Business Off Furniture
Kevin W. McManaman	3/4/2022	0104149	EXEMPT	\$170.00	Meal Money 3/4/22
Kevin W. McManaman	3/4/2022	0104150	EXEMPT	\$170.00	Meal Money 3/6/22
Kevin W. McManaman	3/4/2022	0104151	EXEMPT	\$170.00	Meal Money 3/17/22
Kevin W. McManaman	3/4/2022	0104152	EXEMPT	\$4,480.00	Meal Money
Kevin W. McManaman	3/18/2022	0104511	EXEMPT	\$170.00	Meal Money 3/29/22
Kevin W. McManaman	3/18/2022	0104512	EXEMPT	\$170.00	Meal Money 3/31/22
Kevin W. McManaman	3/25/2022	0104533	EXEMPT	\$170.00	Meal Money 4-7-22
Kevin W. McManaman	3/25/2022	0104534	EXEMPT	\$170.00	Meal Money 4-9-22
Kevin W. McManaman	3/25/2022	E0014168	EXEMPT	\$4,000.00	Head SB Coach Stipend
Kevin W. McManaman	3/31/2022	E0014206	EXEMPT	\$966.27	Boarding Passes
Konica Minolta Bus Solut	3/15/2022	0104298	1/26/2022	\$3,130.33	Scanning
Konica Minolta Bus Solut	3/31/2022	0104620	1/26/2022	\$8,069.19	BIS ECM ProServ
Latinologues Inc	3/30/2022	E0014198	EXEMPT	\$2,500.00	LIT 002 01 Spring22
Latinologues Inc	3/31/2022	E0014211	8/25/2021	\$20,000.00	Latino Thought Makers EJO
Mesirow Insurance Services, Inc	3/31/2022	0104627	EXEMPT	\$11,250.00	Quarterly Payment
Ms Vickie L. Gukenberger	3/14/2022	E0014027	12/13/2021	\$1,354.58	Travel Reimbursement
Ms Vickie L. Gukenberger	3/30/2022	E0014195	12/13/2021	\$16,250.00	Second Payment
Omni Financial Group, Inc.	3/14/2022	E0014030	4/28/2021	\$19,427.22	Payroll Deductions
Omni Financial Group, Inc.	3/30/2022	E0014193	4/28/2021	\$10,202.16	Payroll Deductions
State Univ Retirement Systems	3/4/2022	0104161	EXEMPT	\$12.24	EMP ID 74, ARKEY
State Univ Retirement Systems	3/4/2022	0104162	EXEMPT	\$2,253.65	FORTIER EMPID74,
State Univ Retirement Systems	3/14/2022	E0014031	EXEMPT	\$74,903.25	Payroll Deductions
State Univ Retirement Systems	3/15/2022	0104318	EXEMPT	\$3,825.92	Service Credit for Other
			<b>Total Paid</b>	<b>867,794.28</b>	

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
0104135	03/04/22	Recon	0177457	Mr. Manuel H. Becerra	V0151426	10/13/21		1,750.00		1,750.00
								1,750.00		1,750.00
0104136	03/04/22	Recon	0210003	Blue Cross Blue Shield o	V0159259	02/28/22		8,762.38		8,762.38
								8,762.38		8,762.38
0104137	03/04/22	Recon	0196660	Kina L. Brown	V0159291	03/01/22		155.00		155.00
								155.00		155.00
0104138	03/04/22	Void	0184819	Maxwell T. Campo						
0104139	03/04/22	Recon	0200455	Ms. Lauren Caruso	V0159275	02/28/22		69.75		69.75
								69.75		69.75
0104140	03/04/22	Recon	0000762	Mr. George F. Fejt	V0159165	02/25/22		23.00		23.00
								23.00		23.00
0104141	03/04/22	Recon	0212408	Jesse A. Galeana	V0156420	01/06/22		750.00		750.00
								750.00		750.00
0104142	03/04/22	Recon	0001455	Peter Jimenez	V0159293	03/01/22		155.00		155.00
								155.00		155.00
0104143	03/04/22	Recon	0001226	Raymond W Konrath	V0159283	03/01/22		60.00		60.00
								60.00		60.00
0104144	03/04/22	Recon	0172976	Dylan Kramer	V0159294	03/01/22		165.00		165.00
								165.00		165.00
0104145	03/04/22	Outst	0211767	Thomas P. Lentine	V0159285	03/01/22		200.00		200.00
								200.00		200.00
0104146	03/04/22	Recon	0208089	Steven Lessman	V0159288	03/01/22		50.00		50.00
								50.00		50.00
0104147	03/04/22	Outst	0000833	Dr. Mark J. Litwicki	V0159213	02/25/22		170.14		170.14
								170.14		170.14

11 Apr 2022  
16:49

ACCOUNTS PAYABLE CHECK REGISTER  
Period 03/01/2022 - 03/31/2022

Page 2

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
0104148	03/04/22	Recon	0211860	Stacy Majchrowski	V0159295	03/01/22		165.00		165.00
								165.00		165.00
0104149	03/04/22	Outst	0206101	Kevin W. McManaman	V0158172	02/24/22		170.00		170.00
								170.00		170.00
0104150	03/04/22	Recon	0206101	Kevin W. McManaman	V0158173	02/24/22		170.00		170.00
								170.00		170.00
0104151	03/04/22	Recon	0206101	Kevin W. McManaman	V0158174	02/24/22		170.00		170.00
								170.00		170.00
0104152	03/04/22	Recon	0206101	Kevin W. McManaman	V0159290	03/01/22		4,480.00		4,480.00
								4,480.00		4,480.00
0104153	03/04/22	Outst	0156168	Jerry Ming	V0159292	03/01/22		155.00		155.00
								155.00		155.00
0104154	03/04/22	Recon	0212407	Xavier Montalvo	V0156428	01/06/22		750.00		750.00
								750.00		750.00
0104155	03/04/22	Recon	0187216	Mr. Neil J. Moss	V0159282	03/01/22		40.00		40.00
								40.00		40.00
0104156	03/04/22	Recon	0011896	North Central College	V0159279	03/01/22		600.00		600.00
								600.00		600.00
0104157	03/04/22	Recon	0212406	Shamar Pugh	V0156424	01/06/22		750.00		750.00
								750.00		750.00
0104158	03/04/22	Recon	0213284	Kim F. Robare	V0159287	03/01/22		75.00		75.00
								75.00		75.00
0104159	03/04/22	Recon	0000731	Dr. Kymberly L. Seo	V0159299	03/02/22		482.26		482.26
								482.26		482.26
0104160	03/04/22	Outst	0208853	Allan Scarabello	V0159289	03/01/22		75.00		75.00
								75.00		75.00

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Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0104161	03/04/22	Recon	0001161	State Univ Retirement Sy	V0159180	02/25/22		12.24		12.24
								12.24		12.24
0104162	03/04/22	Recon	0001161	State Univ Retirement Sy	V0159198	02/25/22		2,253.65		2,253.65
								2,253.65		2,253.65
0104163	03/04/22	Recon	0194864	Mr. Ryan M. Tomchek	V0159249	02/28/22		133.24		133.24
								133.24		133.24
0104164	03/04/22	Recon	0190167	Daniel K. Treadwell	V0159250	02/28/22		2,000.00		2,000.00
								2,000.00		2,000.00
0104165	03/04/22	Recon	0001799	United State Postal Serv	V0159304	03/02/22		265.00		265.00
								265.00		265.00
0104166	03/04/22	Recon	0001390	Unum Life Ins Co of Amer	V0159298	03/01/22		104.90		104.90
								104.90		104.90
0104167	03/04/22	Recon	0213301	Daniel J. Vasta	V0159278	03/01/22		730.00		730.00
								730.00		730.00
0104168	03/04/22	Recon	0211861	Gregory L. Walter	V0159296	03/01/22		165.00		165.00
								165.00		165.00
0104169	03/04/22	Outst	0158266	Mr. Christopher J. Wido	V0158171	02/24/22		330.00		330.00
								330.00		330.00
0104170	03/04/22	Outst	0158266	Mr. Christopher J. Wido	V0159297	03/01/22		330.00		330.00
								330.00		330.00
0104171	03/04/22	Recon	0213469	Kristina C. Wilson	V0159257	02/28/22		350.00		350.00
								350.00		350.00
0104182	03/11/22	Recon	0209905	Teresa L. Alderman	V0159337	03/08/22		100.00		100.00
								100.00		100.00
0104183	03/11/22	Recon	0000995	Bureau Water/Sewer Town	V0159309	03/08/22		198.10		198.10



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					V0159310	03/08/22		569.76		569.76
					V0159311	03/08/22		191.34		191.34
					V0159312	03/08/22		191.34		191.34
					V0159313	03/08/22		191.34		191.34
					V0159314	03/08/22		191.34		191.34
								1,533.22		1,533.22
0104184	03/11/22	Recon	0202383	Flexible Benefit Service	V0159329	03/08/22		385.00		385.00
								385.00		385.00
0104185	03/11/22	Recon	0197148	Joseph Foster	V0159339	03/08/22		165.00		165.00
								165.00		165.00
0104186	03/11/22	Recon	0192827	Mr. Jonathan Gourlay	V0159276	03/01/22		904.77		904.77
								904.77		904.77
0104187	03/11/22	Recon	0200722	Ms. Martinique L. Jordan	V0159307	03/03/22		35.00		35.00
								35.00		35.00
0104188	03/11/22	Recon	0001226	Raymond W Konrath	V0159336	03/08/22		30.00		30.00
								30.00		30.00
0104189	03/11/22	Outst	0211767	Thomas P. Lentine	V0159332	03/08/22		130.00		130.00
								130.00		130.00
0104190	03/11/22	Recon	0208089	Steven Lessman	V0159328	03/08/22		100.00		100.00
								100.00		100.00
0104191	03/11/22	Recon	0207766	Massachusetts Mutual Lif	V0159330	03/08/22		2,069.26		2,069.26
								2,069.26		2,069.26
0104192	03/11/22	Recon	0176689	Jessica Molinar	V0159349	03/09/22		35.08		35.08
								35.08		35.08
0104193	03/11/22	Recon	0187216	Mr. Neil J. Moss	V0159331	03/08/22		80.00		80.00
								80.00		80.00
0104194	03/11/22	Recon	0202346	Paul Novak	V0159338	03/08/22		165.00		165.00
								165.00		165.00

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0104195	03/11/22	Outst	0158266	Mr. Christopher J. Wido	V0159343	03/08/22		1,320.00		1,320.00
								1,320.00		1,320.00
0104226	03/15/22	Recon	0177469	Bright Start College Sav	V0159515	03/15/22		100.00		100.00
								100.00		100.00
0104227	03/15/22	Recon	0001422	CCCTU-Cope Fund	V0159516	03/15/22		120.00		120.00
								120.00		120.00
0104228	03/15/22	Recon	0001374	College & University Cre	V0159518	03/15/22		200.00		200.00
								200.00		200.00
0104229	03/15/22	Recon	0001371	Colonial Life & Accident	V0159519	03/15/22		12.00		12.00
								12.00		12.00
0104230	03/15/22	Outst	0160763	Illinois Education Assoc	V0159520	03/15/22		83.00		83.00
								83.00		83.00
0104231	03/15/22	Recon	0191845	Metropolitan Alliance of	V0159521	03/15/22		298.00		298.00
								298.00		298.00
0104232	03/15/22	Outst	0101061	Morton College Faculty	V0159517	03/15/22		90.35		90.35
								90.35		90.35
0104233	03/15/22	Recon	0001372	Morton College Teachers	V0159523	03/15/22		1,652.59		1,652.59
								1,652.59		1,652.59
0104234	03/15/22	Recon	0001372	Morton College Teachers	V0159522	03/15/22		2,993.72		2,993.72
								2,993.72		2,993.72
0104235	03/15/22	Recon	0001513	SEIU Local 73 Cope	V0159525	03/15/22		7.00		7.00
								7.00		7.00
0104236	03/15/22	Recon	0001373	Service Employees Intl U	V0159526	03/15/22		323.16		323.16
								323.16		323.16
0104237	03/15/22	Recon	0001563	State Disbursement Unit	V0159527	03/15/22		50.00		50.00

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					V0159528	03/15/22		961.71		961.71
								1,011.71		1,011.71
0104238	03/15/22	Recon	0190089	3OE Solutions	V0159548	03/14/22	B0004384	4,333.00		4,333.00
								4,333.00		4,333.00
0104239	03/15/22	Recon	0202280	4AllPromos LLC	V0159628	03/14/22	P0011241	4,402.77		4,402.77
								4,402.77		4,402.77
0104240	03/15/22	Recon	0211633	A&A Pro Services LLC	V0159560	03/14/22	B0004427	9,450.00		9,450.00
								9,450.00		9,450.00
0104241	03/15/22	Recon	0209709	Accurate Employment Scre	V0159598	03/14/22	B0004349	2,083.35		2,083.35
								2,083.35		2,083.35
0104242	03/15/22	Outst	0204012	Admit One Products, Inc.	V0159615	03/14/22	B0004354	392.85		392.85
								392.85		392.85
0104243	03/15/22	Recon	0175113	Algor Plumbing	V0159444	03/10/22	B0003992	291.66		291.66
								291.66		291.66
0104244	03/15/22	Recon	0190802	All-Types Elevators Inc	V0159468	03/10/22	B0003995	1,490.00		1,490.00
					V0159586	03/14/22	B0003995	548.00		548.00
								2,038.00		2,038.00
0104245	03/15/22	Outst	0208384	Altorfer Industries Inc.	V0159539	03/14/22	B0004451	1,351.50		1,351.50
								1,351.50		1,351.50
0104246	03/15/22	Recon	0188188	Amazon Capital Services	V0159439	03/10/22	B0004161	92.00-		-92.00
					V0159469	03/10/22	B0004161	99.98		99.98
					V0159470	03/10/22	B0004028	547.18		547.18
					V0159471	03/10/22	B0004028	95.91		95.91
					V0159472	03/10/22	B0004021	139.56		139.56
					V0159473	03/10/22	B0004161	99.98		99.98
					V0159474	03/10/22	B0004342	389.32		389.32
					V0159475	03/10/22	B0004415	1,811.81		1,811.81
					V0159476	03/10/22	B0004329	142.99		142.99
					V0159533	03/14/22	B0004414	109.91		109.91
					V0159534	03/14/22	B0004425	368.55		368.55
					V0159535	03/14/22	B0004429	984.38		984.38
					V0159536	03/14/22	B0004021	25.76		25.76

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					V0159537	03/14/22	B0004446	152.40		152.40
					V0159607	03/14/22	B0004453	333.70		333.70
					V0159608	03/14/22	B0004453	469.01		469.01
					V0159632	03/15/22	B0004161	99.98-		-99.98
					V0159642	03/15/22	B0004021	310.82		310.82
					V0159652	03/15/22	P0011289	1,807.98		1,807.98
					V0159662	03/15/22	P0011303	69.55		69.55
								7,766.81		7,766.81
0104247	03/15/22	Recon	0000971	American Red Cross	V0159465	03/10/22	B0004410	1,188.00		1,188.00
								1,188.00		1,188.00
0104248	03/15/22	Recon	0000977	Apple, Inc.	V0159455	03/10/22	B0004381	298.00		298.00
					V0159456	03/10/22	B0004381	108.00		108.00
					V0159464	03/10/22	B0004381	1,798.00		1,798.00
								2,204.00		2,204.00
0104249	03/15/22	Recon	0001188	Aramark	V0159433	03/10/22	B0004231	14.67-		-14.67
					V0159434	03/10/22	B0004231	278.79		278.79
					V0159436	03/10/22	B0004231	70.96		70.96
					V0159438	03/10/22	B0004231	441.46		441.46
								776.54		776.54
0104250	03/15/22	Recon	0001490	Arc One Electric	V0159574	03/14/22	B0004412	610.00		610.00
					V0159575	03/14/22	B0004411	609.14		609.14
								1,219.14		1,219.14
0104251	03/15/22	Recon	0198820	Asure Software	V0159449	03/10/22	B0003998	131.99		131.99
								131.99		131.99
0104252	03/15/22	Recon	0000973	AT&T	V0159634	03/15/22	B0004361	928.02		928.02
								928.02		928.02
0104253	03/15/22	Recon	0000973	AT&T	V0159635	03/15/22	B0004361	890.10		890.10
								890.10		890.10
0104254	03/15/22	Recon	0001953	AT&T Mobility	V0159544	03/14/22	B0003987	83.05		83.05
								83.05		83.05
0104255	03/15/22	Recon	0001953	AT&T Mobility	V0159546	03/14/22	B0004038	2,102.00		2,102.00
								2,102.00		2,102.00

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0104256	03/15/22	Outst	0156646	ATI Nursing Education	V0159641	03/15/22	P0011253	23,555.00		23,555.00
								23,555.00		23,555.00
0104257	03/15/22	Recon	0001401	AZ Commercial	V0159484	03/10/22	B0003954	58.14		58.14
					V0159485	03/10/22	B0003954	31.28		31.28
					V0159486	03/10/22	B0004019	7.18		7.18
					V0159487	03/10/22	B0004019	20.17		20.17
					V0159488	03/10/22	B0004019	29.74		29.74
					V0159489	03/10/22	B0004019	8.19		8.19
					V0159490	03/10/22	B0004019	47.92		47.92
								202.62		202.62
0104258	03/15/22	Recon	0213545	Berwyn Garage	V0159429	03/10/22	B0004440	135.00		135.00
								135.00		135.00
0104259	03/15/22	Recon	0183673	BKD, LLP	V0159443	03/10/22	B0004064	11,600.00		11,600.00
								11,600.00		11,600.00
0104260	03/15/22	Void	0166207	BSA			B0004064			
0104261	03/15/22	Recon	0001466	CAIRS	V0159650	03/15/22	P0011295	560.00		560.00
								560.00		560.00
0104262	03/15/22	Recon	0000998	Carolina Biological Supp	V0159647	03/15/22	P0011210	38.30		38.30
					V0159648	03/15/22	P0011210	174.66		174.66
					V0159654	03/15/22	P0011226	5,533.31		5,533.31
					V0159656	03/15/22	P0011206	105.00		105.00
								5,851.27		5,851.27
0104263	03/15/22	Recon	0001593	CDW-Government, Inc	V0159557	03/14/22	P0011029	1,303.92		1,303.92
					V0159646	03/15/22	P0011208	1,251.18		1,251.18
					V0159661	03/15/22	P0011251	2,797.32		2,797.32
								5,352.42		5,352.42
0104264	03/15/22	Recon	0001713	Cicero Landscape Inc.	V0159585	03/14/22	B0003982	1,200.00		1,200.00
								1,200.00		1,200.00
0104265	03/15/22	Recon	0001195	Cintas Corporation	V0159538	03/14/22	B0003975	112.69		112.69
								112.69		112.69

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0104266	03/15/22	Recon	0001195	Cintas Corporation	V0159430	03/10/22	B0003974	206.30		206.30
					V0159596	03/14/22	B0003974	206.30		206.30
								412.60		412.60
0104267	03/15/22	Outst	0211153	Cleared4 Inc	V0159445	03/10/22	B0004409	7.92		7.92
					V0159446	03/10/22	B0004409	50.30		50.30
					V0159458	03/10/22	B0004409	56.20		56.20
								114.42		114.42
0104268	03/15/22	Recon	0201853	Club Automation, LLC	V0159604	03/14/22	B0004042	908.68		908.68
								908.68		908.68
0104269	03/15/22	Recon	0001008	The College Board	V0159636	03/15/22	P0011238	800.00		800.00
								800.00		800.00
0104270	03/15/22	Recon	0001752	Comcast	V0159483	03/10/22	B0004034	191.32		191.32
								191.32		191.32
0104271	03/15/22	Recon	0211951	Concord Theatricals Corp	V0159649	03/15/22	P0011199	115.72		115.72
								115.72		115.72
0104272	03/15/22	Outst	0170059	Curriculum Publications	V0159651	03/15/22	P0011296	3,750.00		3,750.00
								3,750.00		3,750.00
0104273	03/15/22	Recon	0212349	Del's Moving Inc	V0159556	03/14/22	B0004332	950.00		950.00
								950.00		950.00
0104274	03/15/22	Recon	0000989	Dick Blick	V0159431	03/10/22	B0004390	45.27		45.27
					V0159457	03/10/22	B0004390	527.95		527.95
								573.22		573.22
0104275	03/15/22	Recon	0209578	DisposAll Waste Services	V0159597	03/14/22	B0003964	275.00		275.00
								275.00		275.00
0104276	03/15/22	Recon	0182724	Dyopath LLC	V0159432	03/10/22	B0004011	7,750.00		7,750.00
								7,750.00		7,750.00
0104277	03/15/22	Recon	0204809	ECS Midwest, LLC	V0159561	03/14/22	B0004448	4,413.75		4,413.75
								4,413.75		4,413.75

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0104278	03/15/22	Recon	0198694	ePromos Promotional Prod	V0159447	03/10/22	B0004265	4,005.92		4,005.92
					V0159448	03/10/22	B0004264	2,861.47		2,861.47
					V0159467	03/10/22		2,123.32-		-2,123.32
					V0159578	03/14/22	P0010887	370.95		370.95
					V0159580	03/14/22	P0010886	466.58		466.58
								5,581.60		5,581.60
0104279	03/15/22	Recon	0001029	Fed Ex	V0159543	03/14/22	B0003947	26.61		26.61
					V0159592	03/14/22	B0003947	12.40		12.40
								39.01		39.01
0104280	03/15/22	Recon	0196370	FHEG Morton College Book	V0159308	03/04/22		62,626.64		62,626.64
								62,626.64		62,626.64
0104281	03/15/22	Recon	0157592	First Communications	V0159542	03/14/22	B0004442	1,103.56		1,103.56
								1,103.56		1,103.56
0104282	03/15/22	Recon	0001034	Flinn Scientific Inc	V0159613	03/14/22	P0011267	463.50		463.50
								463.50		463.50
0104283	03/15/22	Recon	0212859	Floods Royal Flush Inc	V0159657	03/15/22	P0011316	4,000.00		4,000.00
								4,000.00		4,000.00
0104284	03/15/22	Recon	0192360	Fusion Cloud Services, L	V0159541	03/14/22	B0004443	3,074.92		3,074.92
								3,074.92		3,074.92
0104285	03/15/22	Recon	0205565	Game One	V0159478	03/10/22	B0004339	479.07		479.07
					V0159479	03/10/22	B0004339	181.60		181.60
					V0159587	03/14/22	B0004253	4,699.20		4,699.20
					V0159589	03/14/22	B0004338	418.96		418.96
					V0159590	03/14/22	B0004253	778.11		778.11
					V0159591	03/14/22	B0004253	1,385.29		1,385.29
								7,942.23		7,942.23
0104286	03/15/22	Recon	0201760	Garvey's Office Products	V0159550	03/14/22	B0004243	24,118.14		24,118.14
								24,118.14		24,118.14
0104287	03/15/22	Recon	0205972	Gas Plus DBA Buddy Bear	V0159571	03/14/22	B0004023	107.94		107.94
								107.94		107.94

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0104288	03/15/22	Recon	0213437	Gibson Electric Co., Inc	V0159624	03/14/22	P0011272	2,610.53		2,610.53
								2,610.53		2,610.53
0104289	03/15/22	Recon	0001047	Grainger Inc.	V0159558	03/14/22	P0011117	215.18		215.18
								215.18		215.18
0104290	03/15/22	Recon	0001666	Herbkoe Fun Foods	V0159617	03/14/22	P0011274	820.00		820.00
								820.00		820.00
0104291	03/15/22	Recon	0210378	Hinckley Springs	V0159547	03/14/22	B0004112	55.88		55.88
								55.88		55.88
0104292	03/15/22	Recon	0001381	Home Depot/GECE	V0159565	03/14/22	B0004282	285.99		285.99
					V0159566	03/14/22	B0004324	15.09		15.09
					V0159567	03/14/22	B0004324	56.97		56.97
					V0159568	03/14/22	B0004143	547.53		547.53
								905.58		905.58
0104293	03/15/22	Recon	0001647	Iron Mountain	V0159549	03/14/22	B0004006	580.27		580.27
								580.27		580.27
0104294	03/15/22	Recon	0001030	JC Licht, LLC	V0159559	03/14/22	B0003948	20.76		20.76
								20.76		20.76
0104295	03/15/22	Recon	0001775	Jostens	V0159450	03/10/22	B0004352	9.25		9.25
					V0159451	03/10/22	B0004352	20.69		20.69
					V0159627	03/14/22	P0011252	2,464.24		2,464.24
					V0159630	03/15/22	B0004352	20.69		20.69
					V0159631	03/15/22	B0004352	20.69		20.69
								2,535.56		2,535.56
0104296	03/15/22	Recon	0211664	Kiesler Police Supply, I	V0159440	03/10/22	B0004441	1,012.00		1,012.00
								1,012.00		1,012.00
0104297	03/15/22	Recon	0207351	KnowBe4 Inc.	V0159461	03/10/22	B0004408	3,240.00		3,240.00
					V0159462	03/10/22	B0004408	6,480.00		6,480.00
								9,720.00		9,720.00
0104298	03/15/22	Recon	0001890	Konica Minolta Bus Solut	V0159551	03/14/22	B0004269	191.15		191.15
					V0159552	03/14/22	B0004269	788.40		788.40



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					V0159553	03/14/22	B0004269	866.50		866.50
					V0159554	03/14/22	B0004269	460.48		460.48
					V0159555	03/14/22	B0004269	823.80		823.80
								3,130.33		3,130.33
0104299	03/15/22	Recon	0002233	Konica Minolta Premier F	V0159481	03/10/22	B0004008	125.17		125.17
								125.17		125.17
0104300	03/15/22	Recon	0002233	Konica Minolta Premier F	V0159441	03/10/22	B0004008	473.55		473.55
								473.55		473.55
0104301	03/15/22	Recon	0002233	Konica Minolta Premier F	V0159482	03/10/22	B0004008	2,897.00		2,897.00
								2,897.00		2,897.00
0104302	03/15/22	Recon	0188162	Lake County Press	V0159583	03/14/22	B0004413	765.00		765.00
					V0159584	03/14/22	B0004413	644.00		644.00
								1,409.00		1,409.00
0104303	03/15/22	Recon	0204562	Lo Destro Construction C	V0159658	03/15/22	P0011313	1,410.67		1,410.67
								1,410.67		1,410.67
0104304	03/15/22	Recon	0209373	Meraki Kreativ LLC	V0159623	03/14/22	P0011246	1,849.50		1,849.50
					V0159660	03/15/22	P0011306	678.75		678.75
					V0159664	03/15/22	P0011237	2,010.75		2,010.75
								4,539.00		4,539.00
0104305	03/15/22	Recon	0001416	Midwest Salt	V0159477	03/10/22	B0003980	1,123.46		1,123.46
								1,123.46		1,123.46
0104306	03/15/22	Outst	0163503	NCMPR	V0159611	03/14/22	P0011259	675.00		675.00
					V0159612	03/14/22	P0011260	325.00		325.00
					V0159625	03/14/22	P0011269	325.00		325.00
								1,325.00		1,325.00
0104307	03/15/22	Recon	0001529	New Pocket Nurse	V0159609	03/14/22	P0010570	5.19		5.19
					V0159637	03/15/22	P0011156	55.80		55.80
					V0159638	03/15/22	P0011156	106.02		106.02
					V0159655	03/15/22	P0011211	925.95		925.95
								1,092.96		1,092.96

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0104308	03/15/22	Recon	0001117	North East Multi-Regiona	V0159644	03/15/22	P0011244	125.00		125.00
								125.00		125.00
0104309	03/15/22	Recon	0002406	Paisans Pizza	V0159614	03/14/22	P0011291	101.00		101.00
					V0159618	03/14/22	P0011275	270.00		270.00
					V0159619	03/14/22	P0011276	67.00		67.00
					V0159621	03/14/22	P0011265	421.50		421.50
					V0159640	03/15/22	P0011257	840.00		840.00
					V0159659	03/15/22	P0011308	680.00		680.00
								2,379.50		2,379.50
0104310	03/15/22	Recon	0166827	PeopleAdmin, Inc.	V0159616	03/14/22	P0011240	5,800.00		5,800.00
								5,800.00		5,800.00
0104311	03/15/22	Recon	0001835	Ray O'Herron Co. of Oakb	V0159610	03/14/22	P0011268	399.71		399.71
								399.71		399.71
0104312	03/15/22	Recon	0211689	Reliable Fire & Security	V0159643	03/15/22	P0011247	803.25		803.25
								803.25		803.25
0104313	03/15/22	Recon	0001967	Shaw Media	V0159572	03/14/22	B0003956	1,199.00		1,199.00
								1,199.00		1,199.00
0104314	03/15/22	Recon	0208071	Signature Transportation	V0159540	03/14/22	B0004452	2,800.00		2,800.00
								2,800.00		2,800.00
0104315	03/15/22	Outst	0212768	Slangman Publishing	V0159633	03/15/22	P0011127	32.78		32.78
								32.78		32.78
0104316	03/15/22	Recon	0168276	SmartDeploy	V0159622	03/14/22	P0011261	5,603.00		5,603.00
								5,603.00		5,603.00
0104317	03/15/22	Recon	0001156	Smithereen Exterminating	V0159593	03/14/22	B0003973	177.00		177.00
								177.00		177.00
0104318	03/15/22	Recon	0001161	State Univ Retirement Sy	V0159531	03/14/22		3,825.92		3,825.92
								3,825.92		3,825.92
0104319	03/15/22	Recon	0001165	Swank Motion Pictures In	V0159466	03/10/22	P0011180	495.00		495.00

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								495.00		495.00
0104320	03/15/22	Recon	0202319	Toad Code, Inc.	V0159626	03/14/22	P0011266	1,268.75		1,268.75
								1,268.75		1,268.75
0104321	03/15/22	Recon	0002594	Training Concepts, Inc.	V0159645	03/15/22	P0011242	50.00		50.00
								50.00		50.00
0104322	03/15/22	Recon	0000974	Verizon Wireless	V0159594	03/14/22	B0003968	28.41		28.41
								28.41		28.41
0104323	03/15/22	Recon	0001703	Vernier Software & Techn	V0159620	03/14/22	P0011233	752.00		752.00
								752.00		752.00
0104324	03/15/22	Recon	0001824	Waukegan Roofing Co., In	V0159545	03/14/22	B0003986	1,325.00		1,325.00
								1,325.00		1,325.00
0104325	03/15/22	Recon	0212267	West Publishing Corporat	V0159663	03/15/22	P0011319	2,388.00		2,388.00
								2,388.00		2,388.00
0104326	03/15/22	Recon	0001406	Wex Bank	V0159569	03/14/22	B0004068	87.26		87.26
								87.26		87.26
0104327	03/15/22	Recon	0152331	Won-Door Corporation	V0159570	03/14/22	B0004428	295.50		295.50
					V0159573	03/14/22	B0004283	1,164.00		1,164.00
								1,459.50		1,459.50
0104328	03/15/22	Recon	0177607	YBP Library Services	V0159582	03/14/22	B0003993	60.09		60.09
					V0159595	03/14/22	B0003993	23.39		23.39
					V0159599	03/14/22	B0003993	11.69		11.69
					V0159600	03/14/22	B0003993	96.15		96.15
					V0159601	03/14/22	B0003993	55.76		55.76
					V0159602	03/14/22	B0003993	46.76		46.76
					V0159603	03/14/22	B0003993	24.30		24.30
					V0159605	03/14/22	B0003993	8.09		8.09
								326.23		326.23
0104329	03/15/22	Recon	0201761	Zoom Video Communication	V0159532	03/14/22	B0004153	63.37		63.37
								63.37		63.37

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0104330	03/15/22	Outst	0163503	NCMPR	V0159665	03/15/22	P0011270	675.00		675.00
								675.00		675.00
0104331	03/17/22	Recon	0001485	Citibank, N.A.	V0159951	03/17/22	P0011223	776.03		776.03
								74.45		74.45
								98.27		98.27
								106.60		106.60
								100.00		100.00
								111.46		111.46
								362.67		362.67
								99.00		99.00
								416.85		416.85
								329.70		329.70
								17.26		17.26
								355.77		355.77
								543.56		543.56
								3,391.62		3,391.62
0104332	03/17/22	Outst	0188213	First Midwest Bank	V0159964	03/17/22	P0011288	1,545.00		1,545.00
								480.00		480.00
								103.05		103.05
								48.02		48.02
								808.00		808.00
								40.00		40.00
								298.98		298.98
								46.90		46.90
								122.19		122.19
								99.00		99.00
								5,954.08		5,954.08
								26.92		26.92
								56.28		56.28
								12,910.25		12,910.25
								100.00		100.00
								351.00		351.00
								330.00		330.00
								150.00		150.00
								45.00		45.00
								2,254.50		2,254.50
								62.58		62.58
								19.37		19.37
								759.80		759.80
								15.30		15.30
								2,000.00		2,000.00
								859.14		859.14
								353.36		353.36
								413.47		413.47
								868.11		868.11
								31,120.30		31,120.30

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0104501	03/18/22	Recon	0156097	ACI Payments, Inc.	V0159996	03/17/22		1,086.57		1,086.57
								1,086.57		1,086.57
0104502	03/18/22	Outst	0203959	Ms. Rebecca Angevine	V0159426	03/10/22		555.00		555.00
								555.00		555.00
0104503	03/18/22	Outst	0000781	Ms. Sandra Barajas	V0159941	03/16/22		26.44		26.44
								26.44		26.44
0104504	03/18/22	Recon	0159393	Don Baumgart	V0159452	03/10/22		126.00		126.00
								126.00		126.00
0104505	03/18/22	Recon	0203822	Ms. Amanda Braun	V0159669	03/15/22		360.00		360.00
								360.00		360.00
0104506	03/18/22	Recon	0195025	Mr. Jason R. Edgar	V0159437	03/10/22		724.76		724.76
					V0159442	03/10/22		160.00		160.00
					V0159453	03/10/22		146.82		146.82
					V0159459	03/10/22		147.37		147.37
								1,178.95		1,178.95
0104507	03/18/22	Outst	0212408	Jesse A. Galeana	V0159509	03/14/22		67.27		67.27
								67.27		67.27
0104508	03/18/22	Recon	0000724	Dr. Brian R. Gilligan	V0159454	03/10/22		270.00		270.00
					V0159495	03/11/22		20.99		20.99
								290.99		290.99
0104509	03/18/22	Recon	0213544	Kelly Hill	V0159500	03/14/22		165.00		165.00
								165.00		165.00
0104510	03/18/22	Recon	0166877	Mr. Seth J. Kress	V0159670	03/16/22		75.00		75.00
								75.00		75.00
0104511	03/18/22	Recon	0206101	Kevin W. McManaman	V0159502	03/14/22		170.00		170.00
								170.00		170.00
0104512	03/18/22	Recon	0206101	Kevin W. McManaman	V0159503	03/14/22		170.00		170.00

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								170.00		170.00
0104513	03/18/22	Recon	0212851	Aaron M. Moore	V0159501	03/14/22		5,000.00		5,000.00
								5,000.00		5,000.00
0104514	03/18/22	Recon	0200062	Anahi Moreno	V0159576	03/14/22		75.00		75.00
								75.00		75.00
0104515	03/18/22	Recon	0001133	Pitney Bowes Inc	V0159497	03/14/22		3,074.52		3,074.52
								3,074.52		3,074.52
0104516	03/18/22	Recon	0209211	Mr. Chris Rathunde	V0159667	03/15/22		29.39		29.39
								29.39		29.39
0104517	03/18/22	Outst	0000731	Dr. Kymberly L. Seo	V0159428	03/10/22		31.28		31.28
								31.28		31.28
0104518	03/18/22	Recon	0208853	Allan Scarabello	V0159499	03/14/22		200.00		200.00
								200.00		200.00
0104519	03/18/22	Outst	0003141	Ms. Jane Stevens	V0159425	03/09/22		108.33		108.33
								108.33		108.33
0104520	03/18/22	Outst	0158266	Mr. Christopher J. Wido	V0159504	03/14/22		330.00		330.00
					V0159506	03/14/22		330.00		330.00
								660.00		660.00
0104521	03/18/22	Outst	0158266	Mr. Christopher J. Wido	V0159505	03/14/22		330.00		330.00
								330.00		330.00
0104522	03/18/22	Outst	0158266	Mr. Christopher J. Wido	V0159507	03/14/22		330.00		330.00
								330.00		330.00
0104523	03/18/22	Recon	0209628	Ramon Alamos, JR	V0159950	03/17/22		2,101.00		2,101.00
								2,101.00		2,101.00
0104524	03/23/22	Outst	0213637	Sarah's Inn	V0160012	03/18/22		375.00		375.00
								375.00		375.00

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0104525	03/25/22	Outst	0156097	ACI Payments, Inc.	V0160064	03/22/22		3,697.03		3,697.03
								3,697.03		3,697.03
0104526	03/25/22	Recon	0184819	Maxwell T. Campo	V0158108	02/22/22		2,024.00		2,024.00
								2,024.00		2,024.00
0104527	03/25/22	Outst	0156884	Rebecca Farrell	V0159943	03/17/22		75.00		75.00
								75.00		75.00
0104528	03/25/22	Outst	0000724	Dr. Brian R. Gilligan	V0160013	03/19/22		195.00		195.00
								195.00		195.00
0104529	03/25/22	Outst	0040272	Ms Beth A. Gilmartin	V0159944	03/17/22		105.18		105.18
								105.18		105.18
0104530	03/25/22	Outst	0209191	Wayne P. Jakalski	V0159967	03/17/22		1,000.00		1,000.00
								1,000.00		1,000.00
0104531	03/25/22	Outst	0157455	Suzanne Klimowski	V0159942	03/17/22		75.00		75.00
								75.00		75.00
0104532	03/25/22	Recon	0193312	Kyra Leigh	V0160016	03/21/22		1,000.00		1,000.00
								1,000.00		1,000.00
0104533	03/25/22	Outst	0206101	Kevin W. McManaman	V0160059	03/22/22		170.00		170.00
								170.00		170.00
0104534	03/25/22	Outst	0206101	Kevin W. McManaman	V0160060	03/22/22		170.00		170.00
								170.00		170.00
0104535	03/25/22	Outst	0208853	Allan Scarabello	V0160061	03/22/22		25.00		25.00
								25.00		25.00
0104536	03/25/22	Outst	0055604	Ana L. Valdez	V0160049	03/22/22		317.85		317.85
								317.85		317.85
0104537	03/25/22	Outst	0158266	Mr. Christopher J. Wido	V0160053	03/22/22		330.00		330.00
								330.00		330.00

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0104538	03/25/22	Outst	0158266	Mr. Christopher J. Wido	V0160054	03/22/22		330.00		330.00
								330.00		330.00
0104539	03/25/22	Outst	0158266	Mr. Christopher J. Wido	V0160055	03/22/22		330.00		330.00
								330.00		330.00
0104540	03/25/22	Outst	0158266	Mr. Christopher J. Wido	V0160057	03/22/22		330.00		330.00
								330.00		330.00
0104541	03/25/22	Outst	0158266	Mr. Christopher J. Wido	V0160058	03/22/22		330.00		330.00
								330.00		330.00
0104561	03/30/22	Outst	0213653	Blinds Gallery	V0160111	03/28/22	B0004482	1,465.00		1,465.00
								1,465.00		1,465.00
0104562	03/31/22	Outst	0177469	Bright Start College Sav	V0160190	03/31/22		100.00		100.00
								100.00		100.00
0104563	03/31/22	Outst	0001422	CCCTU-Cope Fund	V0160191	03/31/22		120.00		120.00
								120.00		120.00
0104564	03/31/22	Outst	0001374	College & University Cre	V0160193	03/31/22		200.00		200.00
								200.00		200.00
0104565	03/31/22	Outst	0001371	Colonial Life & Accident	V0160194	03/31/22		12.00		12.00
								12.00		12.00
0104566	03/31/22	Outst	0160763	Illinois Education Assoc	V0160195	03/31/22		166.00		166.00
								166.00		166.00
0104567	03/31/22	Outst	0191845	Metropolitan Alliance of	V0160196	03/31/22		283.50		283.50
								283.50		283.50
0104568	03/31/22	Outst	0213771	Midland Credit Managemen	V0160197	03/31/22		293.39		293.39
								293.39		293.39
0104569	03/31/22	Outst	0101061	Morton College Faculty	V0160192	03/31/22		90.35		90.35



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								90.35		90.35
0104570	03/31/22	Outst	0001372	Morton College Teachers	V0160199	03/31/22		1,652.59		1,652.59
								1,652.59		1,652.59
0104571	03/31/22	Outst	0001372	Morton College Teachers	V0160198	03/31/22		2,993.72		2,993.72
								2,993.72		2,993.72
0104572	03/31/22	Outst	0001513	SEIU Local 73 Cope	V0160201	03/31/22		7.00		7.00
								7.00		7.00
0104573	03/31/22	Outst	0001373	Service Employees Intl U	V0160202	03/31/22		323.16		323.16
								323.16		323.16
0104574	03/31/22	Outst	0001563	State Disbursement Unit	V0160203	03/31/22		50.00		50.00
					V0160204	03/31/22		961.71		961.71
								1,011.71		1,011.71
0104575	03/31/22	Outst	0190089	3OE Solutions	V0160311	03/31/22	P0011394	650.00		650.00
								650.00		650.00
0104576	03/31/22	Outst	0013221	4IMPRINT	V0160103	03/28/22	B0004123	5,424.44		5,424.44
								5,424.44		5,424.44
0104577	03/31/22	Outst	0188188	Amazon Capital Services	V0160120	03/28/22	B0004401	39.97		39.97
					V0160121	03/28/22	B0004383	60.17		60.17
					V0160122	03/28/22	B0004471	32.65		32.65
					V0160123	03/28/22	B0004446	320.57		320.57
					V0160124	03/28/22	P0011355	61.80		61.80
					V0160130	03/29/22	B0004472	797.70		797.70
					V0160131	03/29/22	B0004446	927.88		927.88
					V0160132	03/29/22	B0004455	84.97		84.97
					V0160133	03/29/22	B0004465	77.94		77.94
					V0160134	03/29/22	B0004181	84.86		84.86
					V0160135	03/29/22	P0011320	375.66		375.66
					V0160137	03/29/22	B0004459	1,012.12		1,012.12
					V0160138	03/29/22	P0011318	199.99		199.99
					V0160139	03/29/22	B0004466	518.72		518.72
					V0160140	03/29/22	B0004028	412.67		412.67
					V0160189	03/30/22	B0004161	47.46		47.46
					V0160251	03/30/22	B0004459	10.45-		-10.45
					V0160252	03/30/22	B0004459	0.32-		-0.32
					V0160253	03/30/22	B0004459	1.29-		-1.29

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					V0160254	03/30/22	B0004459	0.81-		-0.81
					V0160255	03/30/22	B0004459	7.72-		-7.72
					V0160256	03/30/22	B0004459	10.78-		-10.78
					V0160257	03/30/22	B0004459	0.16-		-0.16
								5,023.60		5,023.60
0104578	03/31/22	Outst	0000977	Apple, Inc.	V0160188	03/30/22	B0004421	298.00		298.00
								298.00		298.00
0104579	03/31/22	Outst	0001490	Arc One Electric	V0160162	03/29/22	B0004468	610.00		610.00
					V0160177	03/29/22	B0004456	836.00		836.00
					V0160178	03/29/22	B0004463	1,314.21		1,314.21
								2,760.21		2,760.21
0104580	03/31/22	Outst	0212015	Ashlaur Construction Com	V0160112	03/28/22	B0004242	327,361.94		327,361.94
								327,361.94		327,361.94
0104581	03/31/22	Outst	0000973	AT&T	V0160104	03/28/22	B0004361	3,202.55		3,202.55
								3,202.55		3,202.55
0104582	03/31/22	Outst	0198097	Audacy	V0160286	03/31/22	P0011388	1,089.44		1,089.44
								1,089.44		1,089.44
0104583	03/31/22	Outst	0196421	Balloons by Tommy	V0160302	03/31/22	P0011351	862.40		862.40
								862.40		862.40
0104584	03/31/22	Outst	0001272	Batteries Plus LLC	V0160152	03/29/22	B0003976	144.00		144.00
								144.00		144.00
0104585	03/31/22	Outst	0194139	Berwyn's Violet Flower S	V0160175	03/29/22	B0003945	120.00		120.00
					V0160187	03/30/22	B0003945	115.00		115.00
								235.00		235.00
0104586	03/31/22	Outst	0213768	The BettPlex, LLC	V0160261	03/31/22	P0011398	225.00		225.00
								225.00		225.00
0104587	03/31/22	Outst	0166207	BSA	V0159463	03/10/22	B0004403	227.98		227.98
					V0159563	03/14/22	B0004403	2,445.12		2,445.12
								2,673.10		2,673.10

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0104588	03/31/22	Outst	0206652	Cajan Laundry II, LLC	V0160277	03/31/22	P0011338	98.34		98.34
								98.34		98.34
0104589	03/31/22	Outst	0000998	Carolina Biological Supp	V0160297	03/31/22	P0011335	203.35		203.35
								203.35		203.35
0104590	03/31/22	Outst	0001593	CDW-Government, Inc	V0160267	03/31/22	P0011264	1,553.92		1,553.92
					V0160319	03/31/22	P0011312	1,453.41		1,453.41
								3,007.33		3,007.33
0104591	03/31/22	Outst	0001195	Cintas Corporation	V0160316	03/31/22	P0011376	300.88		300.88
								300.88		300.88
0104592	03/31/22	Outst	0211877	City Wide Facility Solut	V0160280	03/31/22	B0004222	3,795.00		3,795.00
								3,795.00		3,795.00
0104593	03/31/22	Outst	0001752	Comcast	V0160114	03/28/22	B0003941	184.85		184.85
					V0160165	03/29/22	B0004037	71.42		71.42
					V0160166	03/29/22	B0003941	6.30		6.30
								262.57		262.57
0104594	03/31/22	Outst	0001013	ComEd	V0160146	03/29/22	B0004003	14,008.13		14,008.13
								14,008.13		14,008.13
0104595	03/31/22	Outst	0001013	ComEd	V0160115	03/28/22	B0004230	641.88		641.88
								641.88		641.88
0104596	03/31/22	Outst	0168196	Concentra Health Service	V0160317	03/31/22	P0011375	60.00		60.00
					V0160318	03/31/22	P0011374	60.00		60.00
								120.00		120.00
0104597	03/31/22	Outst	0213595	Culture of Belonging	V0160268	03/31/22	P0011357	1,500.00		1,500.00
								1,500.00		1,500.00
0104598	03/31/22	Outst	0001692	CurriQunet	V0160294	03/31/22	P0011361	11,550.00		11,550.00
								11,550.00		11,550.00
0104599	03/31/22	Outst	0001676	Del Galdo Law Group, LLC	V0160169	03/29/22	B0004063	3,574.00		3,574.00
					V0160170	03/29/22	B0004063	12,918.75		12,918.75

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								16,492.75		16,492.75
0104600	03/31/22	Outst	0001576	Di Carr Printing Co.	V0160312	03/31/22	P0011386	947.20		947.20
								947.20		947.20
0104601	03/31/22	Outst	0205020	DiaMedical USA Equipment	V0160263	03/31/22	P0011263	1,656.73		1,656.73
					V0160315	03/31/22	P0011278	713.44		713.44
								2,370.17		2,370.17
0104602	03/31/22	Outst	0169533	Digital Pix Composites	V0160266	03/31/22	P0011087	754.00		754.00
								754.00		754.00
0104603	03/31/22	Outst	0203228	Discount Mugs	V0160309	03/31/22	B0004430	2,523.65		2,523.65
								2,523.65		2,523.65
0104604	03/31/22	Outst	0209578	DisposAll Waste Services	V0160151	03/29/22	B0003964	1,022.55		1,022.55
					V0160168	03/29/22	B0003964	370.00		370.00
								1,392.55		1,392.55
0104605	03/31/22	Outst	0210096	Dr Shuey LLC	V0160291	03/31/22	P0011371	300.00		300.00
								300.00		300.00
0104606	03/31/22	Outst	0001023	Dramatic Publishing	V0160278	03/31/22	P0011311	2,124.38		2,124.38
								2,124.38		2,124.38
0104607	03/31/22	Outst	0182724	Dyopath LLC	V0160320	03/31/22	P0011356	22,585.00		22,585.00
								22,585.00		22,585.00
0104608	03/31/22	Outst	0213605	Edco Awards & Specialtie	V0160259	03/30/22	P0011368	1,027.72		1,027.72
								1,027.72		1,027.72
0104609	03/31/22	Outst	0001033	Fisher Scientific Compan	V0160298	03/31/22	P0011227	274.28		274.28
					V0160299	03/31/22	P0011227	512.16		512.16
								786.44		786.44
0104610	03/31/22	Outst	0001034	Flinn Scientific Inc	V0160289	03/31/22	P0011336	371.55		371.55
					V0160296	03/31/22	P0011336	319.99		319.99
								691.54		691.54

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0104618	03/31/22	Outst	0001030	JC Licht, LLC	V0160153	03/29/22	B0003948	13.98		13.98
								13.98		13.98
0104619	03/31/22	Outst	0001775	Jostens	V0160113	03/28/22	B0004352	20.69		20.69
								20.69		20.69
0104620	03/31/22	Outst	0001890	Konica Minolta Bus Solut	V0160117	03/28/22	B0004007	1,089.19		1,089.19
					V0160183	03/29/22	B0004007	200.00		200.00
					V0160184	03/29/22	B0004007	200.00-		-200.00
					V0160223	03/30/22	B0004269	980.00		980.00
					V0160224	03/30/22	B0004269	6,000.00		6,000.00
								8,069.19		8,069.19
0104621	03/31/22	Outst	0002233	Konica Minolta Premier F	V0160172	03/29/22	B0004008	332.61		332.61
								332.61		332.61
0104622	03/31/22	Outst	0002233	Konica Minolta Premier F	V0160173	03/29/22	B0004008	654.91		654.91
								654.91		654.91
0104623	03/31/22	Outst	0002233	Konica Minolta Premier F	V0160174	03/29/22	B0004008	777.63		777.63
								777.63		777.63
0104624	03/31/22	Outst	0188162	Lake County Press	V0160229	03/30/22	B0004413	464.00		464.00
					V0160230	03/30/22	B0004413	317.00		317.00
					V0160231	03/30/22	B0004413	1,425.29		1,425.29
					V0160233	03/30/22	B0004413	3,835.60		3,835.60
					V0160234	03/30/22	B0004413	1,082.00		1,082.00
								7,123.89		7,123.89
0104625	03/31/22	Outst	0002157	Medical Equipment Affili	V0160282	03/31/22	P0011281	177.50		177.50
					V0160310	03/31/22	B0004396	2,414.20		2,414.20
								2,591.70		2,591.70
0104626	03/31/22	Outst	0001419	Medline Industries Inc	V0160260	03/30/22	P0011350	414.40		414.40
					V0160321	03/31/22	B0004392	16.02		16.02
					V0160322	03/31/22	B0004392	935.35		935.35
								1,365.77		1,365.77
0104627	03/31/22	Outst	0182207	Mesirow Insurance Servic	V0160118	03/28/22	B0003942	11,250.00		11,250.00
								11,250.00		11,250.00

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0104628	03/31/22	Outst	0208793	NAPA Auto Parts	V0160179	03/29/22	B0004420	36.00		36.00
					V0160181	03/29/22	B0004420	76.75		76.75
					V0160182	03/29/22	B0004420	24.14		24.14
								136.89		136.89
0104629	03/31/22	Outst	0001529	New Pocket Nurse	V0160279	03/31/22	P0011211	51.98		51.98
								51.98		51.98
0104630	03/31/22	Outst	0001617	O.C. Tanner	V0160107	03/28/22	B0003981	1,276.34		1,276.34
								1,276.34		1,276.34
0104631	03/31/22	Outst	0001617	O.C. Tanner	V0160105	03/28/22	B0003981	832.73		832.73
					V0160106	03/28/22	B0003981	292.69		292.69
					V0160108	03/28/22	B0003981	171.00		171.00
					V0160109	03/28/22	B0003981	150.30		150.30
								1,446.72		1,446.72
0104632	03/31/22	Outst	0002406	Paisans Pizza	V0160158	03/29/22	B0004454	3,916.31		3,916.31
					V0160265	03/31/22	P0011379	338.75		338.75
					V0160269	03/31/22	P0011340	60.46		60.46
					V0160270	03/31/22	P0011341	38.00		38.00
					V0160271	03/31/22	P0011342	73.00		73.00
					V0160272	03/31/22	P0011343	70.00		70.00
					V0160273	03/31/22	P0011344	67.00		67.00
					V0160274	03/31/22	P0011345	98.00		98.00
					V0160283	03/31/22	P0011245	20.50		20.50
					V0160287	03/31/22	P0011389	800.00		800.00
					V0160293	03/31/22	P0011365	607.50		607.50
					V0160295	03/31/22	P0011363	440.00		440.00
					V0160300	03/31/22	P0011349	77.50		77.50
					V0160301	03/31/22	P0011349	320.00		320.00
					V0160303	03/31/22	P0011354	257.50		257.50
								7,184.52		7,184.52
0104633	03/31/22	Outst	0001128	Pasco Scientific	V0160290	03/31/22	P0011307	470.00		470.00
					V0160307	03/31/22	P0011273	55.00		55.00
					V0160308	03/31/22	P0011255	559.00		559.00
								1,084.00		1,084.00
0104634	03/31/22	Outst	0001131	Phi Theta Kappa	V0160292	03/31/22	P0011369	65.00		65.00
								65.00		65.00
0104635	03/31/22	Outst	0213570	QM Quality Matters, Inc	V0160306	03/31/22	P0011323	1,750.00		1,750.00

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								1,750.00		1,750.00
0104636	03/31/22	Outst	0001835	Ray O'Herron Co. of Oakb	V0160116	03/28/22	B0004422	114.99		114.99
					V0160225	03/30/22	B0004422	55.97		55.97
								170.96		170.96
0104637	03/31/22	Outst	0213543	Rescue Essentials	V0160143	03/29/22	B0004480	540.19		540.19
								540.19		540.19
0104638	03/31/22	Outst	0157227	Staples Advantage	V0160236	03/30/22	B0004458	632.83		632.83
								632.83		632.83
0104639	03/31/22	Outst	0196236	Thomas Scientific	V0160288	03/31/22	P0011337	546.00		546.00
					V0160313	03/31/22	P0011337	125.19		125.19
					V0160314	03/31/22	P0011337	151.46		151.46
								822.65		822.65
0104640	03/31/22	Outst	0002594	Training Concepts, Inc.	V0160281	03/31/22	P0011293	937.45		937.45
								937.45		937.45
0104641	03/31/22	Outst	0166852	Trane Supply	V0160161	03/29/22	B0004469	290.66		290.66
								290.66		290.66
0104642	03/31/22	Outst	0000974	Verizon Wireless	V0160110	03/28/22	B0003968	28.41		28.41
								28.41		28.41
0104643	03/31/22	Outst	0001703	Vernier Software & Techn	V0160304	03/31/22	P0011254	681.00		681.00
								681.00		681.00
0104644	03/31/22	Outst	0166312	Wells Fargo Equiptment F	V0160147	03/29/22	B0003991	1,248.00		1,248.00
								1,248.00		1,248.00
0104645	03/31/22	Outst	0001406	Wex Bank	V0160148	03/29/22	B0004068	363.67		363.67
					V0160149	03/29/22	B0004293	1,060.93		1,060.93
					V0160150	03/29/22	B0003979	1,117.58		1,117.58
								2,542.18		2,542.18
0104646	03/31/22	Outst	0177607	YBP Library Services	V0160160	03/29/22	B0003993	196.91		196.91
								196.91		196.91



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E0013960	03/03/22	Outst	0212809	Joshua Daniels	V0159251	02/28/22		2,000.00		2,000.00
								2,000.00		2,000.00
E0013961	03/03/22	Outst	0201847	Dr. Alison J. Deasey	V0159301	03/02/22		50.00		50.00
								50.00		50.00
E0013962	03/03/22	Outst	0165694	Dr. Sara E. Helmus	V0159087	02/24/22		948.00		948.00
								948.00		948.00
E0013963	03/03/22	Outst	0107686	Mrs. Blanca E. Jara	V0158149	02/23/22		19.53		19.53
								19.53		19.53
E0013964	03/03/22	Outst	0002697	Dr. Keith McLaughlin	V0159258	02/28/22		922.99		922.99
					V0159300	03/02/22		150.88		150.88
								1,073.87		1,073.87
E0013965	03/03/22	Outst	0023364	Nichole Melka	V0159302	03/02/22		252.00		252.00
								252.00		252.00
E0013966	03/03/22	Outst	0212851	Aaron M. Moore	V0158175	02/24/22		3,000.00		3,000.00
								3,000.00		3,000.00
E0013967	03/03/22	Outst	0199309	Jason Nichols	V0159277	03/01/22		439.98		439.98
								439.98		439.98
E0013968	03/03/22	Outst	0000928	Mr. James P. O'Connell,	V0159281	03/01/22		139.49		139.49
								139.49		139.49
E0013969	03/03/22	Outst	0156404	Mr. Jesus Rodriguez Jr	V0159265	02/28/22		425.00		425.00
								425.00		425.00
E0013970	03/03/22	Outst	0172945	Ms. Perla A. Santoyo	V0158168	02/23/22		53.97		53.97
					V0159084	02/24/22		144.85		144.85
								198.82		198.82
E0013971	03/03/22	Outst	0201801	Michael R. Traversa	V0159280	03/01/22		442.05		442.05
								442.05		442.05

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ACCOUNTS PAYABLE CHECK REGISTER  
Period 03/01/2022 - 03/31/2022

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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
E0013972	03/03/22	Outst	0000019	Mr. Scott E. Ulbrich	V0159284	03/01/22		60.00		60.00
								60.00		60.00
E0013973	03/03/22	Outst	0000808	Ms. Marisol Velazquez	V0159086	02/24/22		25.53		25.53
					V0159274	02/28/22		123.71		123.71
								149.24		149.24
E0013974	03/03/22	Outst	0158266	Mr. Christopher J. Wido	V0159286	03/01/22		210.00		210.00
								210.00		210.00
E0013975	03/03/22	Outst	0190102	Ms. Brandie N. Windham	V0159095	02/24/22		700.00		700.00
								700.00		700.00
E0013976	03/10/22	Outst	0000838	Mrs. Brenda M. Garcia-Se	V0159305	03/02/22		425.00		425.00
								425.00		425.00
E0013977	03/10/22	Outst	0199309	Jason Nichols	V0159340	03/08/22		921.60		921.60
					V0159351	03/09/22		665.88		665.88
								1,587.48		1,587.48
E0013978	03/10/22	Outst	0000928	Mr. James P. O'Connell,	V0159327	03/08/22		86.61		86.61
								86.61		86.61
E0013979	03/10/22	Outst	0201801	Michael R. Traversa	V0159326	03/08/22		220.00		220.00
								220.00		220.00
E0013980	03/10/22	Outst	0000019	Mr. Scott E. Ulbrich	V0159334	03/08/22		70.00		70.00
								70.00		70.00
E0013981	03/10/22	Outst	0199729	Miss Laura G. Valdez	V0159163	02/25/22		50.88		50.88
					V0159164	02/25/22		59.36		59.36
								110.24		110.24
E0013982	03/10/22	Outst	0000808	Ms. Marisol Velazquez	V0159333	03/08/22		1,217.95		1,217.95
								1,217.95		1,217.95
E0013983	03/10/22	Outst	0158266	Mr. Christopher J. Wido	V0159335	03/08/22		220.00		220.00
								220.00		220.00

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ACCOUNTS PAYABLE CHECK REGISTER  
Period 03/01/2022 - 03/31/2022

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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
E0014027	03/14/22	Outst	0183910	Ms Vickie L. Gukenberger	V0159511	03/14/22	B0004307	1,354.58		1,354.58
								1,354.58		1,354.58
E0014028	03/14/22	Outst	0212424	Kathryn M. Watkins	V0159513	03/14/22	B0004305	1,870.87		1,870.87
								1,870.87		1,870.87
E0014029	03/14/22	Outst	0207194	DD's Operations LLC	V0159514	03/14/22	B0004450	1,475.00		1,475.00
								1,475.00		1,475.00
E0014030	03/14/22	Outst	0209135	Omni Financial Group, In	V0159524	03/15/22		8,202.16		8,202.16
					V0159530	03/14/22		11,225.06		11,225.06
								19,427.22		19,427.22
E0014031	03/14/22	Outst	0001161	State Univ Retirement Sy	V0159529	03/15/22		74,903.25		74,903.25
								74,903.25		74,903.25
E0014150	03/17/22	Outst	0111441	Ms Jazmyne J. Alzate	V0159424	03/09/22		425.00		425.00
					V0159494	03/11/22		1,881.00		1,881.00
								2,306.00		2,306.00
E0014151	03/17/22	Outst	0166671	Ms. Cara A. Bonick	V0159498	03/14/22		25.41		25.41
								25.41		25.41
E0014152	03/17/22	Outst	0209933	Christopher P. Butz	V0159653	03/15/22		683.83		683.83
					V0159671	03/16/22		748.30		748.30
								1,432.13		1,432.13
E0014153	03/17/22	Outst	0079155	Dr. Stanley S. Fields	V0159421	03/09/22		89.63		89.63
								89.63		89.63
E0014154	03/17/22	Outst	0194272	Nereira M. Garcia	V0159491	03/10/22		40.00		40.00
								40.00		40.00
E0014155	03/17/22	Outst	0181094	Ms Elizabeth Melgoza	V0159668	03/15/22		425.00		425.00
								425.00		425.00
E0014156	03/17/22	Outst	0023364	Nichole Melka	V0159350	03/09/22		168.00		168.00
								168.00		168.00

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
E0014157	03/17/22	Outst	0212851	Aaron M. Moore	V0157641	02/04/22		2,000.00		2,000.00
								2,000.00		2,000.00
E0014158	03/17/22	Outst	0181767	Ms Maria Sanchez Anderso	V0159423	03/09/22		17.50		17.50
								17.50		17.50
E0014159	03/17/22	Outst	0172945	Ms. Perla A. Santoyo	V0159639	03/15/22		151.06		151.06
								151.06		151.06
E0014160	03/17/22	Outst	0201801	Michael R. Traversa	V0159492	03/11/22		25.49		25.49
					V0159493	03/11/22		102.06		102.06
								127.55		127.55
E0014161	03/17/22	Outst	0199729	Miss Laura G. Valdez	V0159579	03/14/22		150.00		150.00
								150.00		150.00
E0014162	03/17/22	Outst	0190102	Ms. Brandie N. Windham	V0159427	03/10/22		146.09		146.09
					V0159460	03/10/22		159.38		159.38
					V0159510	03/14/22		2,445.00		2,445.00
								2,750.47		2,750.47
E0014163	03/25/22	Outst	0209933	Christopher P. Butz	V0160052	03/22/22		286.49		286.49
								286.49		286.49
E0014164	03/25/22	Outst	0183588	Heather Huldin	V0159945	03/17/22		32.94		32.94
								32.94		32.94
E0014165	03/25/22	Outst	0107686	Mrs. Blanca E. Jara	V0159673	03/16/22		15.09		15.09
					V0159674	03/16/22		24.00		24.00
								39.09		39.09
E0014166	03/25/22	Outst	0000004	Mr. Micheal A. Kott	V0160014	03/21/22		143.24		143.24
					V0160015	03/21/22		606.09		606.09
								749.33		749.33
E0014167	03/25/22	Outst	0000822	Mrs. Blanca H. Martinez	V0160063	03/22/22		425.00		425.00
								425.00		425.00
E0014168	03/25/22	Outst	0206101	Kevin W. McManaman	V0151872	10/26/21		4,000.00		4,000.00

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ACCOUNTS PAYABLE CHECK REGISTER  
Period 03/01/2022 - 03/31/2022

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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
								4,000.00		4,000.00
E0014169	03/25/22	Outst	0023364	Nichole Melka	V0159672	03/16/22		168.00		168.00
								168.00		168.00
E0014170	03/25/22	Outst	0212851	Aaron M. Moore	V0160048	03/22/22		321.00		321.00
								321.00		321.00
E0014171	03/25/22	Outst	0199309	Jason Nichols	V0159508	03/14/22		95.00		95.00
					V0160050	03/22/22		402.50		402.50
								497.50		497.50
E0014172	03/25/22	Outst	0000776	Mrs. Mireya Perez	V0160081	03/23/22		75.00		75.00
								75.00		75.00
E0014193	03/30/22	Outst	0209135	Omni Financial Group, In	V0160200	03/31/22		8,202.16		8,202.16
					V0160206	03/30/22		2,000.00		2,000.00
								10,202.16		10,202.16
E0014194	03/30/22	Outst	0001161	State Univ Retirement Sy	V0160205	03/31/22		75,007.36		75,007.36
								75,007.36		75,007.36
E0014195	03/30/22	Outst	0183910	Ms Vickie L. Gukenberger	V0159512	03/14/22	B0004307	16,250.00		16,250.00
								16,250.00		16,250.00
E0014196	03/30/22	Outst	0208914	Janice Marshall	V0160219	03/30/22	P0011390	2,200.00		2,200.00
					V0160220	03/30/22	P0011390	3,000.00		3,000.00
					V0160226	03/30/22	P0011410	1,800.00		1,800.00
								7,000.00		7,000.00
E0014197	03/30/22	Outst	0207194	DD's Operations LLC	V0160210	03/30/22	B0004483	1,925.00		1,925.00
								1,925.00		1,925.00
E0014198	03/30/22	Outst	0209062	Latinologues Inc	V0160142	03/29/22	B0004386	2,500.00		2,500.00
								2,500.00		2,500.00
E0014199	03/31/22	Outst	0162406	Mrs. Irina V. Cline	V0160062	03/22/22		2,438.81		2,438.81
								2,438.81		2,438.81

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
E0014200	03/31/22	Outst	0200047	Mr. Carissa Davis	V0153490	11/17/21		1,090.42		1,090.42
								1,090.42		1,090.42
E0014201	03/31/22	Outst	0201847	Dr. Alison J. Deasey	V0160083	03/25/22		595.00		595.00
					V0160126	03/29/22		79.48		79.48
								674.48		674.48
E0014202	03/31/22	Outst	0105355	Alexa E. Herrera	V0160101	03/28/22		22.15		22.15
								22.15		22.15
E0014203	03/31/22	Outst	0107686	Mrs. Blanca E. Jara	V0160100	03/28/22		159.77		159.77
								159.77		159.77
E0014204	03/31/22	Outst	0211634	Elisa McKinley	V0160156	03/29/22		5,500.00		5,500.00
								5,500.00		5,500.00
E0014205	03/31/22	Outst	0002697	Dr. Keith McLaughlin	V0160082	03/25/22		72.16		72.16
					V0160088	03/28/22		365.20		365.20
								437.36		437.36
E0014206	03/31/22	Outst	0206101	Kevin W. McManaman	V0160102	03/28/22		794.15		794.15
					V0160164	03/29/22		172.12		172.12
								966.27		966.27
E0014207	03/31/22	Outst	0212851	Aaron M. Moore	V0160157	03/29/22		3,267.50		3,267.50
								3,267.50		3,267.50
E0014208	03/31/22	Outst	0199309	Jason Nichols	V0160163	03/29/22		418.64		418.64
								418.64		418.64
E0014209	03/31/22	Outst	0205374	Mr. Itri Papanikolla	V0160127	03/29/22		50.00		50.00
								50.00		50.00
E0014210	03/31/22	Outst	0000743	Ms. Suzanna Raigoza	V0160085	03/25/22		5,500.00		5,500.00
								5,500.00		5,500.00
E0014211	03/31/22	Outst	0209062	Latinologues Inc	V0160180	03/29/22		20,000.00		20,000.00
								20,000.00		20,000.00

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ACCOUNTS PAYABLE CHECK REGISTER  
Period 03/01/2022 - 03/31/2022

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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
								=====	=====	=====
								1,251,662.61		1,251,662.61

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CHECK REGISTER SUMMARY REPORT  
Period 03/01/2022 - 03/31/2022

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Bank Code	Account Number	Description	Debit	Credit
-----	-----	-----	-----	-----
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,251,662.61	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,251,662.61
			-----	-----
			1,251,662.61	1,251,662.61



BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of March 2022, be approved and/or ratified in the amount of \$3,063,078 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	03/31/2022	924,301
Payroll	03/15/2022	783,755
Payroll	03/31/2022	795,505
Student Refunds	03/31/2022	<u>232,155</u>
		2,735,716

O&M Restricted Fund (03)

Cash Disbursements - Monthly	03/31/2022	<u>327,362</u>
TOTAL ALL FUNDS		<u><u>\$3,063,078</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$145,000 be approved as outlined on the attached Journal No. 1-5 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 27th day of April by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Morton College					
Budget Transfer					
March 2022					
		GL Account Number	Description	Debit	Credit
	1	01-8080-80134-550100005	Data Center: Meeting Expense		4,000
		01-8080-80134-530900015	Data Center: Training		2,000
		01-8080-80134-540400200	Data Center: Computer Software	6,000	
	2	01-3060-30116-540100900	Student Activities: Other Supplies		10,000
		01-3060-30116-530900000	Student Activities: Other Contract Svc	10,000	
	3	01-2080-20112-540100105	Dean Career & Technology: Office Equip <\$5000		5,000
		01-2080-20112-530800000	Dean Career & Technology: Instr Serv Contracts	5,000	
	4	02-7060-70114-570300000	Plant Utilities: Electricity		30,000
		02-7060-70114-570500000	Plant Utilities: Telephone	30,000	
	5	02-7020-70108-530900000	Grounds: Other Contract Svc		8,000
		02-7030-70110-530900000	Custodial: Other Contract Svc		18,000
		02-7030-70110-540100500	Custodial: Vehicle Supplies		8,000
		02-7030-70110-580700000	Custodial: Equipment-Service		50,000
		02-7060-70114-570100000	Plant Utilities: Gas	44,000	
		02-7010-70104-530400000	Heating & Air Cond: Maintenance Services		10,000
		02-7060-70114-570300000	Plant Utilities: Electricity	50,000	
			Total Budget Transfers	145,000	145,000

**From:** [Mireya Perez](#)  
**To:** [Board Materials](#)  
**Subject:** Board action - March 2022 Monthly Budget Report  
**Date:** Friday, April 22, 2022 12:22:12 PM  
**Attachments:** [MC- March 2022 Budget.pdf](#)  
[Outlook-epgzvklk.png](#)

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Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING **MARCH 202** BE RECEIVED AND APPROVED AS SUBMITTED.

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

Attachments: Monthly Budget Report

Thank you,



**Mireya Perez**  
Chief Financial Officer/Treasurer

**P:** (708) 656-8000, Ext. 2289

**E:** [mireya.perez@morton.edu](mailto:mireya.perez@morton.edu)

[www.morton.edu](http://www.morton.edu)



**Morton Community College**  
**FY22 Budget Report**  
**For 9 Month Ending March 31, 2022**



**Morton Community College  
Budget Report Summary  
March 31, 2022**

**75%**

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 22,704,057	\$ 29,127,709	77.9%	\$ 6,423,652
Expenditures	(17,117,238)	(29,127,709)	58.8%	(12,010,471)
Net	\$ 5,586,819	\$ -		\$ (5,586,819)
<u>Operations &amp; Maintenance Fund</u>				
Revenue	\$ 2,761,715	\$ 2,927,600	94.3%	\$ 165,885
Expenditures	(1,807,645)	(2,927,065)	61.8%	(1,119,420)
Net	\$ 954,070	\$ 535		\$ (953,535)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 12,048,478	\$ 31,168,576	38.7%	\$ 19,120,098
Expenditures	(12,804,287)	(31,172,062)	41.1%	(18,367,775)
Net	\$ (755,809)	\$ (3,486)		\$ 752,323
<u>Audit Fund</u>				
Revenue	\$ 57,548	\$ 72,950	78.9%	\$ 15,402
Expenditures	-	(81,600)	0.0%	(81,600)
Net	\$ 57,548	\$ (8,650)		\$ (66,198)
<u>Liability, Protection &amp; Settlement Fund</u>				
Revenue	\$ 628,103	\$ 811,916	77.4%	\$ 183,813
Expenditures	(773,404)	(1,227,500)	63.0%	(454,096)
Net	\$ (145,301)	\$ (415,584)		\$ (270,283)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 647,939	\$ 675,628	95.9%	\$ 27,689
Expenditures	(474,475)	(646,575)	73.4%	(172,100)
Net	\$ 173,464	\$ 29,053		\$ (144,411)
<u>Operations &amp; Maintenance (Restricted) Fund</u>				
Revenue	\$ (18,935)	\$ 6,366,308	-0.3%	\$ 6,385,243
Expenditures	(1,225,022)	(6,366,308)	19.2%	(5,141,286)
Net	\$ (1,243,957)	\$ -		\$ 1,243,957
<u>All Funds</u>				
Revenue	\$ 38,828,905	\$ 71,150,687	54.6%	\$ 32,321,782
Expenditures	(34,202,071)	(71,548,819)	47.8%	\$ (37,346,748)
Net	\$ 4,626,834	\$ (398,132)		\$ (5,024,966)

**EDUCATION FUND REVENUE**  
**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>REVENUE</b>				
<b>LOCAL GOVERNMENT</b>				
Property taxes	\$ 5,959,542	\$ 7,649,000	77.9%	\$ 1,689,458
Total Local Government	<u>\$ 5,959,542</u>	<u>\$ 7,649,000</u>		<u>\$ 1,689,458</u>
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	\$ 886,400	\$ 750,000	118.2%	\$ (136,400)
<b>SURS HEALTH - ON BEHALF PAYMENTS</b>	\$ -	\$ -	0.0%	\$ -
<b>STATE GOVERNMENT</b>				
ICCB credit hour grants	\$ 1,767,213	\$ 2,314,560	76.4%	\$ 547,347
ICCB equalization grants	3,295,938	4,570,045	72.1%	1,274,107
CTE formula grant	169,862	160,000	0.0%	(9,862)
Total State Government	<u>\$ 5,233,013</u>	<u>\$ 7,044,605</u>		<u>\$ 1,811,592</u>
<b>STUDENT TUITION AND FEES</b>				
Tuition	\$ 8,946,852	\$ 9,859,300	90.7%	\$ 912,448
Fees	1,650,887	2,182,504	75.6%	531,617
Other	-	1,300,000	0.0%	1,300,000
Total Tuition and Fees	<u>\$ 10,597,739</u>	<u>\$ 13,341,804</u>		<u>\$ 2,744,065</u>
<b>MISCELLANEOUS</b>				
Sales and service fees	\$ 21,966	\$ 252,300	8.7%	\$ 230,334
Investment revenue	5,397	60,000	9.0%	54,603
Nongovernmental gifts & scholarships	-	30,000	0.0%	30,000
Total Other Sources	<u>\$ 27,363</u>	<u>\$ 342,300</u>		<u>\$ 314,937</u>
<b>Total Revenue</b>	<u>\$ 22,704,057</u>	<u>\$ 29,127,709</u>	<u>77.9%</u>	<u>\$ 6,423,652</u>
Transfers in	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>
<b>Total Revenue and Transfers in</b>	<u>\$ 22,704,057</u>	<u>\$ 29,127,709</u>	<u>77.9%</u>	<u>\$ 6,423,652</u>

# EDUCATION FUND EXPENDITURES

March 31, 2022

	Actual	Budget	%	Budget Remaining
<b>EXPENDITURES</b>				
By Program:				
<b>Instruction</b>				
Salaries	\$ 6,186,703	\$ 8,689,743	71.2%	\$ 2,503,040
Employee benefits	551,111	850,262	64.8%	299,151
Contractual services	178,709	382,500	46.7%	203,791
Material and supplies	168,822	594,950	28.4%	426,128
Conferences and meetings	18,238	51,785	35.2%	33,547
Total Instruction	<u>7,103,583</u>	<u>10,569,240</u>	<u>67.2%</u>	<u>3,465,657</u>
<b>Academic Support</b>				
Salaries	788,862	1,240,696	63.6%	451,834
Employee benefits	98,589	265,380	37.2%	166,791
Contractual services	166,285	303,000	54.9%	136,715
Material and supplies	107,929	341,280	31.6%	233,351
Conferences and meetings	9,531	26,100	36.5%	16,569
Fixed charges	61,867	80,000	77.3%	18,133
Other Expenditures	-	1,000	0.0%	1,000
Total Academic Support	<u>1,233,063</u>	<u>2,257,456</u>	<u>54.6%</u>	<u>1,024,393</u>
<b>Student Services</b>				
Salaries	1,372,094	2,121,429	64.7%	749,335
Employee benefits	171,650	296,988	57.8%	125,338
Contractual services	128,713	231,000	55.7%	102,287
Material and supplies	1,100	169,750	0.6%	168,650
Conferences and meetings	35,465	83,650	42.4%	48,185
Fixed charges	2,083	21,500	9.7%	19,417
Total Student Services	<u>1,711,105</u>	<u>2,924,317</u>	<u>58.5%</u>	<u>1,213,212</u>
<b>Public Service/Continuing Education</b>				
Salaries	194,430	246,224	79.0%	51,794
Employee benefits	27,488	54,745	50.2%	27,257
Contractual services	54,709	217,000	25.2%	162,291
Material and supplies	8,141	26,200	31.1%	18,059
Conferences and meetings	2,394	5,250	45.6%	2,856
Other tuition/fee waiver	1,538	5,000	30.8%	3,462
Total Public Service/Continuing Education	<u>288,700</u>	<u>554,419</u>	<u>52.1%</u>	<u>265,719</u>
<b>Auxiliary Services</b>				
Salaries	165,097	220,425	74.9%	55,328
Employee benefits	29,222	42,026	69.5%	12,804
Contractual services	428,342	450,000	95.2%	21,658
Material and supplies	342,521	612,000	56.0%	269,479
Conferences and meetings	178,705	228,000	78.4%	49,295
Fixed charges	22,316	28,000	79.7%	5,684
Total Auxiliary Services	<u>1,166,203</u>	<u>1,580,451</u>	<u>73.8%</u>	<u>414,248</u>

# EDUCATION FUND EXPENDITURES

March 31, 2022

	Actual	Budget	%	Budget Remaining
<b>EXPENDITURES</b>				
<b>Institutional Support</b>				
Salaries	\$ 1,639,904	\$ 2,579,647	63.6%	\$ 939,743
Employee benefits	288,763	511,879	56.4%	223,116
Contractual services	1,023,299	1,500,000	68.2%	476,701
Material and supplies	284,749	849,800	33.5%	565,051
Conferences and meetings	124,820	210,000	59.4%	85,180
Fixed charges	48	1,500	3.2%	1,452
Other	73,221	140,000	52.3%	66,779
Total Institutional Support	<u>3,434,804</u>	<u>5,792,826</u>	<u>59.3%</u>	<u>2,358,022</u>
 <b>Scholarships, Student Grants &amp; Waivers</b>				
Student grants and scholarships	<u>2,179,780</u>	<u>1,529,000</u>	<u>142.6%</u>	<u>(650,780)</u>
Total Scholarships, Student Grants & Waivers	<u>2,179,780</u>	<u>1,529,000</u>	<u>142.6%</u>	<u>(650,780)</u>
 <b>Contingencies</b>	 -	 420,000	 0.0%	 420,000
 <b>Total Expenditures</b>	 <u>\$ 17,117,238</u>	 <u>\$ 25,627,709</u>	 <u>66.8%</u>	 <u>\$ 8,510,471</u>
 Transfers out	 -	 3,500,000	 0.0%	 3,500,000
 <b>Total Expenditures and Transfers out</b>	 <u>\$17,117,238</u>	 <u>\$ 29,127,709</u>	 <u>58.8%</u>	 <u>\$ 12,010,471</u>



**OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES**  
**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>REVENUE</b>				
<b>LOCAL GOVERNMENT</b>				
Property taxes	<u>\$ 1,161,775</u>	<u>\$ 1,498,600</u>	<u>77.5%</u>	<u>\$ 336,825</u>
<b>CORPORATE PERSONAL PROPERTY TAXES</b>	<u>886,400</u>	<u>750,000</u>	<u>118.2%</u>	<u>-136,400</u>
<b>STATE GOVERNMENT</b>				
ICCB equalization grants	<u>650,000.00</u>	<u>650,000</u>	<u>100.0%</u>	<u>-</u>
<b>STUDENT FEES</b>				
Fees	<u>65,747</u>	<u>-</u>	<u>0.0%</u>	<u>-65,747</u>
Total Student Fees	<u>65,747</u>	<u>0</u>	<u>0.0%</u>	<u>-65,747</u>
<b>MISCELLANEOUS</b>				
Sales and service fees	<u>20</u>	<u>5,000</u>	<u>0.4%</u>	<u>4,980</u>
Facilities	<u>-</u>	<u>14,000</u>	<u>0.0%</u>	<u>14,000</u>
Investment revenue	<u>-2,228</u>	<u>10,000</u>	<u>-22.3%</u>	<u>12,228</u>
Total Miscellaneous	<u>-2,208</u>	<u>29,000</u>	<u>-7.6%</u>	<u>31,208</u>
Transfers in	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Revenue</b>	<u>\$ 2,761,714</u>	<u>\$ 2,277,600</u>	<u>121.3%</u>	<u>\$ 165,886</u>
<b>EXPENDITURES</b>				
By Program:				
<b>Operations and Maintenance of Plant</b>				
Salaries	<u>\$878,327</u>	<u>\$1,267,024</u>	<u>69.3%</u>	<u>\$388,697</u>
Employee benefits	<u>110,857</u>	<u>199,041</u>	<u>55.7%</u>	<u>88,184</u>
Contractual services	<u>302,301</u>	<u>447,000</u>	<u>67.6%</u>	<u>144,699</u>
Material and supplies	<u>57,811</u>	<u>171,500</u>	<u>33.7%</u>	<u>113,689</u>
Conferences and meetings	<u>142</u>	<u>6,500</u>	<u>2.2%</u>	<u>6,358</u>
Utilities	<u>456,572</u>	<u>814,000</u>	<u>56.1%</u>	<u>357,428</u>
Capital outlay	<u>1,637</u>	<u>12,000</u>	<u>13.6%</u>	<u>10,363</u>
Other	<u>-</u>	<u>10,000</u>	<u>0.0%</u>	<u>10,000</u>
Total Operations and Maintenance of Plant	<u>1,807,647</u>	<u>2,927,065</u>	<u>61.8%</u>	<u>1,119,418</u>
<b>Total Expenditures</b>	<u>\$ 1,807,647</u>	<u>\$ 2,927,065</u>	<u>61.8%</u>	<u>\$ 1,119,418</u>

**RESTRICTED PURPOSE FUND REVENUE**  
**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b>REVENUE</b>				
<b>STATE GOVERNMENT</b>				
ICCB - adult education	392,029	\$705,975	55.5%	313,946
ISBE grant revenue- other	199,865	261,362	76.5%	61,497
Other Sources	28,487	3,693,486	0.8%	3,664,999
Total State Government	<u>620,381</u>	<u>4,660,823</u>	<u>13.3%</u>	<u>4,040,442</u>
<b>FEDERAL GOVERNMENT</b>				
ICCB - adult education	139,215	370,575	37.6%	231,360
Department of education	11,286,501	26,121,678	43.2%	14,835,177
Other	2,381	15,500	0.0%	13,119
Total Federal Government	<u>11,428,097</u>	<u>26,507,753</u>	<u>43.1%</u>	<u>14,848,296</u>
<b>Total Revenue</b>	<u>\$ 12,048,478</u>	<u>\$ 31,168,576</u>	<u>38.7%</u>	<u>\$ 18,888,738</u>

**RESTRICTED PURPOSE FUND EXPENDITURES**  
**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Instruction</b>				
Salaries	\$ 806,948	\$ 1,111,826	72.6%	\$ 304,878
Employee benefits	116,791	2,072,446	5.6%	1,955,655
Contractual services	26,636	55,196	48.3%	28,560
Material and supplies	126,720	292,171	43.4%	165,451
Conferences and meetings	2,453	4,090	60.0%	1,637
Other Fixed Charges	7,800	17,936	43.5%	10,136
Student grants and scholarships	12,225	11,954	102.3%	(271)
Total Instruction	<u>1,099,573</u>	<u>3,565,619</u>	<u>30.8%</u>	<u>2,466,046</u>
<b>Academic Support</b>				
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>
<b>Student Services</b>				
Salaries	105,080	743,552	14.1%	638,472
Employee benefits	18,537	540,095	3.4%	521,558
Other Contract Services	43,091	300,769	14.3%	257,678
Material and supplies	289,328	724,379	39.9%	435,051
Conferences and meetings	5,058	93,018	5.4%	87,960
Fixed charges	-	100	0.0%	100
Student grants and scholarships	104,679	267,045	39.2%	162,366
Total Student Services	<u>565,773</u>	<u>2,668,958</u>	<u>21.2%</u>	<u>2,103,185</u>
<b>Public Service/Continuing Education</b>				
Salaries	155,014	206,814	75.0%	51,800
Employee benefits	33,015	116,200	28.4%	83,185
Contractual services	456	3,000	15.2%	2,544
Material and supplies	43	10,738	0.4%	10,695
Conferences and meetings	4,964	22,610	22.0%	17,646
Total Public Service/Continuing Education	<u>193,492</u>	<u>359,362</u>	<u>53.8%</u>	<u>165,870</u>

**RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES**
**March 31, 2022**

	<b>Actual</b>	<b>Budget</b>	<b>%</b>	<b>Budget Remaining</b>
<b>Auxiliary Services</b>				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	-	125,000	0.0%	125,000
<b>Operations and Maintenance of Plant</b>				
Employee benefits	-	450,000	0.0%	450,000
Total Operation and Maintenance of Plant	-	450,000	0.0%	450,000
<b>Institutional Support</b>				
Salaries	86,318	90,000	95.9%	3,682
Employee benefits	21,699	500,012	4.3%	478,313
Contractual services	522,215	1,000,000	52.2%	477,785
Materials and supplies	606,158	2,791,884	21.7%	2,185,726
Other Fixed Charges	119,959	750,000	16.0%	630,041
Capital Outlay	339,088	1,316,257	25.8%	977,169
Student grants and waivers	43,074	1,750,000	2.5%	1,706,926
Total Institutional Support	1,738,511	8,198,153	21.2%	6,459,642
<b>Scholarships, Student Grants &amp; Waivers</b>				
Salaries	74,451	131,529	56.6%	57,078
Student grants and scholarships	9,132,485	15,423,440	59.2%	6,290,955
<b>Total Scholarships, Student Grants &amp; Waivers</b>	<b>9,206,936</b>	<b>15,554,969</b>	<b>59.2%</b>	<b>6,348,033</b>
<b>Total Expenditures</b>	<b>\$ 12,804,285</b>	<b>\$ 31,172,061</b>	<b>41.1%</b>	<b>\$ 18,367,776</b>

**AUDIT FUND REVENUE AND EXPENDITURES**  
**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 57,547	\$ 72,900	78.9%	\$ 15,353
<b><u>MISCELLANEOUS</u></b>				
Investment revenue	-	50	0.0%	50
<b><u>Total Revenue</u></b>	<u>\$ 57,547</u>	<u>\$ 72,950</u>	<u>78.9%</u>	<u>\$ 15,403</u>
 <u>Transfers in</u>	 -	 -	 0.0%	 -
 <b><u>Total Revenue and Transfers in</u></b>	 <u>\$ 57,547</u>	 <u>\$ 72,950</u>	 <u>78.9%</u>	 <u>\$ 15,403</u>
 <b><u>EXPENDITURES</u></b>				
By Program:				
<b><u>Institutional Support</u></b>				
Contractual services	-	81,600	0.0%	81,600
 <b><u>Total Expenditures</u></b>	 <u>\$ -</u>	 <u>\$ 81,600</u>	 <u>0.0%</u>	 <u>\$ 81,600</u>

**LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES**  
**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 628,099	\$ 811,816	77.4%	\$ 183,717
<b>MISCELLANEOUS</b>				
Investment revenue	4	100	4.0%	96
<b>Total Revenue</b>	<u>\$ 628,103</u>	<u>\$ 811,916</u>	<u>77.4%</u>	<u>\$ 183,813</u>
<b><u>EXPENDITURES</u></b>				
<b><u>By Program:</u></b>				
<b><u>Instruction</u></b>				
Employee benefits	105,442	135,000	78.1%	29,558
Total Instruction	<u>105,442</u>	<u>135,000</u>	<u>78.1%</u>	<u>29,558</u>
<b><u>Academic Support</u></b>				
Employee benefits	<u>12,109</u>	<u>16,500</u>	<u>73.4%</u>	<u>4,391</u>
<b><u>Student Services</u></b>				
Employee benefits	20,949	20,500	102.2%	(449)
Total Academic Support	<u>20,949</u>	<u>20,500</u>	<u>102.2%</u>	<u>(449)</u>
<b><u>Public Service/Continuing Education</u></b>				
Employee benefits	<u>3,596</u>	<u>7,500</u>	<u>47.9%</u>	<u>3,904</u>
<b><u>Auxiliary Services</u></b>				
Employee benefits	<u>2,461</u>	<u>4,500</u>	<u>54.7%</u>	<u>2039</u>
<b><u>Operations and Maintenance of Plant</u></b>				
Salaries	149,053	350,000	42.6%	200,947
Employee benefits	15,322	23,500	65.2%	8,178
Total Operations and Maintenance of Plant	<u>164,375</u>	<u>373,500</u>	<u>44.0%</u>	<u>209,125</u>
<b><u>Institutional Support</u></b>				
Employee benefits	33,971	75,000	45.3%	41,029
Contractual services	135,010	200,000	67.5%	64,990
Other Fixed Charges	295,490	395,000	74.8%	99,510
Total Institutional Support	<u>464,471</u>	<u>670,000</u>	<u>69.3%</u>	<u>205,529</u>
<b>Total Expenditures</b>	<u>\$ 773,403</u>	<u>\$ 1,227,500</u>	<u>63.0%</u>	<u>\$ 454,097</u>

## GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES

March 31, 2022

	Actual	Budget	%	Budget Remaining
<b><u>REVENUE</u></b>				
<b><u>LOCAL GOVERNMENT</u></b>				
Property taxes	\$ 647,935	\$ 675,528	95.9%	\$ 27,593
<b><u>MISCELLANEOUS</u></b>				
Investment revenue	3	100	3.0%	97
<b>Total Revenue</b>	647,938	675,628	95.9%	27,690
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Institutional Support</b>				
Fixed charges	474,475	646,575	73.4%	172,100
<b><u>TRANSFERS OUT</u></b>	-	-	0.0%	-
<b>Total Expenditures</b>	\$ 474,475	\$ 646,575	73.4%	\$ 172,100

**OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES**

**March 31, 2022**

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<b><u>REVENUE</u></b>				
<b>STATE GOVERNMENT</b>				
Capital Development Board	-	2,866,308	0.0%	2,866,308
Total	-	2,866,308	0.0%	2,866,308
<b>OTHER SOURCES</b>				
Bonds		-	0.0%	-
Investment Interest	18,935	-	0.0%	(18,935)
Total	18,935	-	#DIV/0!	(18,935)
<b>TRANSFERS IN</b>	\$ -	\$ 3,500,000	0.0%	\$ 3,500,000
<b><u>Total Revenue and Transfers in</u></b>	<u>\$ 18,935</u>	<u>\$ 6,366,308</u>	<u>0.3%</u>	<u>\$ 6,347,373</u>
<b><u>EXPENDITURES</u></b>				
By Program:				
<b>Operations and Maintenance of Plant</b>				
Contractual services	99,216	100,000	99.2%	784
Capital outlay	1,125,806	6,266,308	18.0%	5,140,502
Total Operation and Maintenance of Plant	1,225,022	6,366,308	19.2%	5,141,286
<b>Total Expenditures</b>	<u>\$ 1,225,022</u>	<u>\$ 6,366,308</u>	<u>19.2%</u>	<u>\$ 5,141,286</u>



**From:** [Mireya Perez](#)  
**To:** [Board Materials](#)  
**Subject:** Fwd: Action Item 8.3 for 4/27/2022 Board Meeting  
**Date:** Thursday, April 14, 2022 5:45:20 PM  
**Attachments:** [TR 3.31.22.pdf](#)

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**From:** Suzanna Raigoza <Suzanna.Raigoza@morton.edu>  
**Sent:** Thursday, April 14, 2022 4:44:54 PM  
**To:** Mireya Perez <mireya.perez@morton.edu>  
**Subject:** Action Item 8.3 for 4/27/2022 Board Meeting

**Proposed Action:** THAT THE MONTHLY TREASURER'S REPORTS FOR MARCH 2022 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: March 2022

<i><b>Institution</b></i>	<i><b>Purchased</b></i>	<i><b>Principal</b></i>	<i><b>Rate</b></i>	<i><b>Type</b></i>	<i><b>Maturity</b></i>
<i>The Illinois Funds, Springfield</i>	1-May-06	\$10,648,229.64	0.0100%	TIF Prime Fund	31-Mar-22
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,534.75	1.0940%	CD	31-Mar-22
<i>First Midwest Bank</i>	11-Mar-20	\$ 251,534.75	1.0940%	CD	31-Mar-22
	Sum	<u>\$11,151,299.14</u>			
<b>Grand Total</b>		<b>\$ 11,151,299.14</b>			

**PROPOSED ACTION:** THAT THE BOARD APPROVE CHANGES IN CURRICULUM AS SUBMITTED.

**RATIONALE:** [Required by Board Policy 7.1 and Chapter 110, Act 805, Section 2-12 of the *Illinois Community College Act*]

As a result of curriculum review, we are recommending the approval of:

- New Archeology course ANT103
- ART 125 & ART126- Modification to SLOs and course descriptions
- ART127- Withdrawal of course
- ART 120- Update SLOs and course descriptions
- AFA- Changes to curriculum
- ESL 092,035,090- Update SLOs and course descriptions
- ASE 052- New course in Spanish
- AAS LAW, Intro to Forensics- Name change to Introduction to Forensics and remove all perquisites
- Social Media Certificate- Curriculum modification
- OMT 140- Course modification
- NUR 107- Add a credit, credit hour modification and curriculum modification

This recommendation is based upon input from faculty, the academic deans', Curriculum Committee, and the Provost.

**COST ANALYSIS:** N/A

**ATTACHMENTS:** Summary of Changes Recommended

### April Disposition Sheet

Item#	Agenda Item	No Action Necessary	Approved as Presented	Details or Approved w/Modification	Vetoed	Tabled	Effective Date
I.	ANT 103		X	New Archeology Course will be added to Social and Behavioral Science programs			Spring 2023
I.	ANT 104			New Archeology Course was tabled until the 3 articulation agreements are complete		X	
I.	ART 125 & ART 126		X	Make modification to SLOs and course description			Fall 2023
I.	ART 127		X	Withdrawl course			Fall 2023
I.	ART 120		X	Make modification to SLOs and course description			Spring 2024
I.	AFA		X	Make changes to the curriculum			Fall 2023
II.	ESL 092, 035, 090		X	Update course descriptions and SLOs			Spring 2023
II.	ASE 052		X	New course will be in Spanish and repeatale 3 times by ICCB			Spring 2023
III.	AAS LAW, Intro to Forensics		X	New course proposal & curriculum change. Name change to Introduction to Forensics and remove prerequisites			Spring 2023
III.	Social Media Certificate		X	Curriculum modification to			Fall 2022
III.	OMT 140		X	Course modification			Fall 2022
III.	Paramedic Certificate			New curriculum. Needs to complete form 20 from ICCB and turn in syllabus		X	
IV.	NUR 107		X	Credit modification, added a credit. Curriculum modification			Fall 2022

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE COMPENSATION REPORT FOR ADJUNCT FACULTY MEMBERS TEACHING ENGLISH 101,102, 086, 088, 071, 076, 151 AND 152 FOR SPRING SEMESTER 2022 IN THE AMOUNT OF \$5,887.59 AS SUBMITTED.

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

**COST ANALYSIS:** \$5,887.59 – Per Board-Union Agreement, Section 11.7, Adjunct Faculty teaching ENG 101, 102, 086, 088, 071, 076,151 and 152 shall receive a 10% stipend based on their rate per their placement on the salary schedule.

**ATTACHMENT:** English 10% Adjunct Stipend Report – Spring 2022

## ENG 10% Adjunct Stipend Report Spring 2022

Faculty ID	Adjunct Full Name	CRS ID#	Section Title	Course Stipend	10% Stipend	Total Sumed Up	Section Start Date	Section End Date
0156009	Arias, Olga	ENG-102-1B	Rhetoric II	\$ 3,077.10	\$ 307.71	\$ 307.71	1/18/2022	5/19/2022
0157079	Brasher, Stephen	ENG-101-8B	Rhetoric I	\$ 3,232.86	\$ 323.29	\$ 323.29	1/29/2022	5/14/2022
0003181	Dutt, Eric	ENG-101-K2	Rhetoric I	\$ 3,233.94	\$ 323.39	\$ 646.79	1/19/2022	5/18/2022
0003181	Dutt, Eric	ENG-102-M2	Rhetoric II	\$ 3,233.94	\$ 323.39		1/18/2022	5/17/2022
0167581	Martinez Jr, Salvador	ENG-088-5E	Basic Composition	\$ 3,077.10	\$ 307.71		1/24/2022	5/18/2022
0167581	Martinez Jr, Salvador	ENG-101-NR4	Rhetoric I	\$ 3,077.10	\$ 307.71	\$ 785.30	1/31/2022	5/18/2022
0167581	Martinez Jr, Salvador	ENG-101-3C	Rhetoric I	\$ 1,698.83	\$ 169.88		3/17/2022	5/18/2022
0210194	Miller, Joan	ENG-088-2C	Basic Composition	\$ 2,822.13	\$ 282.21	\$ 282.21	1/19/2022	5/18/2022
0003160	Perusich, James	ENG-086-4L	Reading & Writing III	\$ 3,233.94	\$ 323.39	\$ 646.79	1/25/2022	5/19/2022
0003160	Perusich, James	ENG-088-8L	Basic Composition	\$ 3,233.94	\$ 323.39		1/25/2022	5/18/2022
0210219	Reed, Jermaine	ENG-088-2C	Basic Composition	\$ 2,822.13	\$ 282.21	\$ 282.21	1/19/2022	5/18/2022
0192448	Schmidt, Michael	ENG-086-2E	Reading & Writing III	\$ 2,939.79	\$ 293.98		1/18/2022	5/19/2022
0192448	Schmidt, Michael	ENG-086-3F	Reading & Writing III	\$ 2,939.79	\$ 293.98	\$ 881.94	1/18/2022	5/19/2022
0192448	Schmidt, Michael	ENG-102-8B	Rhetoric II	\$ 2,939.79	\$ 293.98		1/29/2022	5/14/2022
0189751	Selvaggio, Nicole	ENG-088-6E	Basic Composition	\$ 2,939.79	\$ 293.98		1/18/2022	5/17/2022
0189751	Selvaggio, Nicole	ENG-088-NR2	Basic Composition	\$ 2,939.79	\$ 293.98	\$ 881.94	1/18/2022	5/19/2022
0189751	Selvaggio, Nicole	ENG-101-1B	Rhetoric I	\$ 2,939.79	\$ 293.98		1/18/2022	5/19/2022
0003165	Smith-Irowa, Pamela	ENG-086-1B	Reading & Writing III	\$ 3,397.65	\$ 339.77		1/18/2022	5/19/2022
0003165	Smith-Irowa, Pamela	ENG-102-LF	Rhetoric II	\$ 3,397.65	\$ 339.77	\$ 849.41	1/19/2022	5/16/2022
0003165	Smith-Irowa, Pamela	ENG-102-3C	Rhetoric II	\$ 1,698.83	\$ 169.88		3/17/2022	5/17/2022
<b>Grand Total</b>					<b>\$ 5,887.59</b>	<b>\$ 5,887.59</b>		

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE THE LIST OF DESIGNATED DEPOSITORIES OF EXCESS FUNDS FOR FISCAL YEAR 2023 AS SUBMITTED.

**RATIONALE:**

[Required by Board Policy 5.2.2 and Chapter 110, Act 805 Section 3-47 of the *Illinois Public Community College Act*, and Chapter 3, Act 235 of the *Illinois Compiled Statutes*]

There are no changes in the list of proposed designated depositories from Fiscal Year 2022.

**COST ANALYSIS:**

N/A

**ATTACHMENTS:**

Proposed Designated Depositories of Excess Funds for Fiscal Year 2023.

# DESIGNATED DEPOSITORIES OF EXCESS FUNDS

FISCAL YEAR 2023

## **CHICAGO BANKS:**

Chase Bank

Bank of America

Northern Trust Bank

## **SUBURBAN BANKS:**

Bank of New York Trust Company\*\*

Central Federal Savings and Loan Association, Cicero

Central Federal Savings and Loan Association, Berwyn

BMO Harris Bank, Berwyn

BMO Harris Bank, Naperville

Bank of America, Cicero

Fifth Third Bank – Berwyn\*\*

Fifth Third Bank – Cicero\*\*

Regency Savings Bank, Naperville

First Midwest Bank, Lyons\*\*

First Midwest Bank, Joliet \*\*

## **OTHER DEPOSITORIES:**

The Illinois Funds (TIF), Springfield \*\*

\*\*Depositories presently used by Morton College



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

**PROPOSED ACTION:**

That the Board approve a 3 year contract with Watermarks Insights, LLC for the Morton College curriculum catalog for a total of \$56,305.24 as submitted.

**RATIONALE**

The purpose of this request is to have an updated curriculum catalog for the 2022-2023 calendar year. This is for a 3 year contract.

**COST ANALYSIS:**

The cost of the Catalog is

2022-2023 - \$17,860.50

2023-2024 - \$18,753.53

2024-2025 - \$19,691.21

Project will be funded using the Budget Line from Printing under OAR.



## Watermark Insights, LLC

71 W 23rd St f15  
New York, New York 10010  
United States

## Quote and Order Form

Quote #: Q-12890-2  
Date: 1/20/2022  
Expires On: 2/28/2022  
Prepared By: Pam Fuller

Account Name: Morton College

Cicero  
Illinois , 60804-4398

Primary Contact: Michelle Herrera  
Phone:  
Email: michelle.herrera@morton.edu

### Billing Information

Bill To : Morton College  
Attention: Michelle Herrera  
Email: michelle.herrera@morton.edu

Billing Frequency: Annual  
Payment Terms: Net 30  
Effective Start Date: 3/28/2022  
Contract Term Length: 36 Months

### Term 1

*Subscription Items 3/28/2022 - 3/27/2023*

Product / Service	Quantity	Unit of Measure	Total
Curriculum Strategy - Catalog	1.00	Student FTE	USD 17,860.50
<b>Subscription Items 3/28/2022 - 3/27/2023 Total:</b>			USD 17,860.50
<b>Total Term 1:</b>			USD 17,860.50

### Term 2

*Subscription Items 3/28/2023 - 3/27/2024*

Product / Service	Quantity	Unit of Measure	Total
Curriculum Strategy - Catalog	1.00	Student FTE	USD 18,753.53
<b>Subscription Items 3/28/2023 - 3/27/2024 Total:</b>			USD 18,753.53

### Term 3

*Subscription Items 3/28/2024 - 3/27/2025*

Product / Service	Quantity	Unit of Measure	Total
Curriculum Strategy - Catalog	1.00	Student FTE	USD 19,691.21
<b>Subscription Items 3/28/2024 - 3/27/2025 Total:</b>			USD 19,691.21

### Terms and Conditions

**Master Subscription Agreement**

Use of Watermark Software and Services is subject to the terms and conditions of the Master Subscription Agreement, which can be found at

<https://www.watermarkinsights.com/msa/>

This Agreement is entered into as of the date on which the Order Form is fully executed by the Parties (the "Effective Date").

**Professional Services**

Organization's purchase of Implementation Services shall expire six (6) months from the date of execution of the Order Form.

Organization's purchase of Professional Services, other than Implementation Services, shall expire twelve (12) months from the date of execution of the Order Form.

**Watermark Insights, LLC**

By:

Name: Erin Shy

Title: CEO

Date:

Legal Approved:

**Morton College**

By:

Name:

Title:

Date:



# Updated Product Names

Effective July 14, 2021

On July 14, 2021, Watermark introduced new names for several of the products you've come to know, in order to more clearly articulate each one's core purpose and how it supports your institution's efforts to inspire progress. These new names also reinforce our focus and commitment to bringing you an integrated and efficient Watermark Product Suite.

This **does not** change the functionality or access to features in the products you use.

The names for the affected products have been changed as follows:

Old Name	New Name
Aqua by Watermark	Watermark Outcomes Assessment Projects
Digital Measures by Watermark	Watermark Faculty Success
Activity Insight	Faculty Accomplishments
Workflow	Reviews, Promotion and Tenure
Web Profiles	Web Profiles
EvaluationKIT by Watermark	Watermark Course Evaluations & Surveys
SmartCatalog by Watermark	Watermark Curriculum Strategy
Curriculum Management	Curriculum
Catalog Management	Catalog
Syllabus Management	Syllabus
Via by Watermark	Watermark Student Learning & Licensure

The names of the following products **did not** change:

- Watermark Planning & Self-Study
- LiveText by Watermark
- Taskstream AMS by Watermark
- Taskstream LAT by Watermark
- Tk20 by Watermark



## Quote and Order Form

Quote #: Q-12890-3  
Date: 3/14/2022  
Expires On: 3/25/2022  
Prepared By: Pam Fuller

### Watermark Insights, LLC

71 W 23rd St f15  
New York, New York 10010  
United States

Account Name: Morton College

Cicero  
Illinois , 60804-4398

Primary Contact: Michelle Herrera  
Phone:  
Email: michelle.herrera@morton.edu

### Billing Information

Bill To : Morton College  
Attention: Michelle Herrera  
Email: michelle.herrera@morton.edu

Billing Frequency: Annual  
Payment Terms: Net 30  
Effective Start Date: 3/28/2022  
Contract Term Length: 36 Months

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Subscription Items 3/28/2022 - 3/27/2023 Total:			USD 17,860.50
Total Term 1:			USD 17,860.50

### Term 2

*Subscription Items 3/28/2023 - 3/27/2024*

Product / Service	Quantity	Unit of Measure	Total
Curriculum Strategy - Catalog	1.00	Student FTE	USD 18,753.53
Subscription Items 3/28/2023 - 3/27/2024 Total:			USD 18,753.53

### Term 3

*Subscription Items 3/28/2024 - 3/27/2025*

Product / Service	Quantity	Unit of Measure	Total
Curriculum Strategy - Catalog	1.00	Student FTE	USD 19,691.21
Subscription Items 3/28/2024 - 3/27/2025 Total:			USD 19,691.21

### Terms and Conditions

**Master Subscription Agreement**

Use of Watermark Software and Services is subject to the terms and conditions of the Master Subscription Agreement, which can be found at

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Organization's purchase of Implementation Services shall expire six (6) months from the date of execution of the Order Form.

Organization's purchase of Professional Services, other than Implementation Services, shall expire twelve (12) months from the date of execution of the Order Form.

**Watermark Insights, LLC**

By:

Name: Erin Shy

Title: CEO

Date:

Legal Approved:

**Morton College**

By:

Name:

Title:

Date:



# Updated Product Names

Effective July 14, 2021

On July 14, 2021, Watermark introduced new names for several of the products you've come to know, in order to more clearly articulate each one's core purpose and how it supports your institution's efforts to inspire progress. These new names also reinforce our focus and commitment to bringing you an integrated and efficient Watermark Product Suite.

This **does not** change the functionality or access to features in the products you use.

The names for the affected products have been changed as follows:

Old Name	New Name
Aqua by Watermark	Watermark Outcomes Assessment Projects
Digital Measures by Watermark	Watermark Faculty Success
Activity Insight	Faculty Accomplishments
Workflow	Reviews, Promotion and Tenure
Web Profiles	Web Profiles
EvaluationKIT by Watermark	Watermark Course Evaluations & Surveys
SmartCatalog by Watermark	Watermark Curriculum Strategy
Curriculum Management	Curriculum
Catalog Management	Catalog
Syllabus Management	Syllabus
Via by Watermark	Watermark Student Learning & Licensure

The names of the following products **did not** change:

- Watermark Planning & Self-Study
- LiveText by Watermark
- Taskstream AMS by Watermark
- Taskstream LAT by Watermark
- Tk20 by Watermark

**PROPOSED ACTION:**

**THAT THE BOARD APPROVE THE CONTINUED ASOCIATION OF  
TITLE IX ADMINISTRATORS (ATIXA) ANNUAL MEMBERSHIP FOR  
\$4,999 EFFECTIVE APRIL 1, 2022 – MARCH 31, 2023, AS SUBMITTED.**

**RATIONALE:**

[Required by Board Policy 2.9] Training and Resources for Title IX Team

**COST ANALYSIS:**

\$4,999

**ATTACHMENT:**

Renewal notice



Your ATIXA Membership Expires in Two Weeks

ATIXA Membership <accounts@atixa.org>

Sat 4/2/2022 12:41 AM

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

Morton College,

This is a friendly reminder that your ATIXA membership will expire on 4/9/2022. We have automatically generated a renewal invoice for you.

Your membership renewal invoice 22411 can be downloaded by clicking on this link.

Invoice Amount:	\$4,999.00
Amount Paid:	\$0.00
Balance Due:	\$4,999.00

If you require additional assistance to renew your membership or have questions about how to better engage in the benefits offered, please do not hesitate to contact us at [members@atixa.org](mailto:members@atixa.org). We look forward to working with you and your team again in the coming year!

Thank you for your support!  
Association of Title IX Administrators

The ATIXA Team

**PROPOSED ACTION:**

THAT THE BOARD APPROVE THE RENEWAL OF THE CLINICAL AFFILIATION AGREEMENT WITH BURGESS SQUARE CENTRE FOR NURSING STUDENT CLINICALS

**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:** NONE

**ATTACHMENT:** AFFILIATION AGREEMENT, RESOLUTION, PROPOSED ACTION

**RESOLUTION ADOPTING AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE, COMMUNITY COLLEGE DISTRICT 527  
AND  
BURGESS SUARE HEALTHCARE AND REHAB CENTRE**

**WHEREAS**, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

**WHEREAS**, Section 10 of Article VII 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 individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

**WHEREAS**, Burgess Square Healthcare and Rehab Centre, a therapy and rehabilitation facility (the “Facility”), 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**, Morton desires to enter into an Affiliation Agreement with the Facility to allow its students in the Program to do required clinical work (*i.e.* internship/s) with the Facility, and said Affiliation Agreement is attached hereto as Exhibit A and hereinafter referred to as the “Agreement”; and

**WHEREAS**, the Facility desires to enter into the Agreement with Morton to allow Morton students to do clinical work with the Facility; and

**WHEREAS**, based on the foregoing, the Board of Trustees of the Community College District No. 527 (the “Board”) has determined that it is in the best interest of Morton to enter into this Agreement with the Agency to allow the students to do the required clinical work with the Agency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board that:

1. The form, terms and provisions of this Agreement attached hereto as Exhibit A are hereby approved in substantially the same form as provided therein, with such insertions, omissions and changes as shall be approved by the Board Chair, Morton President or Attorney

executing the same, the execution of such document being conclusive evidence of such approval; and the Morton Board Chair and Morton President are hereby authorized and directed to execute and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and any and all such documents as may be necessary to carry out and effectuate the purpose of this Resolution.

2. The officers, employees and agents of Morton are hereby authorized and directed to take any and all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith.

3. Unless this Resolution is repealed by a majority vote of the Board, the Morton President is authorized and directed to renew the Agreement on substantially the same terms upon the expiration of the Agreement, or terminate the Agreement, whichever is in the best interest of Morton.

4. This Resolution shall be in full force and effect upon passage and approval.

Passed by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a Regular Meeting of the Board of Trustees held this 27<sup>th</sup> day of April, 2022

---

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

Attest:

---

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

# **Standard Clinical Affiliation Agreement**

## **Nursing**

**(Revised) February 2022**

**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  
Burgess Square Healthcare and Rehab Centre**

---

**THIS AFFILIATION AGREEMENT** (the "**Agreement**") is entered into this 8<sup>th</sup> day of, March, 2022 by, and between Burgess Square Healthcare and Rehab Centre ("the **Facility**") and Morton College ("the **School**"). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a "**Party**") and collectively as the "**Parties**".)

**WHEREAS**, the School desires to utilize various Facility sites (**Exhibit A**) that may be available for the purpose of providing practical learning and clinical experiences (**Exhibit B** for a list of programs and **Exhibit C** for program-specific requirements) in connection with students of the School; and

**WHEREAS**, the Facility is a duly licensed and accredited medical facility established under the laws of the State of Illinois; 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 program(s) 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.**

**(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 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 06/01/2022 and terminate on 05/31/2025 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

## **E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Indemnification.** Each Party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents, students or contractors, or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive expiration, cancellation 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:

[Burgess Square]

With a Copy to:

Facility Legal Counsel:

[FILL IN, IF NECESSARY]

If to the School:

Stanley Fields, President  
Morton College  
3801 S. Central Avenue  
Attention: Stanley Fields  
Phone: (708) 656-8000

With a Copy to:

The School Legal Counsel at:  
DelGaldo Law Group, LLC  
1441 S. Harlem Ave.  
Berwyn, IL 60402  
(708) 222-7000

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

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties' successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

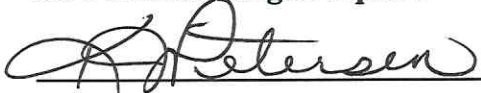


16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.
17. **Force Majeure.** Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, civil disorder, earthquakes, pandemics, or other acts of nature, curtailment of transportation services, or other emergency beyond such Party's reasonable control. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance hereunder continues for a period in excess of thirty (30) calendar days, the other Party shall have the right to terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party.
18. **After-enacted laws.** If, prior to the cancellation, termination or expiration of this Agreement, any federal, state or local authority or regulatory body including, but not limited to, the Centers for Medicare and Medicaid, Department of Health and Human Services, or the Internal Revenue Service, determines that this Agreement is illegal or jeopardizes either Party's tax exempt status or otherwise materially affects either Party's business, then the affected Party shall give the other Party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If the Parties initiate no acceptable cure or remedy, then the affected Party may terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party

**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:

**KJ Petersen-Burgess Square**



**[Administrator]**

Title: Administrator

Date: 3/20/22

**MORTON COLLEGE**

\_\_\_\_\_  
**President**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Location Of Facility Sites**

Burgess Square  
5801 S. Cass Avenue  
Westmont, IL 60559

**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: Burgess Square  
Healthcare and Rehab Centre  
 School: Morton College  
 Program: Nursing

**Facility Requires:** Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.		
2. Verification that student/s have met the requirements for the Rubella, Rubeola and Mumps vaccination with proof of titer.		
3. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.		
4. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.		
5. Verification that the student/s have an annual TB screening with a QuantiFERON test.		
6. Verification that the student/s have a flu shot for the current flu season.		
7. Verification that students have an annual Physical Examination		
8. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination Other: or proof of weekly testing, which is responsibility of the student.		
9. OSHA compliance for prevention of transmission of bloodborne pathogens and TB		
10. Current American Heart Association Healthcare Provider CPR card		
11. Proof of student professional and general liability (paragraph A.2)		
12. Proof of comprehensive health insurance (paragraph A.2)		
13. Additional insurance coverage If yes, type of insurance and coverage required:		
14. Evidence of relevant faculties' certifications or licensures (paragraph E.2)		
15. Other:		

**School Requires:** Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Copy of relevant facility policies (paragraph B.8)	x	
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	x	
3. Other		x



## **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 THE RENEWAL OF THE CLINICAL  
AFFILIATION AGREEMENT WITH HARTGROVE BEHAVIORAL HEALTH  
SYSTEMS FOR NURSING STUDENT CLINICALS

**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:** NONE

**ATTACHMENT:** AFFILIATION AGREEMENT  
RESOLUTION

**A RESOLUTION APPROVING AND ADOPTING  
AN EDUCATION AFFILIATION AGREEMENT  
BETWEEN  
MORTON COMMUNITY COLLEGE DISTRICT NO. 527  
AND  
HARTGROVE BEHAVIORAL HEALTH SYSTEM**

**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**, Hartgrove Behavioral Health System (“**Hartgrove**”) may be a unit of local government and a 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**, Hartgrove owns and operates a mental healthcare facility, located in Chicago, Illinois, that 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 Hartgrove 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**, Hartgrove 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 Hartgrove.

**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 Hartgrove, 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 March 23, 2022.

Passed by a vote of \_\_\_ ayes and \_\_\_ nays at a Regular Meeting of the Board of Trustees held this 23<sup>rd</sup> day of March 2022.

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

Attest:

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



**EXHIBIT A**

**EDUCATION AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE  
AND  
HARTGROVE BEHAVIORAL HEALTH SYSTEM**

**THIS EDUCATION AFFILIATION AGREEMENT** (“Agreement”) is made and entered into this 23<sup>rd</sup> day of March, 2021 (“Effective Date”), by and between Morton College (“College”) and Hartgrove Behavioral Health System (“Facility”). (For convenience, the College and Facility may sometimes hereinafter be referred to individually as a “Party” and collectively as the “Parties”.)

**RECITALS**

**WHEREAS**, the College desires to provide appropriate clinical learning experiences to its students in its clinical educational programs (“Students”); and

**WHEREAS**, the Facility operates a mental healthcare facility, located in Chicago, Illinois, which is suitable for the purpose of providing the College’s Students with practical learning and clinical experiences; and

**WHEREAS**, the Parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

**WHEREAS**, it is deemed advisable and in the best interests of the Parties to establish an education affiliation for the purposes of carrying out these objectives.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**I. Mutual Responsibilities**

- A. Assignment of Students. Students subject to this Agreement are assigned to the Facility (whose location is identified in the attached Attachment A, which is incorporated by this reference and made a part hereof) by the College for the purpose of developing each Student’s clinical competence (*i.e.* knowledge, procedures/skills, clinical problem solving, professional attitudes and behaviors, *etc.*).
- B. Schedule of Assignments. Prior to the initiation of any program for Students, the College shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about each Student, and the objectives for Students’ clinical education experience. The Facility and College shall jointly plan the

schedule of Student assignments to the Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. The Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.

- C. Designated Representative. The Facility and College shall each appoint a designated representative to coordinate the clinical education experience, and to work with the College's instructors and Students to facilitate a meaningful experience.
- D. Changes in Curriculum, Program and Staff. Each Party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience. Representatives of both Parties shall meet periodically to review the program, and to make such suggestions and changes as needed.
- E. Compliance with Applicable Laws. The Parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
- F. Non-discrimination. Each Party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or any other protected classification.
- G. Relationships Between Facility, College and Students.

- 1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the Parties, nor shall it authorize either Party to act as an agent for, or bind the other Party, in any manner. The Facility and College shall be and remain at all times independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between the College and Facility.
- 2. Students. The Parties acknowledge that the Students of the College are fulfilling specific requirements for their educational or clinical experience as part of a degree program and, therefore, the Students of the College are not to be considered employees of either the College or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

- 1. By College. The College may withdraw a Student from the program at any time, upon written notice to the Facility.
- 2. By Facility. The Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility, the Student's work, conduct, or health is deemed detrimental

to patients or others. As soon as possible thereafter, the Facility will notify the College in writing of the action taken and the reasons for such actions, provided that no patient or Confidential Information (as defined below) shall be disclosed. All final resolutions of the Student's academic status in such situations will be made solely by the College after reviewing the matter and considering whatever factual information the Facility provides for the College; however, the Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

- I. Inspection of Records. In accordance with the Social Security Act, and Regulations thereunder, or as otherwise provided by law, the College, Facility, third-party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, or when otherwise required by law, the right of access to all books and records pertaining to the services provided under this Agreement shall be included in each subcontract.

## **II. College Responsibilities**

- A. Student Information. The College will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable period of time before the beginning date of the clinical education program. The College is responsible for supplying any additional information required by the Facility, as set forth in this Agreement, prior to the arrival of Students. The College will notify the Facility in writing of any change or proposed change in a Student's status.
- B. Student Assignment. The College will assign only those Students who have satisfactorily completed those portions of the College's curriculum that are prerequisite to program participation.
- C. Student Background Checks. The College shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility and will provide verification of those checks to the Facility.
- D. Liability Insurance. The College shall, at all times during the term of this Agreement, maintain the following insurance coverages for its Students *or* require each Student participating in the clinical learning experience to maintain and provide evidence of the following insurance coverages:
1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) for each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If College personnel will be on-site at the Facility's premises, then the College shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) for each occurrence, and a minimum of Three Million Dollars (\$3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;
2. Commercial general liability insurance coverage, naming the Facility as additional insured, with a minimum of One Million Dollars (\$1,000,000.00) for each occurrence, and One Million Dollars (\$1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverages;
3. Workers' Compensation and employer's liability for the College's legal and statutory obligations, as required by the laws of the jurisdiction in which the services are performed; and
4. Auto Liability insurance coverage.

All the above coverage amounts in this Section II.D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, the College shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

The College or Student shall provide the Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) business days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the Facility. The Facility shall have the right to terminate this Agreement upon written notice to College for any breach of this Section II.D. of this Agreement.

Failure of the Facility to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the Facility to identify a deficiency from evidence that is provided, shall not be construed as a waiver of the College's obligation to maintain such insurance.

E. Representations and Warranties.

1. The College represents that each person performing the services under this Agreement: (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by the Facility. If the College's personnel will be on site at the Facility's premises, then the College additionally represents that it evaluates each Student's performance and that for each person performing services under this Agreement, the College has: (1) oriented such persons to the Facility's policies and procedures; (2) verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law"), and advised each Student that they must provide proof of immunizations directly to the Facility; (3) performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) evaluated and reviewed each person's references, when applicable. The College shall provide the Facility with evidence of compliance with this Section II.E.1. of this Agreement upon request.
  2. The College also represents and warrants to the Facility that neither the College nor any person providing services on behalf of College is a "Sanctioned Provider" meaning that neither the College nor such representative(s) is: (i) currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal Health Care Programs"); (ii) convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs; and (iii) under investigation or otherwise aware of any circumstances which may result in College or any person providing services on behalf of College being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement and the College shall immediately notify the Facility of any change in the status of any representation and warranty set forth in this Section. Any breach in this representation shall be cause for the Facility to terminate this Agreement immediately.
  3. The College further represents and warrants that no physician who is or may be a "referral source" to the Facility (as said term is defined at 42 U.S.C. §1395x(r)), or any "immediate family member" of such a physician, owns or holds and "ownership or investment interest" in the College. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. §411.351, and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. §1395nn(a)(2).
- F. Confidentiality of Patient Information (HIPAA Requirements). The College shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the

use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. The College shall require each Student, faculty member, and staff member who participate in the program to sign a patient information confidentiality agreement which the Facility will provide.
2. The College further specifically acknowledges that in receiving, storing, processing, or otherwise handling, any records of Facility patients, the College, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
3. The College agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
4. The College's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
5. Solely for the purpose of defining the parameters of Student's obligations in relation to the use and disclosure of the Facility's protected confidential patient information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. The College will notify each Student of his or her status and responsibilities pursuant to this Agreement.
6. Patient information is governed by HIPAA, and while it is not contemplated that the institute would receive HIPAA/Privacy Information, in the event they do, they will then agree to enter a BAA with the hospital prior to receiving any such information (e.g. to include verbal, written, video) from their participating students.

G.

- H. Confidentiality of Facility Information. The College understands and agrees that in connection with this Agreement, the College and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with the Facility ("Confidential Information"), and which may cause the Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such Confidential Information may be in the form of trade secrets, or in the form of confidential information. Confidential Information shall include, but not be limited to, the Facility's business and business development plans, and patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, the College agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Information at any time. If required by the College's duties under this Agreement and with the consent of Facility, the College may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. The College will not disclose information relating to the operations of the Facility to third-party reimbursement

agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that is: (i) required to be disclosed by law, regulation, or court or governmental order; (ii) or becomes publicly known other than as a result of a violation of this Section II.G. of the Agreement; (iii) known by a Party prior to receipt of the information from the other Party as clearly evidenced by such Party's books and records; (iv) lawfully received by a Party from a Party not under a non-disclosure obligation with respect to such information; or (v) independently developed by a Party without reliance on the confidential information received as clearly evidenced by such Party's books and records.

- I. Publications. The College will prohibit its Students, faculty and staff members from publishing any material relative to the clinical and educational experience under this Agreement that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the College nor Facility endorses the article, even where a review has been made prior to publication.
- J. Health Requirements. The College shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, and provide any records regarding relevant health conditions, that may be required by the Facility. The College and the affiliating Student shall, to the extent of their respective knowledge, inform the Facility of any special health problems or requirements any assigned Student may have. Students are further required to obtain and continue personal Health Insurance, at their own expense throughout the term of their participation in the educational program.
- K. Facility Policies, Rules, and Regulations. The College shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. The College will specifically cover with each Student his or her responsibility to:
  - 1. Observe and respect all patient's rights, confidences, and dignity:
  - 2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and
  - 3. Acknowledge that the Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, the Facility agrees to provide Students with first aid emergency care, which expense shall be that of Student, not the Facility.
- L. Business Associate Agreement. The College shall not have access to the Facility patients' PHI and, in the event this occurs, the College shall execute the Facility's standard Business



Associate Agreement, which is attached hereto as Attachment B and by this reference made a part hereof.

### **III. Facility Responsibilities**

- A. Patient Care. The Facility shall at all times retain full responsibility for patient care and Students shall not be used to replace Facility employees providing such care.
- B. Premises and Equipment. The Facility will make provide Students the basic supplies and equipment necessary for care of patients or clients as part of their clinical education program at the Facility. Within the limitation of facilities, the Facility will make available office, library and conference space for Students, if applicable.
- C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from College, for the Students in the program.
- D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical education experience at the Facility.
- E. Student/Faculty Evaluation. The Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the College.
- F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, the Facility will provide to such Student with necessary emergency health care or first aid for accidents occurring in its facilities or on its premises. The Student will be responsible for the costs of such care.
- G. FEERPA 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 reasonable measures necessary to ensure the confidentiality of any and all information in its possession regarding the College's Students who train at the Facility pursuant to this Agreement.
- H. Excluded Provider. The Facility represents that neither it nor any of its employees and agents involved in the performance of this Agreement is excluded as a provider under Medicare or Medicaid or under any other applicable federal health care program.
- I. 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 College and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

#### **IV. Term of Agreement**

- A. This Agreement shall commence upon the date of the last Party's signature below, and shall remain effective for a term of three (3) years thereafter ("Term"). Provided, however, that either Party may terminate this Agreement upon sixty (60) calendar days written notice at any time and for any reason.
- B. It is understood and agreed that this Agreement may only be modified or amended in writing and duly executed by both Parties.
- C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

#### **V. Miscellaneous**

- A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other remaining provision(s).
- B. Construction. The Parties acknowledge that each Party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.
- C. Notice. All notices, demands, requests, or other communications required to be given or sent by the College or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- 1. To College

- Stanley Fields, President
    - Morton College
    - 3801 S Central Ave
    - Cicero, IL 60804

- With a Copy to:

- The School Law Counsel at:
    - Del Galdo Lw Group, LLC.
    - 1441 S. Harlem Ave.
    - Berwyn, IL 60402

- 2. To Facility:

- Hartgrove Behavioral Health System
    - 5730 West Roosevelt Road
    - Chicago, IL 60644

- D. Assignment. Neither this Agreement nor any obligations thereunder shall not be subcontracted or assigned by either Party without the prior written consent of the other Party, which will not be unreasonably withheld.
- E. 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.
- F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the p=Parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the Parties with respect to the subject matter of this Agreement.
- G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each Party.
- H. Captions. All heading or captions used in this Agreement are for ease of reference only and will not alter or affect the meaning of any provision of this Agreement.
- I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same Agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.
- J. No Right of Third Parties. This Agreement shall inure exclusively to the benefit of and be binding on the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights, remedies obligations or liabilities on any person other than the Parties hereto or their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any Party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any Party to this Agreement. The Students described herein are specifically defined as and considered as third parties to this Agreement.
- K. Indemnification. Each Party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents, students or contractors, or any failure of such party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive expiration, cancellation or termination of this Agreement.
- L. Waiver. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasion, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

M. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association (“AAA”) in effect on the Effective Date of this Agreement by a single arbitrator who is selected as provided in Subsection IV.M.2. below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State of Illinois applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the Parties and enforceable in the circuit courts of Cook County, Illinois. Each Party shall equally bear the costs of Arbitration.
2. Selection of Arbitrator. The Arbitrator shall be mutually selected by the Parties hereto and in the event the Parties cannot agree on an Arbitrator, then the Arbitrator will be selected in accordance with the rules of the AAA in effect on the Effective Date of this Agreement.
3. Authority of Arbitrator. The Arbitrator shall have the exclusive authority to decide the scope of issues to be Arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the Parties shall be determined solely by the Arbitrator.
4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary, discovery shall be limited to: (1) the production, by all Parties to the arbitration, to the other Parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters the Arbitrator determines to be at issue; and (2) each party to the arbitration being allowed to take a maximum of five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the Parties to the arbitration and the Arbitrator. Notwithstanding any AAA rule to the contrary, the Parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the Parties and of the Arbitrator for a period of time agreed upon by all of them.

**[SIGNATURE PAGE FOLLOWS]**

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

**HARTGROVE BEHAVIORAL  
HEALTH SYSTEM**

**MORTON COLLEGE**

By: \_\_\_\_\_  
Chief Executive Officer

By: \_\_\_\_\_  
Dr. Stanley Fields, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**LOCATION OF FACILITY SITE(S)**

Hartgrove Behavioral Health System  
5730 West Roosevelt Road  
Chicago, IL 60644

**ATTACHMENT B**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) effective as of \_\_\_\_\_, 20\_\_\_\_  
 (“Effective Date”) is entered into by \_\_\_\_\_ and \_\_\_\_\_  
 \_\_\_\_\_ (“Business Associate”) and  
 \_\_\_\_\_ (“Covered Entity”).

**RECITALS**

The purpose of this Agreement is to enable the parties to comply with the applicable requirements of HIPAA, the HIPAA Regulations and the HITECH Act (defined below) that involve Protected Health Information (“PHI”) (including but not limited to Electronic Protected Health Information (“ePHI”)) that is accessed, maintained, transmitted, used, created, received or disclosed by Business Associate (and/or any agent or Subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate or Covered Entity) in connection with services performed on behalf of Covered Entity pursuant to any oral or written agreement(s) for the provision of services to Covered Entity that has been or may be entered into (“Services Agreement”).

NOW THEREFORE, the parties agree as follows.

**DEFINITIONS**

Terms used, but not defined below, shall have the meaning as set forth in HIPAA, the HIPAA Regulations, HITECH provisions of the American Recovery and Reinvestment Act of 2009 (“Stimulus Act”), Title XIII and related regulations.

**“Administrative Safeguards”** means safeguards consisting of administrative actions, policies and procedures designed to protect the privacy of PHI from intentional or unintentional use or disclosure in violation of HIPAA and other legal requirements, and to manage the selection, development, implementation, and maintenance of security measures to protect Electronic PHI, as well as managing the conduct of the workforce relating to the protection of that information.

**“Availability”** means the property that data or information is accessible and useable upon demand by an authorized person, as set forth at 45 C.F.R. § 164.304.

**“Breach”** means the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information. For the purposes of reporting to the Covered Entity under this Agreement, Business Associate shall presume that any unauthorized acquisition, access, use or disclosure of PHI is a “Breach.” A Breach excludes:

(i) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of the Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and such information is not further acquired, accessed, used or disclosed in a manner not permitted under HIPAA, the HIPAA Regulations, or HITECH;

(ii) Any inadvertent disclosure by a person who is authorized to access PHI at a facility operated by Covered Entity or Business Associate to another person authorized to access PHI at the same

facility, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under HIPAA, the HIPAA Regulations, or HITECH; or

(iii) A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

**“Breach Notification Regulations”** means the rules set forth primarily at set forth primarily at 45 C.F.R. Part 164, Subpart D.

**“Business Associate”** means the entity so designated in the preamble to this Agreement.

**“Confidentiality”** means the property that data or information is not made available or disclosed to unauthorized persons or processes, as set forth at 45 C.F.R. § 164.304.

**“Covered Entities”** or **“Covered Entity”** means the entity or entities as designated in the preamble to this Agreement.

**“Discovery”** or **“Discovery of a Breach”** means that Business Associate, or an employee, officer or agent of Business Associate, has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.

**“Electronic Protected Health Information,” “Electronic PHI,”** or **“ePHI”** means PHI in electronic form. All references to “Protected Health Information” or “PHI” in this Agreement include ePHI.

**“Encrypted”** or **“Encryption”** means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, as set forth at 45 C.F.R. § 164.304.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 Pub. L. No. 104-191.

**“HIPAA Regulations”** means the Privacy Regulations, the Security Regulations, the Breach Notification Regulations and such other applicable regulations set forth in 45 C.F.R. Parts 160 and 164.

**“HITECH”** or **“HITECH Act”** means the Health Information Technology for Economic and Clinical Health Act privacy and security provisions of the Stimulus Act and implementing regulations.

**“Identifiers”** means the identifiers listed in the HIPAA Privacy Rule at 45 C.F.R. Section 164.514(b)(2), which include, among other identifiers: name, address, zip code, all elements of dates other than the year that directly relating to an individual (such as birthdate, admission date, discharge date, date of death), telephone numbers, email address, fax numbers, social security numbers, medical record numbers, vehicle identifiers, license numbers, and all other identifiers of an individual, or of the individual’s relatives, employers, or household members described in Section 164.514(b)(2).

**“Individual”** means the person who is the subject of PHI and shall include a person who qualifies as a personal representative under 45 C.F.R. Section 164.502(g).



**“Integrity”** means the property that data or information have not been altered or destroyed in an unauthorized manner, and that data from one system is consistently and accurately transferred to other systems, as set forth at 45 C.F.R. § 164.304.

**“Part 2”** means the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations set forth at 42 USC §290dd-2 and 42 CFR Part 2.

**“Physical Safeguards”** means safeguards consisting of physical measures, policies, and procedures to protect electronic information systems and related buildings and equipment, from natural and environmental hazards and unauthorized intrusion.

**“Protected Health Information”** or **“PHI”** means individually identifiable health information created, maintained, transmitted or received by Business Associate from or on behalf of a Covered Entity that relates to the past, present, or future physical or mental health or condition of an Individual, the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual, as set forth at 45 C.F.R. § 160.103. PHI can be oral, written, electronic, or recorded in any other form. All references to “Protected Health Information” or “PHI” in this Agreement include Electronic Protected Health Information (ePHI).

**“Privacy Regulations”** means the rules set forth primarily at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

**“Qualified Service Organization”** or **“QSO”** means a person or entity that provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy and has entered into an agreement with a Part 2 program.

**“Required by Law”** means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law, as set forth at 45 C.F.R. § 164.103. Required by Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

**“Secretary”** or **“HHS Secretary”** means the Secretary of the Department of Health and Human Services (“HHS”).

**“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, as set forth at 45 C.F.R. § 164.304. The term “Security Incident” is very broad and includes attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

**“Security Measures”** relates to the means (process and technology) by which a Covered Entity and/or Business Associate protect the privacy and security of information, as set forth at 45 C.F.R. § 164.304. Security Measures keep information secured, and decrease the means of tampering,

destruction, or inappropriate access. Security Measures encompass all of the administrative, physical, and technical safeguards in an information system.

**“Security Regulations”** means the rules set forth primarily at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

**“Subcontractor”** means a person or entity to whom the Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of the Business Associate, whether by written agreement or otherwise.

**“Technical Safeguards”** means safeguards consisting of technology and the policy and procedures for the use of the technology that protect ePHI and control access.

**“Unsecured PHI”** means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued under section 13402(h)(2) of HITECH on the HHS Web site.

## **1. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

1.1 Business Associate agrees not to use or disclose PHI (“PHI”) except as permitted or required by this Agreement or as Required by Law. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

1.2 Business Associate and its agents or Subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA, the HIPAA Regulations and HITECH.

1.3 Business Associate agrees to use appropriate safeguards and comply with the applicable requirements of the HIPAA Regulations, including 45 CFR Subpart C with respect to ePHI and Subpart E of 45 CFR with respect to PHI. This shall include, without limitation, using appropriate Security Measures and developing, implementing, maintaining and using appropriate and reasonable Administrative, Physical, and Technical Safeguards for the privacy and security of PHI to ensure the Integrity, Confidentiality and Availability of, and to prevent non-permitted uses and disclosures of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate further acknowledges and agrees that pursuant to HITECH it will implement and document its Security Measures and will comply with 45 C.F.R. sections 164.306 (Security Standards), 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.314 (Organizational Safeguards), and 164.316 (Policy and Procedures and documentation requirements), and all other applicable requirements of HIPAA, the HIPAA Regulations, HITECH and other applicable privacy and security laws. Business Associate agrees to adopt the technology and methodology standards provided in guidance issued by the HHS Secretary pursuant to HITECH.

1.4 Business Associate agrees to take prompt action to correct any deficiencies and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an access, use, disclosure, modification or destruction of PHI by Business Associate, its agents or Subcontractors, if any, in violation of the requirements of this Agreement.

1.5 Business Associate agrees to promptly notify Covered Entity within forty-eight (48) hours of any access, use, disclosure, modification or destruction of PHI not provided for by this Agreement or that is in violation of the requirements of this Agreement, and to provide Covered Entity or its designee such information as may be reasonably requested by Covered Entity to investigate the violation. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. If Business Associate

has been requested orally or in writing by law enforcement officials that notification of affected Individuals of a Breach may impede a criminal investigation, Business Associate shall so inform Covered Entity. In the event of a Breach of PHI caused by Business Associate or anyone acting on its behalf, Business Associate shall be responsible for all costs and expenses of responding to the Breach, including without limitation, the costs of notifying Individuals of the Breach. Nothing in this section shall limit any other rights or remedies of Covered Entity.

1.6 Business Associate further agrees to provide a report in writing to Covered Entity within ten (10) days of, and to cooperate with Covered Entity in investigating and resolving, any of the following as they relate to PHI under this Agreement:

- (i) Any unauthorized access, use, disclosure, modification or destruction of PHI of which Business Associate becomes aware;
- (ii) Any Security Incident of which Business Associate becomes aware; or
- (iii) Any Breach or potential Breach of Unsecured PHI of which Business Associate becomes aware. In such event, Business Associate will document its investigation and provide such additional information as may reasonably be requested to enable Covered Entity to determine the extent to which the PHI has been compromised. Notice to affected Individuals will be made by or at the direction of Covered Entity at Business Associate's expense.

The written report from Business Associate required by this Section shall set forth the following:

- (i) A brief description of what happened, including the date of any unauthorized access, use, disclosure, modification or destruction, and, if known, the date of Discovery, the number of individuals affected, the time period involved, and the nature and extent of any harm resulting from the violation;
- (ii) A description of the type(s) of PHI and Identifiers involved (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, and other types of information were involved);
- (iii) Information regarding whether and to what extent the PHI was Unsecured PHI, Encrypted, or was rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued under section 13402(h)(2) of HITECH on the HHS Web site;
- (iv) A description of the manner in which the PHI could be identified or, if known, how and whether the PHI could be re-identified;
- (v) To the extent possible, the name of each Individual whose PHI has been, or is reasonably believed to have been accessed, used, disclosed, modified or destroyed;
- (vi) To the extent possible, the name of the unauthorized person and entity who used the PHI or to whom the disclosure was made;
- (vii) To the extent possible, whether the unauthorized person or entity is another covered entity, business associate, employee of Business Associate, Subcontractor or entity affiliated with Business Associate;
- (viii) Whether any opportunity existed for an unauthorized person to acquire, view, transfer or otherwise compromise the PHI;
- (ix) Whether the PHI was actually acquired, viewed, transferred or otherwise compromised by an unauthorized person;
- (x) Any steps Individuals should take to protect themselves from potential harm resulting from the unauthorized access, use, disclosure, modification or destruction of PHI; and
- (xi) A description of what the Business Associate is doing to investigate, mitigate harm to Individuals, and protect against any further unauthorized access, use, disclosure, modification or destruction of PHI.

1.7 Business Associate agrees that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate or Covered Entity will enter into in an

enforceable written HIPAA-compliant business associate agreement requiring that the Subcontractor:

(a) agrees to comply with the HIPAA Privacy Regulations, HIPAA Security Regulations, HITECH law, and other applicable state, Federal and local laws and regulations related to privacy and security of PHI, including ePHI;

(b) agrees to the same restrictions, reporting and contracting obligations, and conditions that apply in this Agreement to Business Associate with respect to PHI including, by way of example and without limitation, that the Subcontractor develop, implement, maintain and use appropriate and reasonable Security Measures and Administrative, Physical, and Technical Safeguards for the privacy and security of PHI to ensure the Integrity, Confidentiality and Availability of, and prevent non-permitted access, use, disclosure, modification or destruction of PHI, including ePHI; that the Subcontractor enter into business associate agreements with its subcontractors that create, receive, maintain or transmit PHI on behalf of Subcontractor, Business Associate or Covered Entity; and that the Subcontractor adopt a HIPAA compliance program and policies and procedures.

If Business Associate becomes aware of a pattern of activity or practice of a Subcontractor that constitutes a material breach of their written business associate agreement, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the contract.

1.8 Business Associate shall provide notice within ten (10) days of the receipt of a request from an Individual (or their authorized personal representative) for access to, amendment to, an accounting of disclosures of, a copy or electronic copy of, or a restriction on the use or disclosure of PHI.

1.9 Business Associate agrees to provide access to and copies of PHI maintained in a Designated Record Set to Covered Entity or, when requested in writing by Covered Entity, to an Individual in order for Covered entity to meet the requirements of 45 C.F.R. §164.524. Business Associate shall provide access to and copies of PHI in a reasonable time, not to exceed fifteen (15) days (unless the parties reasonably agree otherwise in writing) and in a reasonable manner. If requested by Covered Entity or an Individual, Business Associate shall provide access to ePHI to Covered Entity or, when requested in writing by Covered Entity, to an Individual in the electronic form and format requested by Covered Entity or by the Individual, as applicable, if it is readily producible and, if not, in a readable electronic form and format as agreed by the Covered Entity or Individual, as applicable.

1.10 Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Regulations. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity in writing unless such notification would be contrary to law.

1.11 Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity determines is required to enable Covered Entity to comply with 45 C.F.R. §164.526. Except for good cause shown in writing to Covered Entity, Business Associate shall act upon Covered Entity's request for an amendment within thirty (30) days of receipt Covered Entity's request.

1.12 Business Associate agrees to identify, track and document disclosures of PHI and other information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide the information collected to Covered Entity or to an Individual when requested by Covered Entity, in writing and not later than thirty (30) days after receiving a request under this subsection, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Upon

written request, Business Associate shall furnish to Covered Entity a copy of its policies or procedures that it has, and will maintain, that describe how it carries out its obligations under this subsection.

1.13 Business Associate agrees that if it has a legal obligation to disclose any PHI, it will notify Covered Entity as soon as reasonably practicable after it learns of such obligation, sufficiently in advance of the proposed release date such that the rights of Covered Entity and the Individual to whom the PHI relates would not be prejudiced. If Covered Entity or the Individual objects to the release of such PHI, Business Associate will allow Covered Entity and/or the Individual to exercise any legal rights or remedies Covered Entity and/or the Individual might have to object to the release of the PHI, and Business Associate agrees to provide such assistance as Covered Entity or the Individual may reasonably request in connection therewith.

1.14 Part 2 Provisions:

- (i) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.
- (ii) Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.
- (iii) Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

2. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

2.1 General Use and Disclosure Provision. Business Associate agrees to use or disclose PHI only as permitted or required for the purpose of performing its obligations under the Services Agreement, provided such use or disclosure of PHI would not violate the HIPAA Regulations if done by Covered Entity, including the minimum necessary requirements in the HIPAA Regulations and Subpart E of 45 CFR Part 164, or violate the terms of this Agreement.

2.2 Specific Use and Disclosure Provisions:

- (i) Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the Confidentiality of the information has been breached.
- (ii) Only when specifically authorized by Covered Entity in writing separate from this Agreement or in accordance with a specific provision of the Services Agreement, Business Associate may use PHI: (a) to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B); or (b) to create de-identified health information in accordance with 45 C.F.R. §164.514.
- (iii) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

2.3 Offshore PHI Prohibition. Without express written consent from Covered Entity, Business Associate shall not, and shall ensure that its agents or Subcontractors shall not, a) disclose,

transmit, create or maintain any PHI outside of the United States, or b) access, use, maintain, transmit, create, receive or disclose PHI while outside of the United States.

### 3. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices, prepared for compliance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.4 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

### 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be effective as of the Effective Date, and shall terminate after the exercise of any of the termination provisions set forth below and when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity and no copies of PHI are retained, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

4.2 Termination by Covered Entity. Covered Entity may immediately terminate this Agreement and any Services Agreement if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may provide Business Associate with thirty (30) days written notice of the existence of an alleged material breach and afford Business Associate an opportunity to cure upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate must cure said breach to the satisfaction of the Covered Entity. Failure to cure in the manner set forth in this Section is grounds for the immediate termination of this Agreement and any Services Agreement. Nothing contained herein shall be deemed to require Covered Entity to terminate this Agreement if termination is not feasible.

4.3 Termination by Business Associate. If Business Associate makes the determination that a condition material to the performance of this Agreement has changed under any Services Agreement or this Agreement, or that Covered Entity has breached a material term of this Agreement, Business Associate may provide (30) days notice of its intention to terminate this Agreement and the Services Agreement. Business Associate agrees, however, to cooperate with Covered Entity find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as any Services Agreement is in effect.

4.4 Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the last Service Agreement in effect between the parties.

4.5 Effect of Termination. Upon any termination pursuant to this Section or otherwise, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(ii)(J) if it is feasible to do so, and shall not retain any copies of the PHI. If return or destruction is not feasible, Business Associate will notify Covered Entity in writing, including: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI, and (ii) the specific

reason(s) for such determination, which reason(s) must be agreed to by Covered Entity. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. Business Associate further agrees to recover any PHI in the possession of its Subcontractors or agents and to return or destroy the PHI as set forth in this Section; if infeasible, Business Associate must provide a written explanation to Covered Entity and require the Subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the Subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

## 5. INSURANCE AND INDEMNIFICATION

### INSURANCE AND INDEMNIFICATION

Business Associate shall maintain or cause to be maintained Professional / Technology Liability insurance and Network Security & Privacy Liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the services provided under this agreement, as well as all Business Associate costs, including damages it is obligated to pay Covered Entity or any third party, which are associated with any Security Breach (as hereafter defined) or loss of Confidential or Personal Information, regardless of cause (including, without limitation, Vendor negligence or gross negligence and unlawful third party acts). Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Information was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Information was lost or compromised; (c) costs associated with third party claims arising from the Security Breach or loss of Personal Information, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs. Such insurance shall provide coverage for up to \$10,000,000.00 (10 million dollars). For the purposes of this Section, " Security Breach" means (1) the failure by the Business Associate to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Business Associate of: (a) Personal Information in any format or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Business Associate's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Business Associate in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data. Business Associate shall indemnify, defend and hold harmless Covered Entity and its parent corporation, subsidiaries and related entities, their directors, officers, agents, servants, and employees (collectively "the Indemnitees") from and against all claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of any breach or alleged breach of the terms of this Agreement by Business Associate or any agent or Subcontractor of Business Associate.

Nothing herein shall limit any obligations of Business Associate to indemnify and provide insurance as set forth in the Services Agreement or otherwise, and no terms of the Services Agreement or any other agreement between the parties shall limit the requirements of this Section.

## 6. NOTICE

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt of attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; (c) overnight delivery service with proof of delivery; or (d) facsimile with return facsimile acknowledging receipt. Except as otherwise herein provided notices shall be sent to the address below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: CEO

If to Business Associate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 7. AUDITS

Business Associate shall audit its compliance with the requirements of this Agreement at least annually during the term of this Agreement (and more frequently as needed in order to address operational or electronic systems changes) including without limitation, its Security Measures and its Administrative, Physical, and Technical Safeguards. Business Associate agrees that in the event of a Breach or other violation of this Agreement by Business Associate, or any agent or Subcontractor of Business Associate, Covered Entity may have an assessment of compliance conducted utilizing a third party designated by Covered Entity, at Business Associate's expense, and Business Associate shall reasonably cooperate with Covered Entity to implement corrective actions. When Covered Entity has a reasonable, good faith belief that there has been a Breach or other violation of this Agreement, Covered Entity may have such third party assessment conducted at Covered Entity's expense, and if a Breach or violation is found, Business Associate shall be responsible for the costs of the third party assessment, and shall reasonably cooperate with Covered Entity to implement corrective actions. Business Associate shall make such audits, assessments, and related documentation available for review by Covered Entity upon request. Nothing in this Section 7 shall limit any other rights or remedies of Covered Entity.

## 8. MISCELLANEOUS

8.1 Regulatory References. A reference in this Agreement to a section in the Code of Federal Regulations ("C.F.R.") means the section as in effect as of the effective date of this Agreement, or as thereafter amended.

8.2 Independent Contractor. The parties to this Agreement are independent contractors in carrying out the duties and obligations of this Agreement. This Agreement is not intended, and shall not be construed, to create any relationship between the parties that would allow



one party to exercise direction or control over the manner or method by which the other party performs services, duties or obligations under this Agreement.

8.3 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with legal requirements including, without limitation, the requirements of HIPAA, the HIPAA Regulations and the HITECH Act. Except as provided specifically herein, this Agreement may not be modified or amended except by an instrument in writing declared to be an amendment hereto and executed by both parties.

8.4 Survival. The respective rights and obligations of each party under Sections 1.4, 1.5, 1.6, 1.8, 1.10, 4, 5, 6, 7, 8.4, 8.8, and 8.10 of this Agreement shall survive the termination of this Agreement.

8.5 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA, the applicable HIPAA Regulations, the HITECH Act and related statutory provisions and regulations.

8.6 No Third Parties. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns. There are no third parties to this Agreement and nothing herein is intended for the benefit of a third person.

8.7 Coordination of Documents. In the event of a conflict between a provision of this Agreement and a provision of a Services Agreement, the provision of this Agreement shall control.

8.8 Choice of Law. This Agreement shall be governed and construed by applicable federal law and by the laws of the state where Covered Entity is physically located without regard to laws relating to choice of law or conflicts of law.

8.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties on this subject matter and supersedes all other proposals, understandings or agreements, whether written or oral, regarding the subject matter hereof, including any prior Business Associate Agreement.

8.10 Disputes. If any controversy, dispute, or claim arises between the parties with respect to this agreement, the parties shall make good faith efforts to resolve such matters informally.

8.11 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the statutes and regulations cited herein will be adequate or satisfactory for Business Associate's own purposes. Business associate is solely responsible for adequately safeguarding PHI in accordance with applicable law.

## 9. FURTHER ASSURANCES

The parties agree that from time to time they will amend the Agreement to account for changes in the applicable law or regulations including, without limitation, those arising out of the HITECH Act or other applicable acts and regulations subsequently promulgated and that, on and after the effective date of this Agreement, such then applicable provisions shall be incorporated by reference into the Agreement as written until such time as the parties may amend the Agreement to otherwise specifically provide for the subject matter of such provisions but in no case for a period longer than one year from the effective date of any such statutory or regulatory provision, during which time the parties shall negotiate further assurances in good faith.

**[Remainder of Page Left Intentionally Blank]**

**IN WITNESS WHEREOF**, the parties hereto hereby set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_(BUSINESS ASSOCIATE)

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_(COVERED ENTITY)

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROPOSED ACTION:**

THAT THE BOARD APPROVE THE RENEWAL OF THE CLINICAL  
AFFILIATION AGREEMENT WITH RML SPECIALTY HOSPITAL FOR  
NURSING STUDENT CLINICALS

**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:** NONE

**ATTACHMENT:** RESOLUTION  
SIGNED AGREEMENT BY FACILITY

**RESOLUTION ADOPTING AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE, COMMUNITY COLLEGE DISTRICT 527  
AND  
RML SPECIALTY HOSPITAL**

**WHEREAS**, Morton College, Community College District No. 527 (“Morton”) is a public agency of the State of Illinois; and

**WHEREAS**, Section 10 of Article VII 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 individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

**WHEREAS**, RML Specialty Hospital, a long-term acute care hospital (the “Facility”), 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**, Morton desires to enter into an Affiliation Agreement with the Facility to allow its students in the Program to do required clinical work (*i.e.* internship/s) with the Facility, and said Affiliation Agreement is attached hereto as Exhibit A and hereinafter referred to as the “Agreement”; and

**WHEREAS**, the Facility desires to enter into the Agreement with Morton to allow Morton students to do clinical work with the Facility; and

**WHEREAS**, based on the foregoing, the Board of Trustees of the Community College District No. 527 (the “Board”) has determined that it is in the best interest of Morton to enter into this Agreement with the Agency to allow the students to do the required clinical work with the Agency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board that:

1. The form, terms and provisions of this Agreement attached hereto as Exhibit A are hereby approved in substantially the same form as provided therein, with such insertions, omissions and changes as shall be approved by the Board Chair, Morton President or Attorney executing the same, the execution of such document being conclusive evidence of such approval;

and the Morton Board Chair and Morton President are hereby authorized and directed to execute and the Morton Board Secretary is hereby authorized and directed to attest and countersign the Agreement and any and all such documents as may be necessary to carry out and effectuate the purpose of this Resolution.

2. The officers, employees and agents of Morton are hereby authorized and directed to take any and all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith.

3. Unless this Resolution is repealed by a majority vote of the Board, the Morton President is authorized and directed to renew the Agreement on substantially the same terms upon the expiration of the Agreement, or terminate the Agreement, whichever is in the best interest of Morton.

4. This Resolution shall be in full force and effect upon passage and approval.

Passed by a vote of \_\_\_\_ ayes and \_\_\_\_ nays at a Regular Meeting of the Board of Trustees held this 27<sup>th</sup> day of April, 2022

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

Attest:

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

# **Standard Clinical Affiliation Agreement**

## **Nursing**

**(Revised) October 2021**

**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  
RML Specialty Hospital**

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**THIS AFFILIATION AGREEMENT** (the “**Agreement**”) is entered into this 25th day of, January, 2022 by, and between LADSE (“the **Facility**”) and Morton College (“the **School**”). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a “**Party**”) and collectively as the “**Parties**”).)

**WHEREAS**, the School desires to utilize various Facility sites (**Exhibit A**) that may be available for the purpose of providing practical learning and clinical experiences (**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 4/1/2022 and terminate on 3/31/2025 unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

## **E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Indemnification.** Each Party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents, students or contractors, or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive expiration, cancellation 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:

RML Specialty Hospital  
5601 County Line Road  
Hinsdale, IL 60521  
Attn: Laurie Forssberg, Director of Learning & OD

With a Copy to:

Facility Legal Counsel:

If to the School:

Stanley Fields, President  
Morton College  
3801 S. Central Avenue  
Attention: Stanley Fields  
Phone: (708) 656-8000

With a Copy to:

The School Legal Counsel at:  
DelGaldo Law Group, LLC  
1441 S. Harlem Ave.  
Berwyn, IL 60402  
(708) 222-7000

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

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.



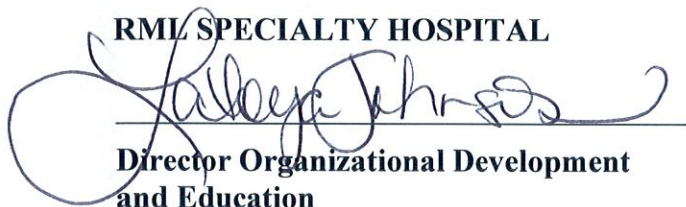
15. **Agreement binding on parties' successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

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

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

For and on behalf of:

**RML SPECIALTY HOSPITAL**

  
\_\_\_\_\_  
**Director Organizational Development  
and Education**

Title: \_\_\_\_\_



Date: \_\_\_\_\_



**MORTON COLLEGE**

\_\_\_\_\_

**President**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Location Of Facility Sites**

**RML SPECIALTY HOSPITAL**

5601S. County Line Road

Hinsdale, IL 60521

**EXHIBIT B**

**List of Programs**

Nursing

Morton College  
3801 S. Central Avenue  
Cicero, IL 60804



## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

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

Facility: \_\_\_\_\_

School: \_\_\_\_\_

Program: \_\_\_\_\_

#### Facility requires:

	Yes	No
1. Proof of student professional and general liability insurance (paragraph A.2)	<input type="checkbox"/>	<input type="checkbox"/>
2. Proof of comprehensive health insurance (paragraph A.2)	<input type="checkbox"/>	<input type="checkbox"/>
3. Verification that students have met requirements for: (paragraph A.4)		
a. Negative annual TB test or chest x-ray	<input type="checkbox"/>	<input type="checkbox"/>
b. Rubella, Rubeola and Mumps with proof of immunization or titer	<input type="checkbox"/>	<input type="checkbox"/>
c. Varicella with proof of immunization or titer	<input type="checkbox"/>	<input type="checkbox"/>
d. Hepatitis B with proof of disease/immunization or immunity by titer	<input type="checkbox"/>	<input type="checkbox"/>
e. Current American Heart Association Healthcare Provider CPR card	<input type="checkbox"/>	<input type="checkbox"/>
f. OSHA compliance for prevention of transmission of bloodborne pathogens and TB	<input type="checkbox"/>	<input type="checkbox"/>
g. Covid-19 Vaccination	<input type="checkbox"/>	<input type="checkbox"/>
h. Other _____		<input type="checkbox"/>
4. Criminal background check (paragraph A.5)	<input type="checkbox"/>	<input type="checkbox"/>
If yes, type of check _____		
5. Drug screen (paragraph A.5)	<input type="checkbox"/>	<input type="checkbox"/>
If yes, type of screening _____		
6. Acceptance of faith-based provision addendum (if included)	<input type="checkbox"/>	<input type="checkbox"/>
7. Evidence of relevant faculties' certifications or licensures (paragraph E.3)	<input type="checkbox"/>	<input type="checkbox"/>
8. Additional insurance coverage (paragraph E.2)	<input type="checkbox"/>	<input type="checkbox"/>
If yes, type of insurance and coverage required _____		
<hr/>		
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 NURSING KAPLAN 29,500.00 FROM 02/01/2022 - 08/31/2022

**RATIONALE:** This Product provides a variety of the instructional pdf to students for product access. It helps prepare them for the NCLEX and the Nursing Program. 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:** \$29,500.00

**ATTACHMENT:**



Morton College  
(Invoice # 3148-1833





Invoice No.  
**3148-18332-2**

Kaplan, Inc  
P.O. Box 203930  
Dallas, TX 75320-3930

SID: 1831358171

Invoice Date: 04/11/2022  
Due Date: 05/11/2022  
Amount Due: \$ 29,500.00

SCHOOL:

Morton College  
3801 S Central Ave  
Cicero, IL 60804

Lauren Caruso  
708-656-8000  
lauren.caruso@morton.edu

AP CONTACT:

Lauren Caruso  
708-656-8000  
lauren.caruso@morton.edu

May 2022 w CAT and UNE - ODWC22021

START DATE	END DATE	EID	BILLABLE	FINAL COUNT	PRICE	AMOUNT
2022-02-01	2022-08-31	1306724265	118	118	\$ 250.00	\$ 29,500.00
					Subtotal:	\$ 29,500.00

**TOTAL: \$ 29,500.00**

REMITTANCE:

Kaplan, Inc  
P.O. Box 203930  
Dallas, TX 75320-3930

WIRE TRANSFER REMITTANCE INSTRUCTIONS:

Wells Fargo Bank, NA  
ABA Number: 121000248  
SWIFT Code: WFBIUS6S  
Account Number: 4122097512  
Account Name: KTPA Depository

Please include the Invoice Number on your remittance payment.

**This is a revised invoice and cohort counts are now final**

# **MORTON COLLEGE BOARD OF TRUSTEES**

## **REQUEST FOR BOARD ACTION**

**PROPOSED ACTION:** Approval of the transfer of title for a vehicle from FORD Co. to Morton College for its continued use in the Automotive Technology Program.

**RATIONALE:** [Required by Board Policy #5.6, 5.8].

**COST ANALYSIS:** NONE.

**ATTACHMENTS:** Power of Attorney form attached.





March 10, 2022

MORTON COLLEGE  
3801 S. CENTRAL AVE.  
CICERO, IL 60804

ATTN: Don Sykora

RE: TCEP Vehicle Title  
2009 Ford Focus  
VIN: 1FAHP36NX9W136106  
CASE# 423818

Please find enclosed paperwork to settle the above mentioned donation. Please complete the highlighted fields on the following documents:

- Power of Attorney

We also will require a copy of the driver's license and business card for whoever signs the documents in order for the vehicle to be titled to Morton College. For your convenience, we have provided a postage-paid and pre-addressed FedEx envelope.

If you have any questions please call 877-477-1022.

Sincerely,

Ford RAV Headquarters

Enclosures

CASE# 423818

# Power of Attorney

**THIS FORM MUST BE NOTARIZED!**

I, Morton College, in the city of \_\_\_\_\_, in the county of \_\_\_\_\_, in the state of \_\_\_\_\_, do hereby expressly constitute and appoint, \_\_\_\_\_, Ford Motor Company Legal Case Manager, or authorized designee (hereafter "Ford Motor Company"), 2717 Schust Road, Saginaw, MI 48603, as my true and lawful attorney-in-fact regarding one 2009 Focus with Vehicle Identification Number 1FAHP36NX9W136106 and its title, to (a) apply for new and/or valid replacement title if such is necessary because, for example, the existing vehicle title is subsequently lost or misplaced and/or make corrections and/or (b) changes to the title if such is subsequently necessary.

I do hereby give said attorney-in-fact full power and authority to do everything necessary to ensure that Ford Motor Company has a valid title to the vehicle, as fully as I could or might do if personally present, with full power of substitution and revocation, hereby confirming and ratifying all that said attorney-in-fact shall lawfully do or cause to be done hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

The above named individual(s) personally appeared and acknowledged the foregoing to be such individual(s) free act and deed, before me.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

Case# 423818

# Power of Attorney

**THIS FORM MUST BE NOTARIZED!**

I, Morton College, in the city of \_\_\_\_\_, in the county of \_\_\_\_\_, in the state of \_\_\_\_\_, do hereby expressly constitute and appoint, \_\_\_\_\_, Ford Motor Company Legal Case Manager, or authorized designee (hereafter "Ford Motor Company"), 2717 Schust Road, Saginaw, MI 48603, as my true and lawful attorney-in-fact regarding one 2009 Focus with Vehicle Identification Number 1FAHP36NX9W136106 and its title, to (a) apply for new and/or valid replacement title if such is necessary because, for example, the existing vehicle title is subsequently lost or misplaced and/or make corrections and/or (b) changes to the title if such is subsequently necessary.

I do hereby give said attorney-in-fact full power and authority to do everything necessary to ensure that Ford Motor Company has a valid title to the vehicle, as fully as I could or might do if personally present, with full power of substitution and revocation, hereby confirming and ratifying all that said attorney-in-fact shall lawfully do or cause to be done hereunder.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

The above named individual(s) personally appeared and acknowledged the foregoing to be such individual(s) free act and deed, before me.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

State: \_\_\_\_\_

County: \_\_\_\_\_

Case# 423818

**PROPOSED ACTION:** That the board approve the membership with the Berwyn Development Corporation Tier 6: Trustee Membership, fy2022.

**Rationale:** *[Required by Board Policy 5.3.1 and Chapter 110, Act 805, Section 3.27.1 of the Illinois Compiled Statutes].*

Morton College continues to grow and expand its partnerships that will bring more awareness to our institution. The membership will provide access to marketing and promotion, workforce development, philanthropy opportunities and relationship building.

**COST ANALYSIS:** \$2,000 **ATTACHMENT:** Invoice



**Berwyn Development Corporation**  
3322 South Oak Park Avenue, 2nd Floor  
Berwyn, IL 60402  
(708) 788-8100 | info@berwyn.net

## Invoice

Invoice Date: 2/4/2022  
Invoice Number: 21496

Morton College  
Blanca E Jara  
3801 S Central Ave  
Cicero, IL 60804

**PAST DUE**

Terms	Due Date
Due on receipt	2/4/2022

Description	Quantity	Rate	Amount
Tier 6: Trustee	1	\$2,000.00	\$2,000.00

**Total:** \$2,000.00  
**Payment/Credit Applied:** \$0.00  
**Balance:** \$2,000.00

You or your organization's subscription will be automatically renewed by the Berwyn Development Corporation in advance of the renewal date unless you or your organization include that you do not wish you or your organization's membership to be automatically renewed.

**Please return this portion with your payment. Billing inquiries? Call 708-788-8100.**

Please let us know if your address or other information has changed.

**Member Name:** Morton College

**Invoice #:** 21496

**Payment Amount:** \$ \_\_\_\_\_

**Payment Method:** ☐ Check # \_\_\_\_\_ ☐ Credit Card

Make all checks payable to **Berwyn Development Corporation** or enter credit card information below.

*We accept Visa and MasterCard. Enter Credit Card Billing Address (inc. zip code)*

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV Code (3 digits on back of card) \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

**PROPOSED ACTION:** That the board to approve Michael Kautz Carpets and Design, Inc., the lowest responsible bidder for the Wall Base Replacement project, in the amount of \$201,720.

**RATIONALE:** To replace wall base

**COST ANALYSIS:** \$201,720

**ATTACHMENT:** Letter of Recommendation and bid tab



DEMONICA KEMPER ARCHITECTS

125 North Halsted Street, Suite 301 Chicago, Illinois 60661 T 312.496.0000 | F 312.496.0001  
www.dka-design.com

April 14, 2022

Dr. Stan Fields, President  
Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

Re: Morton College  
Wall Base Replacement  
Letter of Recommendation to Award a Construction Contract

Dear Dr. Fields:

Bids were received on the above referenced project at Morton College at 11:00 am on April 14, 2021. Three (3) bidders were Bidders of Record and Two (2) bid was received.

Demonica Kemper Architects has reviewed the qualifications and scope of work with the low bid contractor, Michael Kautz Carpets and Design, and has found no evidence which would disqualify them from being awarded the contract for this work. Demonica Kemper Architects, therefore, recommends that the Board of Trustees of Morton College consider awarding the contract for construction to:

**Michael Kautz Carpets and Design, Inc.**  
**730 East Northwest Highway**  
**Mount Prospect, Illinois 60056**

The contract amount shall include the Base Bid and Alternate Bid 2 for a total contract amount of **\$201,720.00**, and all work shall be substantially complete as indicated in the bidding documents

If you have any questions concerning the bidding of the Morton College Wall Base Replacement project, please do not hesitate to call. We look forward to working with the College toward the successful completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'F Carello', is written over a light blue horizontal line.

Frank Carello, Assoc. AIA, LEED AP  
Senior Associate

Attachments: Bid Tabulation Form

Bidder	Addenda Included  Addendum 1	Bid Documents Submitted								Bid Amounts Submitted		
		00 04 00	00 04 10	00 04 40	00 04 85	00 04 87	00 04 88	00 04 89	00 04 95	Base Bid	Alternate 1 (Deduct)	Alternate 2 (Add)
<del>Bee Liner Lean Services</del>										No Bid		
Lo Destro Construction Company	X	X	X	X	X	X	X	X	X	\$ 215,000	\$ -	\$ 7,000
Michael Kautz Carpets and Design	X	X	X	X	X	X	X	X	X	\$ 196,625	\$ -	\$ 5,095

**Alternate 1:** DEDUCT amount to eliminate the liquidated damages clause from the contract.

**Alternate 2:** ADD Provide and Install wall base in Building E Phase 3 as indicated on drawings.

**00 04 00** - Bid Form

**00 04 10** - Bid Bond

**00 04 40** - Substitution Sheet

**00 04 85** - Certificate of Compliance w/ Illinois Drug-Free Workplace

**00 04 87** - Certificate of Compliance w/ Illinois Human Rights Act

**00 04 88** - Certificate Regarding Criminal Background Investigations

**00 04 89** - Authorization for Criminal Background Investigation

**00 04 95** - Bidder Eligibility Certification and Non-Collusion Affidavit



**PROPOSED ACTION:** That the board to approve A&M Fence, Corp., the lowest responsible bidder for the Hawthorne Field Fence Replacement project, in the amount of \$260,000.

**RATIONALE:** To replace fence at Hawthorne Field

**COST ANALYSIS:** \$260,000

**ATTACHMENT:** Letter of Recommendation and bid tab



DEMONICA KEMPER ARCHITECTS

125 North Halsted Street, Suite 301 Chicago, Illinois 60661 T 312.496.0000 | F 312.496.0001  
www.dka-design.com

April 18, 2022

Dr. Stan Fields, President  
Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

Re: Morton College  
Hawthorne Field Fence Replacement  
Letter of Recommendation to Award a Construction Contract

Dear Dr. Fields:

Bids were received on the above referenced project at Morton College at 11:30 am on April 14, 2021. Four (4) bidders were Bidders of Record and only **ONE (1)** bid was received.

Demonica Kemper Architects has reviewed the qualifications and scope of work with the low bid contractor, A&M Fence, Corp., and has found no evidence which would disqualify them from being awarded the contract for this work. Demonica Kemper Architects, therefore, recommends that the Board of Trustees of Morton College consider awarding the contract for construction to:

**A&M Fence, Corp.**  
**3114 S. 61<sup>st</sup> Ave.**  
**Cicero, Illinois 60804**

The contract amount shall include the Base Bid work for a total contract amount of **\$260,000.00**, and all Work shall be substantially complete as indicated in the bidding documents

If you have any questions concerning the bidding of the Morton College Hawthorne Fields Fence Replacement project, please do not hesitate to call. We look forward to working with the College toward the successful completion of this project.

Sincerely,

Frank Carello, Assoc. AIA, LEED AP  
Senior Associate

Attachments:

Bid Tabulation Form  
Contractor Bid Clarification Letter

Bidder	Addenda Included	Bid Documents Submitted								Bid Amounts Submitted	
	Addendum 1	00 04 00	00 04 10	00 04 40	00 04 85	00 04 87	00 04 88	00 04 89	00 04 95	Base Bid	Alternate 1 (Deduct)
A&M Fence Corp.	X	X	X	X	X	X	X	X	X	\$ 260,000	\$ -
<del>Bee Liner Lean Services</del>										No Bid	
<del>Construction Inc.</del>										No Bid	
<del>Lo Destro Construction</del>										No Bid	

**Alternate 1:** DEDUCT amount to eliminate the liquidated damages clause from the contract.

**Alternate 2:** N/A

**00 04 00** - Bid Form

**00 04 10** - Bid Bond

**00 04 40** - Substitution Sheet

**00 04 85** - Certificate of Compliance w/ Illinois Drug-Free Workplace

**00 04 87** - Certificate of Compliance w/ Illinois Human Rights Act

**00 04 88** - Certificate Regarding Criminal Background Investigation

**00 04 89** - Authorization for Criminal Background Investigation

**00 04 95** - Bidder Eligibility Certification and Non-Collusion Affidavit



## A & M Fence Corp.

3114 S. 61<sup>st</sup> Ave. Cicero, IL 60804

Office: 708-780-0500 Fax: 708-780-0600

E-mail: [amfencechicago@att.net](mailto:amfencechicago@att.net)

Website: [www.amfencecorp.com](http://www.amfencecorp.com)

To Whom it may concern:

I understand a mistake was made on the Bid Form section 41 13 page two at the Liquidated Damages clause from contract which was supposed to be \$ 0.00 instead of the \$ 260,000.00 wrote on that specific bid line.

A&M Fence Corp. will honor and willing to complete the fence work at Hawthorne Field for \$ 260,000.00 stated on Bid Form 41 13 page One.

Please accept my apologies for the mistake and any inconvenience that this may cause to the Bid process, hoping this will be acceptable to keep us in mind for this project and look forward to doing business together.

Respectfully

Jesus M. Rodriguez

Liquidated Damages clause from the contract.

TOTAL ALTERNATE NO. 1 \$ 0.00

## PART 2 - ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, we will:

- A. Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B. Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in the Supplementary Conditions.
- C. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Supplementary Conditions.
- D. Commence work as established by the written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Security Deposit shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## PART 3 - CONTRACT TIME

If the Bid is accepted, we will:

Complete the work in manner consistent to meet the requirements of the schedule.

Contractor has examined the Schedule included in these documents and takes no exception, or records the following exceptions:

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## PART 4 - CONTRACTOR'S FEES FOR CHANGES IN THE WORK

Lump Sum of Time and Materials Changes: We the undersigned bidder agree that the following percentages for overhead and profit shall be added to job costs for the net amount of work added to or deleted from the contract by written lump sum or time and material change orders recommended by the Engineer and approved by the Owner:

Add to net extra for job costs for additional work performed by:

- Our own forces 15%
- Our subcontractor 5% (including assigned subcontractors)

Note: Insurance, bond, and taxes are considered as job cost items and are included in the percentages

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE A ONE YEAR ENGAGEMENT OF THE ACCOUNTING FIRM OF BKD LLP TO PERFORM THE COLLEGE AUDIT FOR FISCAL YEAR 2022, AS SUBMITTED.

**RATIONALE:** [Required by Board Policy 1.5.9]

<b><u>COST ANALYSIS:</u></b>	<u>2022</u> \$87,300
	<u>2021</u> \$81,600
	<u>2020</u> \$81,600
	<u>2019</u> \$81,600

**ATTACHMENTS:** Engagement Letter

March 24, 2022

Board of Trustees  
Morton College, Community College  
District 527  
3801 S. Central Avenue  
Cicero, Illinois 60804

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

**Morton College, Community College District 527**

- Audit Services for the year ended June 30, 2022

### Engagement Fees

The fee for our services will be \$87,300. The fee includes one major program as part of the testing. Each additional major program will have an additional fee of \$5,000. We will waive our administrative fee of five (5) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

### **Additional Costs Related to Implementing New Standards**

Assistance and additional time as a result of the adoption of new standards, such as those listed in the attached **New Auditing and Accounting Standards**, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

### **Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**BKD, LLP**

*BKD, LLP*

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum**, on behalf of **Morton College, Community College District 527**.

BY \_\_\_\_\_  
Frances Reitz, Board of Trustees

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Dr. Stanley Fields, President

DATE \_\_\_\_\_



### **Scope of Services**

The following apply for all services:

**Assistance** Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

**Responsibility for Outcomes** We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

**Additional Costs Related to COVID-19** Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Additional efforts or services may include:

- Accounting and auditing issues such as going concern, other-than-temporary impairment of investments, collectability of receivables, compliance with debt agreements, modification of lease terms, additional major programs subject to Single Audit, etc.

## Audit Services

We will audit the basic financial statements and related notes to the basic financial statements for the following entity with the objective of expressing an opinion on the financial statements; issuing a report on your compliance based on the audit of your financial statements; issuing a report on your internal control over financial reporting based on the audit of your financial statements; expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs; issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs; and issuing a report on your schedule of expenditures of federal awards; and expressing an opinion on the grant program financial statements and issuing a report on compliance with State of Illinois requirements for the applicable grants in accordance with ICCB's Fiscal Management Manual:

**Morton College, Community College District 527** as of and for the year ended June 30, 2022

We will also provide an in relation to opinion for the College's CYEFR required to be submitted in accordance with the *Grant Accountability and Transparency Act (GATA)* (if required).

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as the management's discussion and analysis (MD&A), to supplement the College's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the College's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries with management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by general accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of the College's Proportionate Share of the Net Pension Liability
- Schedule of College's Contributions

We will also express an opinion on whether the following supplementary information ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- State Required Report Section

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or an assurance on that information.

- Introductory Section
- Statistical Section

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards
- We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification

Scott Termine, partner, will oversee and coordinate the engagement. Kimberly Marshall, director, is responsible for supervising the engagement team and authorizing the signing of reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

<b>Entity Name</b>	<b>Party Name</b>
Morton College, Community College District 527	Board of Trustees

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

<b>Our Responsibilities</b>	We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in <i>Government Auditing Standards</i> issued by the Comptroller General of the United States and Title 2 U.S. <i>Code of Federal Regulations</i> (CFR) Part 200, <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i> (Uniform Guidance). Those standards require that we plan and perform the audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error, and the audit of compliance with the types of compliance requirements described in the <i>OMB Compliance Supplement</i> applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.
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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

**Limitations &  
Fraud**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

**Opinion**

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your  
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- For identifying and ensuring compliance with the laws, regulations, contracts, and grants applicable to your activities (including your federal award programs)

- To provide us with:
  - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters
  - Additional information that we may request for the purpose of the audit
  - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written  
Confirmations  
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review  
Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this contract.

**Supplementary  
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

**Implementation of  
New Standards**

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates.

**Assistance with  
Application of  
Standards**

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

## **New Auditing and Accounting Standards**

### **Leases**

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
  - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
  - Documenting any changes from your previous lease recognition and reporting methods
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

## BKD, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **BKD, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from any and all claims which arise from knowing misrepresentations to BKD, or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that BKD's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.



11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

#### **RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION**

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your

agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### **REGULATORY**

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "**BKD, LLP**, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. **BKD, LLP** also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by BKD.

#### **TECHNOLOGY**

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same

force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" ("pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

#### OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.
25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected, however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD.
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control.



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809  
225-922-4600 Phone – 225-922-4611 Fax – [pncpa.com](http://pncpa.com)

Postlethwaite & Netterville and Associates, L.L.C.

## Report on the Firm's System of Quality Control

To the Partners of BKD, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
November 2, 2020

**PROPOSED ACTION:** That the Board Tri-Electronics Change Order No.4 in the amount of \$1,965, as submitted.

**RATIONALE:** To add one (1) camera to Spirit Store

**COST ANALYSIS:** \$1965.00

**ATTACHMENT:** See Attached



communications | security | audio-visual | facility services

## MORTON COLLEGE

### Change Order #4 – Spirit Room Camera Add

February 23, 2022

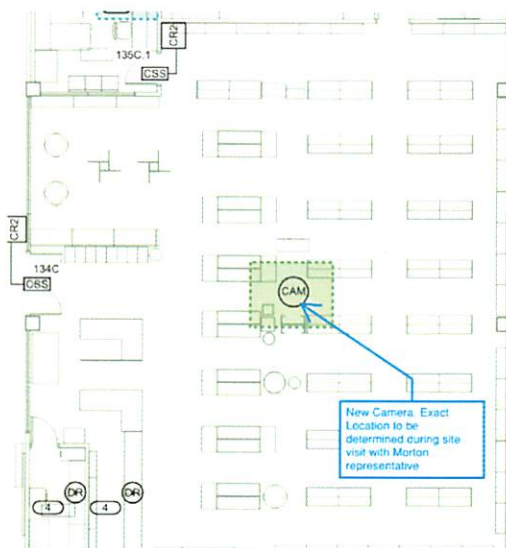
Morton College  
3801 S. Central Avenue  
Cicero, IL 60804

Project: **Morton College Access Control & Security Camera Upgrades Project**  
- **Change Order-4: Spirit Room Camera add.**

Tri-Electronics is pleased to provide the following change order proposal to add (1) additional IP cameras to the campus Spirit Room.

The change order is based on the following:

- Provide and install an Avigilon IP camera.
  - o Spirit Room 134C:
    - Provide and install (1) 5-megapixel IP dome camera in the Spirit Room (134C). The exact location of the new camera shall be determined during a site visit with a Morton College representative.
      - Camera-1: General coverage
    - Provide and install all necessary mounting hardware, cabling, raceway, and software licensing.



**Change Order #4:-----\$1,965.00**

Respectfully Submitted:

Caden Cooper

**PROPOSED ACTION:** For the board to approve the change order for CSI for the Student Services project.

**RATIONALE:** Ceiling enclosure and baseboard

**COST ANALYSIS:** \$75,566.99

**ATTACHMENT:** See attached change order



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** (Name and address)  
Student Services Renovations  
Morton College

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: October 28, 2021

**CHANGE ORDER INFORMATION:**  
Change Order Number: 002  
Date: April 14, 2022

**OWNER:** (Name and address)  
Morton College  
3801 S. Central Ave.  
Cicero, IL 60804

**ARCHITECT:** (Name and address)  
Demonica Kemper Architects, LLC  
125 N. Halsted Street, Suite 301  
Chicago, IL 60661

**CONTRACTOR:** (Name and address)  
Ashlaur Construction Joint Venture  
1595 Valencia Court  
Calumet City, IL 60409

### 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.)

**ACJV #015:** Enclosed void spaces and shafts  
**ADD \$29,541.63**

**ACJV #016:** Install millwork base and shoe in lieu of original rubber base.  
**ADD \$46,025.36**

**TOTAL CHANGE ORDER: ADD \$75,566.99**

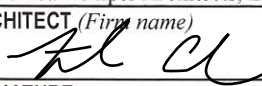
The original Contract Sum was	\$ 2,754,000.00
The net change by previously authorized Change Orders	\$ 69,788.26
The Contract Sum prior to this Change Order was	\$ 2,823,788.26
The Contract Sum will be increased by this Change Order in the amount of	\$ 75,566.99
The new Contract Sum including this Change Order will be	\$ 2,899,355.25

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** (Firm name)

  
**SIGNATURE**

Mr. Frank Carello, Assoc. AIA, LEED  
AP, Senior Associate  
**PRINTED NAME AND TITLE**

4/14/2022  
**DATE**

Ashlaur Construction Joint Venture  
**CONTRACTOR** (Firm name)

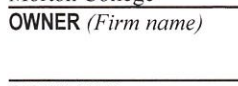
  
**SIGNATURE**

MICHAEL GRANDOLFO, PRESIDENT  
**PRINTED NAME AND TITLE**

4-14-2022  
**DATE**

Morton College

**OWNER** (Firm name)

  
**SIGNATURE**

Dr. Stan Fields, President

**PRINTED NAME AND TITLE**

**DATE**

**PROPOSED ACTION:** That the board to approve Bee Liner Lean Services, the lowest responsible bidder for the Biology Lab Renovations project funded by Title III Grant and HEERF Grant, in the amount of \$598,000.

**RATIONALE:** Upgrade Biology lab

**COST ANALYSIS:** \$126,000 Title III Grant  
\$472,000 HEERF Grant  
\$598,000

**ATTACHMENT:** Letter of Recommendation and bid tab





DEMONICA KEMPER ARCHITECTS

125 North Halsted Street, Suite 301 Chicago, Illinois 60661 T 312.496.0000 | F 312.496.0001  
www.dka-design.com

April 18, 2022

Dr. Stan Fields, President  
Morton College  
3801 South Central Avenue  
Cicero, Illinois 60804

Re: Morton College  
Biology Lab Renovation  
Letter of Recommendation to Award a Construction Contract

Dear Dr. Fields:

Bids were received on the above referenced project at Morton College at 10:30 am on April 14, 2021. Six (6) bidders were Bidders of Record and **Five (5)** bids were received.

Demonica Kemper Architects has reviewed the qualifications and scope of work with the low bid contractor, Bee Liner Lean Services, and has found no evidence which would disqualify them from being awarded the contract for this work. Demonica Kemper Architects, therefore, recommends that the Board of Trustees of Morton College consider awarding the contract for construction to:

**Bee Liner Lean Services  
8401 S. Thomas Ave. A2  
Bridgeview, Illinois 60455**

The contract amount shall include the Base Bid work for a total contract amount of **\$598,000.00**, and all Work shall be substantially complete as indicated in the bidding documents

If you have any questions concerning the bidding of the Morton College Biology Lab Renovation project, please do not hesitate to call. We look forward to working with the College toward the successful completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Carello', is written over a horizontal line.

Frank Carello, Assoc. AIA, LEED AP  
Senior Associate

Attachments:

Bid Tabulation Form  
Contractor Scope Review Email  
Contractor Schedule of Values

Bidder	Addenda Included	Bid Documents Submitted								Bid Amounts Submitted	
	Addendum 1	00 04 00	00 04 10	00 04 40	00 04 85	00 04 87	00 04 88	00 04 89	00 04 95	Base Bid	Alternate 1 (Deduct)
Bee Liner Lean Services	X	X	X	X	X	X	X	X	X	\$ 598,000	\$ 5,000
Blue Reef LLC										No Bid	
Construction Inc.	X	X	X	X	X	X	X	X	X	\$ 830,000	\$ -
Kandu Construction	X	X	X	X	X	X	X	X	X	\$ 838,900	\$ 1,000
Lo Destro Construction Company	X	X	X	X	X	X	X	X	X	\$ 690,000	\$ -
Toler Construction Inc.	X	X	X	X	X	X	X	X	X	\$ 659,467	\$ -

**Alternate 1:** DEDUCT amount to eliminate the liquidated damages clause from the contract.

**Alternate 2:** N/A

**00 04 00** - Bid Form

**00 04 10** - Bid Bond

**00 04 40** - Substitution Sheet

**00 04 85** - Certificate of Compliance w/ Illinois Drug-Free Workplace

**00 04 87** - Certificate of Compliance w/ Illinois Human Rights /

**00 04 88** - Certificate Regarding Criminal Background Investig

**00 04 89** - Authorization for Criminal Background Investigation

**00 04 95** - Bidder Eligibility Certification and Non-Collusion Affi

## Frank Carello

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**From:** MOURAD CHEKHAR <mourad@bee-lean-services.com>  
**Sent:** Monday, April 18, 2022 1:13 PM  
**To:** Frank Carello  
**Cc:** Dominick Demonica  
**Subject:** Re: Morton Bio Lab Project  
**Attachments:** BLLS SCHEDULE OF VALUES (4-18-2022).pdf

Hello Frank-

It was very nice talking to you this morning in regarding to the Morton College Bio Lab project and thank you for your time organizing the meeting as well. We are really excited to finally have a chance to working with Morton College and your organization.

At Bee Liner Lean Services, we feel very comfortable with our bid proposal. Please find attached our Schedule of Values. It reflects our costing details. As you can see that we have covered all divisions. All the items that were brought up during the conference this morning call such as, the polished concrete floor, the fire rated doors, fume hood, fan, pre-and post-balancing tests, electrical conduits to be EMT 3/4" instead of 1/2 inches, new ceiling grides, etc. were all covered and are included in our cost schedule of values.

Finally, please rest assured that Bee Liner Lean Services will safely complete this project in the time allocated. At this time, we are not planning on using any material substitutions. We will have a full-time experienced field superintendent on site. He will be the first person in and last to leave. He will be the point of contact with all site questions/concerns. Looking forward to working with you on this project.

Respectfully,

Mourad.

**Mourad Chekhar, MSc**

*General Manager*

**Bee Liner Lean Services**

8401 S. Thomas Avenue, A2

Bridgeview, IL 60455

Tel: (708)-262-1761



---

**From:** Frank Carello <FCarello@dka-design.com>  
**Sent:** Monday, April 18, 2022 12:26 PM  
**To:** MOURAD CHEKHAR <mourad@bee-lean-services.com>

**Cc:** Dominick Demonica <DDemonica@dka-design.com>

**Subject:** Morton Bio Lab Project

Mourad,

Please see my below.

Thank You,

**Frank Carello, Assoc. AIA, LEED AP**

*Senior Associate*



**Démonica Kemper Architects**

[125 North Halsted St., Suite 301](#)

[Chicago, Illinois 60661](#)

[312.994.9972](tel:312.994.9972) direct

[312.496.0000](tel:312.496.0000) office

[312.496.0001](tel:312.496.0001) fax

[www.dka-design.com](http://www.dka-design.com)

## SCHEDULE OF VALUES

DIV. /SECTION	DESCRIPTION		TOTAL	PERCENTAGE
<b>DIVISION 01</b>	<b>GENERAL REQUIREMENTS</b>		<b>\$248,000.00</b>	<b>41.5%</b>
01 20 00	Overhead & Profits	LS	\$45,000.00	7.5%
01 20 00	Bid, Performance and Payment Bonds	LS	\$11,500.00	1.9%
01 20 00	Insurance	LS	\$9,000.00	1.5%
01 20 00	General Conditions	LS	\$18,000.00	3.0%
01 20 00	Mobilization to Work Site	LS	\$1,000.00	0.2%
01 21 00	Allowances		\$145,000.00	24.2%
	Allowance- 01: Unforeseen Conditions	LS		
	Allowance- 02: Lab Casework	LS		
01 31 00	Project Management and Coordination	LS	\$10,000.00	1.7%
01 33 23	Submittal Procedures	LS	\$3,000.00	0.5%
01 50 00	Construction Facilities and Temporary Controls	LS	\$1,500.00	0.3%
01 77 00	Closeout Procedures	LS	\$1,000.00	0.2%
01 79 00	Demonstration and Training	LS	\$1,000.00	0.2%
01 91 00	General Commissioning Requirements	LS	\$1,000.00	0.2%
01 20 00	Demolition from Worksite	LS	\$1,000.00	0.2%
<b>DIVISION 02</b>	<b>EXISTING CONDITIONS</b>		<b>\$12,000.00</b>	<b>2.0%</b>
02 41 19	Selective Demolition	LS	\$12,000.00	
<b>DIVISION 03</b>	<b>CONCRETE</b>		<b>\$20,000.00</b>	<b>3.3%</b>
03 35 10	Polished Concrete Finishing	LS	\$20,000.00	
<b>DIVISION 06</b>	<b>WOOD, PLASTICS, AND COMPOSITES</b>		<b>\$5,000.00</b>	<b>0.8%</b>
06 10 53	Miscellaneous Rough Carpentry	LS	\$5,000.00	
<b>DIVISION 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>		<b>\$2,000.00</b>	<b>0.3%</b>
07 92 00	Joint Sealants	LS	\$2,000.00	
<b>DIVISION 08</b>	<b>OPENINGS</b>	LS	<b>\$45,000.00</b>	<b>7.5%</b>
08 11 13	Hollow Metal Doors and Frames	LS		
08 14 16	Flush Wood Doors	LS		
08 71 00	Door Hardware	LS		
08 80 00	Glazing	LS		
08 88 10	Fire Related Glazing and Framing Systems	LS		
<b>DIVISION 09</b>	<b>FINISHES</b>	LS	<b>\$30,000.00</b>	<b>5.0%</b>
09 22 16	Non-Structural Metal Framing	LS		
09 29 00	Gypsum Board	LS		
09 51 13	Acoustical Panel Ceilings	LS		
09 65 13	Resilient Base and Accessories	LS		
09 91 23	Interior Painting			
<b>DIVISION 10</b>	<b>SPECIALTIES</b>	<b>TOTAL:</b>	<b>\$23,000.00</b>	<b>3.8%</b>
10 11 00	Visual Display Units	LS		
10 28 00	Toilet, Bath, and Laundry Accessories	LS		
10 44 13	Fire Protection Cabinets	LS		
10 44 16	Fire Extinguishers	LS		
<b>DIVISION 12</b>	<b>FURNISHINGS</b>	<b>LBR:</b>	<b>\$8,000.00</b>	<b>1.3%</b>
12 24 13	Roller Window Shades	LS	\$8,000.00	
<b>DIVISION 22</b>	<b>PLUMBING</b>	<b>MTL:</b>	<b>\$38,000.00</b>	<b>6.4%</b>
22 05 00	Basic Plumbing Requirements	LS		
22 05 05	Plumbing Demolition for Remodeling	LS		
22 05 29	Plumbing Supports and Anchors	LS		
22 05 53	Plumbing Identification	LS		
22 07 19	Plumbing Piping Insulation	LS		
22 10 00	Plumbing Piping	LS		
22 10 30	Plumbing Specialties	LS		
22 40 00	Plumbing Fixtures	LS		
<b>DIVISION 23</b>	<b>HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>		<b>\$64,000.00</b>	<b>10.7%</b>
23 05 00	Basic HVAC Requirements	LS		
23 05 05	HVAC Demolition for Remodeling	LS		
23 05 29	HVAC Supports and Anchors	LS		
23 05 53	HVAC Identification	LS		
23 05 93	Testing, Adjusting, and Balancing	LS		
23 07 13	Ductwork Insulation	LS		
23 11 23	Natural Gas and Propane Piping	LS		
23 31 00	Ductwork	LS		
23 34 16	Centrifugal Fans	LS		
23 37 00	Air Inlets and Outlets	LS		
<b>DIVISION 26</b>	<b>ELECTRICAL</b>		<b>\$55,000.00</b>	<b>9.2%</b>
26 05 00	Basic Electrical Requirements	LS		
26 05 03	Through Penetration Firestopping	LS		
26 05 05	Electrical Demolition for Remodeling	LS		
26 05 13	Wire and Cable	LS		
26 05 33	Conduit and Boxes	LS		
26 05 53	Electrical Identification	LS		
26 09 33	Lighting Control Systems	LS		
26 27 26	Wiring Devices	LS		
26 51 00	Lighting	LS		
<b>DIVISION 27</b>	<b>COMMUNICATIONS</b>		<b>\$28,000.00</b>	<b>4.7%</b>
27 05 00	Basic Communications Systems Requirements	LS		
27 05 03	Through Penetration Firestopping	LS		
27 05 05	Technology Demolition for Remodeling	LS		
27 05 28	Interior Communication Pathways	LS		
27 05 53	Identification and Administration	LS		
27 15 00	Horizontal Cabling Requirements	LS		
27 41 00	Professional Audio / Video System	LS		
<b>DIVISION 28</b>	<b>ELECTRONIC SAFETY AND SECURITY</b>		<b>\$20,000.00</b>	<b>3.3%</b>
28 05 00	Basic Electronic Safety and Security System Requirements	LS		
28 05 03	Through Penetration Firestopping	LS		
28 13 00	Electronic Access Control	LS		
28 31 00	Fire Alarm and Detection Systems	LS		
<b>GRAND TOTAL</b>			<b>\$598,000.00</b>	

# **MORTON COLLEGE BOARD OF TRUSTEES**

## **REQUEST FOR BOARD ACTION**

**PROPOSED ACTION:** Approval of MOU between Skills for Chicagoland's Future and Morton College.

**RATIONALE:** This MOU solidifies the relationship between Morton College and Skills for Chicagoland's Future. Skills will provide job placement and employability training for Morton College students. This opportunity will greatly benefit students who have finished their degrees or certificates and are seeking employment.

**COST ANALYSIS:** NONE.

**ATTACHMENTS:** MOU is attached.

## **CREDENTIALING/SUPPORTIVE SERVICE PARTNER (CSSP) AGREEMENT**

This credentialing/supportive service partner agreement (this "Agreement") is entered into this (Current Date) of (Month, Year) (the "Effective Date"), by and between a Credentialing/Supportive Service Partner, Morton Community College ("Morton" or "CSSP"), an Illinois-based institution, with its principal place of business at 3801 South Central Avenue, Cicero, IL 60804 and Skills for Chicagoland's Future ("SFC" or "Skills"), an Illinois corporation with its principal place of business at 191 N. Wacker Drive, Suite 1150, Chicago, IL 60606. Skills and CSSP may be referred to herein collectively as the "Parties" or individually as "Party".

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the Parties do mutually agree as follows:

1. **Services; Scope of Services.**

(a) CSSP agrees to perform the standard services (the "Services") as aligned with Skills as are set forth in the Statement of Work attached as Exhibit A and incorporated into this Agreement as though set forth herein.

(b) CSSP represents that it will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by other providers of similar professional services under similar circumstances at the time the Services are performed

(c) Changes to the scope of Services must be made in writing and signed by both Parties.

2. **Participants.** Skills shall designate a cohort ("Participants") to participate in the Career Pathways Program ("Program"), pursuant to which such Participants will benefit from the CSSP Services contemplated hereunder. CSSP shall coordinate with Skills regarding the form and schedule of direct contact with Participants, pursuant to the terms of the Statement of Work.

3. **Term.** The terms of this Agreement shall begin on (Day, Month, Year) (the Effective Date), and end on (Day, Month, Year). The Term may be amended upon mutual agreement of the Parties.

4. **Partnership Evaluation.** Should Skills or CSSP be dissatisfied in its reasonable opinion with Partnership, a correction meeting will be established. Upon such meeting, Partnership shall take steps as mutually agreed by Partnership to resolve issues.

5. **Termination.** Either Party has the right to terminate this Agreement if the other Party breaches or is in default of any obligation under this Agreement, which is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default.

6. **Independent Entity Status.**

(a) Neither CSSP nor its officers, directors, or consultants, shall be deemed to be employees or agents of Skills. It is the express intention of the parties that CSSP is an independent entity. Nothing in this Agreement will in any way be construed to constitute as an agent, employee or representative of Skills, and CSSP shall perform the Services hereunder as an independent entity. Each Party shall indemnify and hold harmless the other Party and its directors, officers, and employees from

and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentionally wrongful act of the other Party or other Party's assistants, employees or agents, (ii) a determination by a court or agency that the CSSP is not an independent entity; provided, however, that such claim is not based on any action or inaction of Skills, or (iii) any breach by the CSSP or CSSP's assistants, employee or agents of any of the covenants contained in this Agreement.

7. **Ability to Bind the Other Party.** Nothing in this Agreement will be deemed to create or to provide either Party with the right, power, authority, whether express or implied, to create any duty or obligation on behalf of the other party.

8. **Ownership; Intellectual Property.**

(a) **CSSP License.** For the term of this Agreement, Skills hereby grants to CSSP a limited, non-sublicensable, non-exclusive license to use the Skills trademarks and the other Skills Content for use in connection with obligations under this Agreement. "Skills Content" shall include the Skills Trademarks and all other intellectual property, proprietary or confidential information provided to CSSP by, on the behalf of, or at the direction of Skills for use in the Program and shall include all Participant Information. Unless otherwise noted, all information or materials provided to CSSP by, on the behalf of, or at the direction of Skills for use in the Program shall be considered Skills Content.

(b) **Ownership of Intellectual Property and Deliverables.** Notwithstanding anything to the contrary in this Agreement, all information, materials, data, processes, specifications, management decisions, methods of operation, approvals, acceptance criteria, including without limitation, any intellectual property rights thereto, developed at the request of Skills or using Skills Content in any manner (collectively, the "Deliverables"), shall be owned exclusively by Skills and shall be promptly delivered to Skills.

(c) **Ownership of Other Intellectual Property.** CSSP shall own and retain all right, title and interest in and to all other products and services, developed for use in the Program, including without limitation any advice, techniques, processes, procedures, software, technology, ideas, concepts, methods, written materials, publications, data, and other information and materials, that may be discovered, created, developed or derived by CSSP, including without limitation, the intellectual property rights thereto (collectively, "Works").

(d) **Limited License.** For the term of this Agreement, CSSP hereby grants Skills a limited, non-sublicensable, non-exclusive license to use the Works in connection with the Program.

9. **Representations and Warranties.** CSSP hereby represents and warrants the following to CSSP which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the completion of the Services:

(a) That CSSP is a non-profit, validly existing and in good standing under the laws of the State of Illinois;

(b) That CSSP has the power and authority to execute and deliver the Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part;



(c) That CSSP execution, delivery and performance of the Agreement will not conflict with its governing documents, or any covenant, agreement, understanding, decree, or order to which it is a party or by which it is bound or affected; and

(d) That CSSP has duly and validly executed and delivered this Agreement, which constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity, and that no authorization, approval, exemption or consent by any governmental authority is required in connection with CSSP's authorization, execution, delivery and performance of the terms of this Agreement.

#### **10. Confidentiality.**

(a) Each Party shall maintain the confidentiality of any information delivered to it (the "Receiving Party") by the other (the "Disclosing Party") or that the Disclosing Party has indicated is proprietary or confidential, except for information that (i) was in the public domain when disclosed or later becomes in the public domain without violation of this provision and (ii) was revealed to the Receiving Party by a third-party without violation of a confidentiality obligation to the Disclosing Party. Each Party shall treat the other Party's Confidential Information (as defined below) as proprietary and confidential using no less than a reasonable degree of care. The Receiving Party shall not reveal, publish, or otherwise disclose any Confidential Information received from the Disclosing Party to any third-party without the prior written consent of the Disclosing Party (and Participant, if applicable). Should the Receiving Party disclose any Confidential Information without prior written consent, the Disclosing Party may immediately terminate this Agreement, and may, at its sole discretion, pursue any remedy available at law. No representative of CSSP shall engage in any discussions related to selection of Participants with any person other than representatives of Skills.

(b) "Confidential Information" shall include but not be limited to: (i) a Party's business, financial, marketing, and strategic information, including all data and information, written or oral, disclosed or otherwise made known to the other or produced as a result of the Services performed under this Agreement; (ii) a Party's intellectual property, materials, software, technology; and (iii) personally identifiable information, including information relating to Participants.

(c) Within ten (10) days after termination of this Agreement, the Receiving Party shall: (i) return all Confidential Information received pursuant to this Agreement to the Disclosing Party; or (ii) if so directed by the Disclosing Party, provide the written notice to the Disclosing Party that all Confidential Information has been destroyed.

(d) Participant Information. Information received by CSSP regarding a Participant ("Participant Information"), regardless of received from Skills, a Participant (including the Participant to which the Participant Information relates) or a third-party shall only be disclosed to third-parties in accordance with the terms of this Agreement. All Participant Information shall be considered the property of Skills. Within ten (10) days after termination of this Agreement, CSSP shall return all Participant Information received pursuant to this Agreement to Skills.

**11. Dispute Resolution.** Any disputes, controversies, or claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, arising out of or relating to this Agreement (collectively "Disputes"), shall be resolved in the following manner:

(a) The Parties shall first attempt in good faith to resolve any Dispute by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business and invoking the procedures of this section (the "Dispute Notice"). Within fifteen (15) days after delivery of the Dispute Notice, the receiving Party shall submit to the other a written response. The Dispute Notice and the response shall include (i) a statement specifying in reasonable detail the applicable Party's position and a summary of arguments supporting that position and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the Dispute Notice, the executives of both Parties shall meet at a mutually acceptable time and place to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored. Should said Dispute remain unresolved, arbitration with both Parties' legal representation present will be the next step.

(b) All negotiations pursuant to subsection (a) above are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

12. **Indemnification; Limitation of Liability.**

(a) Neither Party nor any of its officers, directors, employees, CSSPs, agents, or other representatives (collectively, "Representatives") shall be liable to the other Party or its subsidiaries or affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of this Agreement, unless such loss, liability, damage or expense shall be proven to have resulted directly from the gross negligence, willful misconduct or fraud by Skills or its Representatives. Both Parties agree to indemnify, defend and hold harmless the other Party and its Representatives from and against any and all loss, liability, suits, claims, costs, damages and expenses (including reasonable attorneys' fees) arising from their performance hereunder, except as a result of the gross negligence, willful misconduct or fraud on the part of the other Party or its Representatives.

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE IN ANY MANNER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPRESSLY EXCLUDING CLAIMS BASED ON SUCH PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY CLAIMS.

13. **Insurance.** CSSP shall maintain insurance coverage for the duration of this Agreement in the types and limits of coverage set forth in Exhibit C hereto.

14. **Miscellaneous.**

(a) **Assignment.** Neither Party may assign, transfer, convey or hypothecate its right, title, and interest under this Agreement without the express prior written consent of other Party. Any attempt to assign this Agreement in violation of the foregoing shall be null and void from the start, shall be deemed a material breach of this Agreement and shall be non-binding on the non-assigning party.

(b) **Governing Law, Jurisdiction and Venue.** This Agreement is drawn pursuant to and will be governed by the laws of the State of Illinois, without reference to its conflicts of law principles. Each of the Parties agrees that any dispute, suit, action or other legal proceedings that arise out of, or in connection with, this Agreement shall be instituted exclusively at the court of competent jurisdiction within the County of Cook, Illinois and solely in connection with claims arising under this Agreement (i)

irrevocably submits to the nonexclusive jurisdiction of such court (and any appropriate appellate courts therefrom), (ii) waives any objection to laying venue in any such action or proceeding in such courts, (iii) to the fullest extent permitted by law, waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any Party hereto, and (iv) agrees that services of process upon such Party in such action or proceeding will be effective if notice is given in accordance with Section 15(c) hereof.

(c) **Notices.** All notices or other communications required or provided to be sent by either Party shall be in writing and shall be sent by (i) by certified mail, return receipt requested, (ii) by any nationally known overnight delivery service or (iii) by hand delivery, provided a receipt is obtained therefor. All notices shall be deemed to have been given one business day following delivery by overnight delivery service, or upon dispatch if sent by courier. All notices shall be addressed to the Party at the address designated by the Party. The initial address for each Party is set out on Exhibit B. A Party may change its address by notice delivered to the other Party in accordance with this Section 14(c). The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

(d) **Authorized Representatives.** Skills and CSSP shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Agreement (each an "Authorized Representative").

(e) **Headings.** The headings used in this Agreement are for information purposes only and shall not be used to construe the meaning of the provisions hereof.

(f) **Severability.** If any provision of this Agreement, or its application to any Party or circumstance, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such Party or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

(g) **No Third-Party Beneficiary.** No Person other than the Parties hereto shall have any rights hereunder or be deemed to be a third-party beneficiary hereof.

(h) **Force Majeure.** If either Party's ability to perform its obligations hereunder, excluding payment obligations, is limited or prevented in whole or in part for any reason whatever not reasonably within the control of the Party, including, without limitation, acts of God, way, invasion, acts of foreign enemy, hostilities (whether war be declared or not), strikes and/or industrial dispute, delay on the part of suppliers, transportation delay, or by any law, regulation, order or other action by any public authority, that Party, without liability of any kind, shall be excused, discharged and released from performance to the extent such performance is limited, delayed or prevented; provided, however, neither Party shall be relieved from any payment obligation under this Agreement due to any of the foregoing.

(i) **Waivers.** Either Party may waive the satisfaction or performance of any conditions or covenants in this Agreement that have been inserted for its own and exclusive benefit, so long as the waiver is signed (unless the Agreement provides for a specific non-written waiver), specifies the waived condition or covenant and is delivered to the other Party hereto. Neither Party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this

Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

(j) **Non-Solicitation of Employees.** Skills and CSSP agree not to solicit for employment, or hire, without the prior written consent of the other, employees of the other Party during the term of this Agreement and for a period of one year following the termination of this Agreement.

(k) **Attorneys' Fees.** CSSP shall be entitled to all costs and reasonable attorneys' fees in connection with its enforcement of this Agreement (whether in arbitration or litigation) and the collection of all fees.

(l) **Entire Agreement.** This Agreement constitutes the entire and sole agreement between the Parties and merges all prior and contemporaneous communications with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by later written agreement signed by both Parties.

(m) **Construction of Agreement.** This Agreement will not be construed more strongly against either Party regardless of which is more responsible for its preparation.

(n) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. In addition, the Parties may execute this Agreement by .pdf, telecopy or other facsimile machine and such electronic signature shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

**Skills for Chicagoland's Future**

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Signature

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Title

**SPONSOR**

**Credentialing/Supportive Services Partner, Morton Community College**

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Signature

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Title

## **EXHIBIT A**

### **Scope of Work**

SCF will support CSSP by matching participants who have obtained or are near attainment of industry recognized credentials into entry-level jobs with career pathways and access to professional advancement. In addition, Skills will operate as the business intermediary between the Employer, Morton, and the Participant. This Scope of Work reflects these interconnected goals between all parties with respect to employment opportunities, supportive services, and retention.

#### **During the Term of this Agreement, CSSP will:**

1. Complete credentialing partner intake form to begin partnership with Skills
2. **If disclosure of information is approved by a student**, provide contact information and preferred means of contact so that Skills can communicate on program offerings/updates.
3. Provide point of contact with SCF to co-schedule informational session regarding opportunities representative of Morton's education services.
4. Provide point of contact with SCF to distribute materials outlining programming.
5. Provide point of contact to inform SCF of the number of students on track for course completion, credential attainment and certification.
6. Follow agreed upon project documents and make Skills aware if any changes need to be made regarding delivery.
7. Collaborate with SCF to prepare participants with pre-employment requirements.
8. Complete annual feedback survey

#### **During the Term of This Agreement, SCF is expected to:**

1. Participant will receive 1:1 employer specific interview prep and feedback.
2. SCF serves as the project and program management function for the entirety of the program (start to finish).
3. Document program success measures & maintain student path to attainment (eliminate barriers).
4. Keep Credentialing Partner informed of employment opportunities via Skills' employer partners
5. Engage eligible participants in CSSP sessions aligning with near credential attainment through submittal for hire.

6. Refer participants to SCF engaged CBO partners to reduce barriers to employment for any services not offered by the credentialing partner/supportive service.
7. Support Credentialing Partners' graduating students interview preparation, including group resume workshop sessions.
8. Provide scheduled updates on employment status per participant
9. Inform credentialing partner of number of participants hired and retained for thirty (30) days through employer partners.
10. Upon successful completion of the program guaranteed interview with employer hiring manager (skip the ATS).

**Communication between Credentialing/Supportive Services Partner and Skills:**

1. SCF and CSSP agree to meet at a regularly scheduled cadence – biweekly or monthly – to inform the above scope of work.

**EXHIBIT B**

**Designation of Notice Addresses and Authorized Representatives**

**SKILLS**

Address for Notice to Skills:

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with a copy to:

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Skills' Authorized Representative:

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**Credentialing/Supportive Service Partner**

Address for Notice to CSSP:

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with a copy to:

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CSSP's Authorized Representative:

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**EXHIBIT C**  
**Insurance Coverage**

**PROPOSED ACTION:** That the board to approve Demonica Kemper Architect architect fees in the amount of \$70,000 as submitted.

**RATIONALE:** Architect fees for science lab renovations

**COST ANALYSIS:** \$70,000

**ATTACHMENT:** Invoice



# Invoice

**Invoice #:** 21-058.02  
**Invoice Date:** 4/7/2022  
**Due Date:** 5/7/2022  
**Terms:** Net 30

[illegible]

# Billing Backup

Wednesday, March 2, 2022

IMEG Corp

Invoice 1 Dated 2/21/2022

11:32:14 AM

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Project	22000592.00	Morton College / Cicero, IL / Biology Lab / 2022 Renovation
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## Reimbursable Expenses

Travel (Mileage, Tolls, etc.)

000000145508	2/16/2022	Spaulding, Ryan / MC Bio FTO / MC Bio FTO / 56.00 miles @ 0.585	32.76
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<b>Total Reimbursables</b>	<b>1.1 times</b>	<b>32.76</b>	<b>36.04</b>
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<b>Total this Project</b>	<b>\$36.04</b>
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<b>Total this Report</b>	<b>\$36.04</b>
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Cross Rhodes – IL  
30 Eisenhower Lane N  
Lombard, IL 60148 US  
630-963-4700  
kweber@x-rhodes.com  
www.x-rhodes.com



**BILL TO**

Demonica Kemper Architects  
Attn: Accounts Payable  
125 N Halsted St, Ste 301  
Chicago, IL 60661

**INVOICE 51481**

**DATE** 03/09/2022 **TERMS** Net 30

**DUE DATE** 04/08/2022

**P.O.#/JOB NAME**  
21-058 MC Biology Lab Reno

**CONTACT**  
Rebecca Berlin

**SALES REP**  
House

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
5011 (11-50)	File Processing - 11-50 files	35	1.10	38.50
T11040	B/W Bond Copies - Reduction/Enlargement	105	0.15	15.75
FS	Fuel Surcharge	1	3.00	3.00
90Delivery	Delivery/Pickup via Driver / Courier	1	16.90	16.90

Deliver to:  
4344 Franklin Ave  
Western Springs, IL

JTS#0309-5

**TOTAL DUE**

**\$74.15**

Please REMIT PAYMENT to:  
Cross Rhodes  
30 Eisenhower Lane N  
Lombard, IL 60148

Cross Rhodes – IL  
30 Eisenhower Lane N  
Lombard, IL 60148 US  
630-963-4700  
kweber@x-rhodes.com  
www.x-rhodes.com



**BILL TO**

Demonica Kemper Architects  
Attn: Accounts Payable  
125 N Halsted St, Ste 301  
Chicago, IL 60661

**INVOICE 51523**

**DATE** 03/14/2022 **TERMS** Net 30

**DUE DATE** 04/13/2022

**P.O.#/JOB NAME**

21-058 MC Biology Lab Reno

**CONTACT**

Rebecca Berlin

**SALES REP**

House

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
5011 (11-50)	File Processing - 11-50 files	37	1.10	40.70
T11040	B/W Bond Copies - Reduction/Enlargement	111	0.15	16.65
FS	Fuel Surcharge	1	3.00	3.00
90Delivery	Delivery/Pickup via Driver / Courier	1	16.90	16.90

Deliver to:  
4344 Franklin Ave  
Western Springs, IL

JTS#0314-25

**TOTAL DUE**

**\$77.25**

Please REMIT PAYMENT to:  
Cross Rhodes  
30 Eisenhower Lane N  
Lombard, IL 60148

Cross Rhodes – IL  
30 Eisenhower Lane N  
Lombard, IL 60148 US  
630-963-4700  
kweber@x-rhodes.com  
www.x-rhodes.com



**BILL TO**

Demonica Kemper Architects  
Attn: Accounts Payable  
125 N Halsted St, Ste 301  
Chicago, IL 60661

**INVOICE 51726**

**DATE** 03/24/2022 **TERMS** Net 30

**DUE DATE** 04/23/2022

**P.O.#/JOB NAME**

21-058 MC Biology Lab Reno

**CONTACT**

Saloni Bindal

**SALES REP**

House

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
OPRSingle	Online Planroom - Single Job (proof & prep specs/dwgs - Post to Planroom)	1	125.00	125.00

JTS#0324-23

**TOTAL DUE**

**\$125.00**

Please REMIT PAYMENT to:  
Cross Rhodes  
30 Eisenhower Lane N  
Lombard, IL 60148

★ Overview

Account

Purchases

add



Add Image

#92028579

Morton Community College

District #527

3801 S Central Ave

Cicero, Illinois 60804-4300

United States

Edit

(708) 656-8000 x 2211

Edit

maria.anderson@morton.edu

Edit

RECEIVES MEMBERSHIP BENEFITS

## Pay Open Balances

UNPAID BALANCES \$4,000.00

As of: 4/20/2022



Make Payment >

## Membership

OTHER

Pay >

EXPIRED:

3/31/2022

Morton Community College District  
#527

As of: 4/22/2021



**PROPOSED ACTION:**

THAT THE BOARD APPROVE NURSING INACSL INSTITUTIONAL MEMBERSHIP  
RENEWAL

**RATIONALE:** Nursing 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:**

\$ 532.00

**ATTACHMENT:**

PAYMENT DETAILS/RENEWAL

# INVOICE 2140



Morton College  
3801 South Central Ave  
Cicero, Illinois 60804

Invoice # 2140  
Invoice Date 04/21/2022  
Invoice Due Due Upon Receipt

<b>Amount Due</b>	<b>\$ 532.00</b>
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## Transactions

Description	Amount
Membership Renewal - Institutional - Morton College - (through December 31, 2022) Amy Green Toula Kelikian Kathleen Nugent Cynthia Young	\$ 532.00

<b>Total Amount</b>	<b>\$ 532.00</b>
<b>Amount Paid</b>	<b>-\$ 0.00</b>
<b>Amount Due</b>	<b>\$ 532.00</b>

This membership invoice is intended for Morton College (ID: 116648).

If paying via check, please remit payment to:

INACSL  
PO Box 773175  
Chicago, IL 60677-3175

**PROPOSED ACTION:** That the board to approve the tentative union agreement between Morton College and Morton College Campus Custodial & Maintenance SEIU Local 73, effective July 1, 2021 – June 30, 2026, as submitted.

**RATIONALE:** renew the Campus Custodial & Maintenance union agreement

**COST ANALYSIS:**

**ATTACHMENT:** Tentative agreement

Service Employees International Union,  
Local 73  
Campus Custodial & Maintenance



Morton Community College District  
527



July 1, 20~~21~~<sup>21</sup>-June 30, 202~~6~~<sup>6</sup>



## PREAMBLE

This agreement ("Agreement"), is entered into by and between the Board of Community College District No. 527, County of Cook and State of Illinois, hereinafter referred to as the ("Board") and the Service Employees International Union, Local 73, SEIU, CHANGE TO WIN ("CTW"), representing Custodial and Maintenance Employees hereinafter referred to as the ("Union"), as the exclusive collective bargaining agent to the bargaining unit as defined in Article II, RECOGNITION.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Board and the Union; adjustment of differences that may arise between them; and method of handling and processing grievances. Further, the purpose of this Agreement is to promote harmony and efficiency in the working relationships between the Board and the Union so that the public, the College, and the employees may benefit.

Now therefore, cognizant of these purposes and understandings, in consideration of the mutual promises, covenants, and agreements contained herein, the Board and the Union do mutually covenant and agree as follows:

## ARTICLE 1 DEFINITIONS

### Section 1.1 District

The term "District" refers to that legal entity and body politic created pursuant to the Constitution and Statutes of the State of Illinois, designated as Community College District 527, the territory included within its boundaries and its legal purposes as enumerated within the law of Illinois.

### Section 1.2 Board

The term "Board" shall mean the Board of Trustees of Community College District No. 527, County of Cook and State of Illinois, and shall also mean any administrator(s), supervisor(s) and agent(s) when acting at the direction of the Board and within the scope of his/her respective authority.

### Section 1.3 College

The term "College" refers collectively to the institution and to all educational facilities or academic locations under the jurisdiction of the Board and the administrative offices thereof.

### Section 1.4 Union

The term "Union" refers solely and exclusively to the Service Employees International Union Local 73, SEIU, CHANGE TO WIN (CTW).

### Section 1.5 Agreement

The term "Agreement" shall mean the current Collective Bargaining Agreement in full force and effect between the Board and the Union, and any amendments and/or addendums thereto.

#### Section 1.6 Full-Time Employee

The term "Full-Time Employee" shall mean those employees who were hired to work forty (40) per week, each week, for fifty-two (52) weeks per year,

#### Section 1.7 Student Employee

The term "Student Employee" shall mean Morton College students who are employed by the College, regardless of the number of hours worked per week or per year. A Student employee must be enrolled as a student of the College during the Benefit Year in which the employee works. Student Employees are not to work hours outside the defined Work Week unless a bargaining unit worker is present.

Student Employees shall not be considered part of the bargaining unit and are not covered by this Agreement.

#### Section 1.8 Temporary Employee

The term "Temporary Employee" shall mean temporary full-time and temporary irregular employees, and are more specifically defined as follows:

1. Temporary full-time employees are those employees who were hired to work forty (40) hours per week, for not more than six (6) months. \*
2. Temporary/irregular part-time employees are those persons who work less than forty (40) hours per week for fifty-two (52) weeks per year, or on an as needed/call basis.

\* Temporary full-time positions which, in the judgment of the Board, are to become permanent fulltime positions shall, not less than thirty (30) calendar days prior to the expiration of the six (6) month period following the origin of the position, be posted for bidding and awarded pursuant thereto.

Temporary Employees shall not be considered part of the bargaining unit and are not covered by this Agreement.

#### Section 1.9 Emergency Employees

The term "Emergency Employee" shall mean those employees who are hired because of the necessities of an emergency situation, regardless of hours per week worked and/duration, whose employment depends upon the existence of the emergency situation and no other factors. Emergency Employees shall not be considered part of the bargaining unit and are not covered by this Agreement.

#### Section 1.10 Probationary Employees

Employees shall serve a probationary period that shall be a period of twelve (12) calendar months immediately following an original appointment or of (3) months following a promotion. During the new employee probationary period the employee may be discharged for any reason without recourse to the grievance procedure. Probationary employees shall have access to sick leave after

six (6) calendar months\* A promoted employee who fails to meet the conditions of the probation for that position, shall return to the former position of employment.

#### Section 1.11 Employee's Immediate Family

The term "Employee's Immediate Family" shall mean the family of a bargaining unit employee including the employee's spouse, child(ren) (including step-children), parents (including stepparents), siblings (including half and step siblings), grandparents, grandchild(ren), father-in-law, mother-in-law, daughter-in-law, son-in-law; any relative or dependent (as defined by the IRS) living in the employee's household.

#### Section 1.12 Benefit Year

The term "Benefit Year" shall mean July 1<sup>st</sup> - June 30<sup>th</sup>.

#### Section 1.13 Seniority

The term "Time Seniority" shall mean the length of time from the last date of continuous full time employment within the bargaining unit.

The term "Class Seniority" shall mean the length of time from the last date of continuous full time employment within a certain classification within the bargaining unit.

Part time employment does not count towards any seniority. Seniority shall accumulate during all paid leaves. Seniority shall not accumulate during unpaid leaves of thirty (30) days or more or layoffs. In the case of employees hired on the same date, the employee with the earliest application date shall be the most senior.

Seniority for all purposes shall be terminated if the employee:

- a. **ui**
- b. is discharged for just cause;
- c. is laid off pursuant to the provision of the applicable agreement for a period of one (1) year and one (1) day;
- d. is laid off and fails to report for work within fourteen (14) calendar days of being recalled;
- e. retires;
- f. falsifies the reason for his/her leave of absence;
- g. fails to report to work after a paid leave of absences or when fit to return to duty after a medical leave as determined by a doctor;
- h. fails to report to work or notify the College during an absence of three (3) consecutive workdays; or i\* is on inactive duty for twelve (12) consecutive months.

#### Section 1.14 College Working Day



The term "College Working Day" shall mean all days the Administrative Staff are required to work.

## ARTICLE II RECOGNITION

### Section 2.1 Union Recognition

The Board recognizes the Union as the sole exclusive collective bargaining agent for the purpose of collective bargaining on any and all matters related to compensation, hours, fringe benefits and other conditions of employment for all Board approved regular full-time custodial and maintenance staff that includes:

Full Time custodial and maintenance employees, including: custodians, groundskeeper, receiving/mail clerk, general maintenance staff, maintenance ("HVAC Mechanic"), and the heating, ventilating and air conditioning and excludes:

As defined in Section 1 Part-time Employees, Temporary Employees (Temporary Full Time and Temporary/Irregular Part Time), Student Employees, Emergency Employees, and New Probationary Employees in the custodial and maintenance department. These employees are not members of the Union. Probationary Employees will not be represented by the Union until their probationary period as defined in Section EI 0 is completed.

### Section 2.2 New Classifications

The Board shall promptly notify the Union of its decision to add a new classification. If the new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall become a part of this Agreement.

If the new classification contains a significant part of the work now done by any of the classifications in this bargaining unit, the Board will notify the Union within thirty (30) calendar days of designating the new classification, and the parties will then meet within fifteen (15) calendar days of such notice to review and discuss the implementing of the new classification.

When the decision has been made to establish a new classification, then, in that event, the job description for each such classification shall be written and published using a standard format.

Past practice of publishing open positions entails posting said positions internally on the College's web-site for five (5) calendar days and then posting in the local newspapers until a candidate is found.

The Board, in the exercise of its Management Rights, shall establish the rate of compensation, for each such classification in its sole discretion.

### Section 2.3 Job Classification Abolition

In accordance with the provisions of Article 111 MANAGEMENT RIGHTS, the Board may, from time to time, abolish or merge job classifications under this Agreement. In such event, the Board shall notify the Union of such proposed action within ten (10) calendar days of the decision to

effectuate such a change. Such notification shall be made no less than thirty (30) calendar days prior to the full implementation of such change, except in the event of an emergency.

#### Section 2.4 Integrity of the Bargaining Unit

The Board recognizes the integrity of the Union and its designated bargaining and shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, compensation and working conditions.

Nor shall the Board negotiate with employees within the bargaining unit over their hours, compensation and working conditions, except as provided herein.

This recognition shall not preclude the Board or any administrator from meeting with any member of the Union, or any committee or group established by the College that includes members of said Union, provided that no matters covered in this Agreement may be changed except through negotiation and agreement with the Union.

Subject to the Management Rights provisions of this Agreement, the Board shall continue to assign bargaining unit work to bargaining unit employees. The Board shall take no intentional and purposeful action to replace Full Time Employees in the bargaining unit through the hiring of Temporary, Student or Emergency Employees.

### ARTICLE III MANAGEMENT RIGHTS

#### Section 3.1 Board Powers and Authority

Except as limited by the express provisions of this Agreement, the Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the District conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and of the United States. The Board possesses the sole right and authority to operate the College; these rights include, but are not limited to the following:

- A, To maintain executive management and administrative control of the College District and its properties and facilities and the activities of its employees, including bargaining unit employees, as related to the conduct of College affairs.
- B.To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and the conditions of their continued employment, to establish work and productivity standards, and to discipline, demote, dismiss layoff, promote, assign, and transfer all employees.
- C. To direct and control the work of its employees, to establish reasonable work rules and regulations, to determine the methods, means, and number of personnel to carry out the College's mission, to determine the time and hours of work and operation, to determine when overtime shall be worked, to determine the levels of service to be provided and the

methods and means of providing those services, including the right to enter into contracts with private vendors for all services, whenever deemed appropriate, in the sole judgment of the Board.

- D. To establish, change, restructure, combine or abolish job classifications and the job content of any classification consistent with this Agreement.
- E. To establish educational policies, goals and objectives based upon the College's mission; to insure the rights and educational opportunities of the students, to determine staffing patterns and to determine the number and kinds of personnel required in order to maintain the efficiency of College operations.
- F. To build, move or modify facilities, establish budget procedures and determine budgetary allocations, to determine the methods of raising revenue; and to take action on any matter in the event of an emergency.
- G. To delegate authority through recognized administrative channels, recognizing that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through the President and members of the administrative staff
- H. By agreement of the parties that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Board and the administration, they shall continue to exclusively exercise such powers, duties, and responsibilities during the period of this Agreement except as limited by the specific and express terms of the Agreement, and thus to take whatever actions may be necessary or appropriate to carry out the mission of the College, in the sole discretion of the Board.

#### Section 3.2 Board Responsibilities

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board and until the Board has agreed thereto in writing. Nothing contained herein shall limit the parties' rights to settle grievances in accordance with Article IX.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and other authority under the Illinois Community College Act and rules which have derived from it, or any other national, state, county, district, or local laws or regulations as they pertain to education.

### ARTICLE IV

## UNION SECURITY RIGHTS

### Section 4.1 ~~Voluntary Dues Checkoff~~ Maintenance of Check-off

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Board shall deduct such dues, assessments, and fees from wages owed to that employee, unless the College is informed in writing that the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Upon receipt of written voluntary authorization on a form supplied by the Union and signed by the employee covered by this Agreement, the Board shall deduct from that employee's wages the required amount of monthly Union dues and the initiation fee (if applicable), including any retroactive amounts, and any authorized increase(s). These deductions will be designated to the Board in writing by the Union. Such deductions shall be made each pay period and said deductions, when calculated on a percentage basis, shall apply to the member's base pay. (Base pay shall be determined on the basis of the employee's regularly scheduled shift.) Such deductions shall be remitted to the Union every pay period monthly.

Employees may express such authorizations by any means of indicating agreement allowable under state and federal law, including electronically recorded telephone calls and by submitting to the Union an online deduction authorization form. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms between the Union and Employee under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period.

~~The Union may change the method or amount of said deductions upon written notice to the College President by the Secretary/Treasurer of the Union given at least thirty (30) calendar days prior to the effective date of the change. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, and a list of Union members who had authorized such deductions and from whom no deductions were made, shall be forwarded to the Union after each pay period, addressed to the Union in care of its Secretary/Treasurer, 1165 North Clark Street, Suite 500, Chicago, IL 60610 or such other address the Union shall advise on a timely basis. The payroll deduction authorization forms shall be the same as shown in APPENDIX A.~~

~~A member of the Union may revoke the dues checkoff authorization previously executed, in writing, in accordance with applicable law. The Union member shall, in writing, notify the Union Secretary/Treasurer and shall, in writing, at the same time, notify the Director of Human Resources of the College.~~

### 4.2 COPE

The Board agrees to deduct from the pay of those members who individually request it voluntary contributions to the SEIU COPE Fund. The Union shall notify the College Human Resource Director of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every pay period.

#### Section 4.2 Fair Share

~~The Union will represent all of the employees eligible for membership in the bargaining unit, members and non members, fairly and equally. Employees covered by this Agreement, upon completion of their original probationary period, shall be required to maintain membership in the Union or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the costs of services rendered for the collective bargaining process, contract administration, and pursuit of matters affecting compensation, hours and other conditions of employment. The amount of the fee, and a list of those employees required to pay such fee, shall be certified to the Board by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 4.1.~~

~~The fair share fee shall not exceed the dues attributable to being a member of the Union and the amount of the fair share fee shall not include any contributions related to the election of or support of any candidate for political office or for the benefit of any member.~~

~~Should any employee object to paying a fair share fee to the Union, based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member pursuant to Illinois Public Act 83-1014, Section X, an amount equal to the employee's fair share shall be paid to the Morton College Foundation, an Illinois Not For Profit Corporation, or to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Educational Labor Relations Board. The Union shall certify to the Board the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis. It shall be the sole responsibility of the Union to monitor and insure compliance by those employees who may elect to make such payments directly to the designated organization.~~

~~The Union shall assume full responsibility to insure full compliance with requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 S. Ct. 1066, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payers and to all executive, judicial and legislative enactments, federal, state and local, which relate thereto. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.~~

#### Section 4.3 Indemnification

In consideration for the above service rendered by the Board, the Union shall indemnify and hold harmless the Board and its agents from and against any and all claims, complaints, demands, actions, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Board under this Section, including but not limited to failure to withhold or remit, incorrect withholding or remittance, or withholding without proper employee authorization.

The Union agrees to refund the Board any amount paid in error to the dues collection ~~and fair share~~ payments as specified in this Article IV. The Board will distribute any amount paid in error that it receives from the Union to the affected employee.

#### Section 4.4 Reinstatement of Employees on Dues Checkoff

Whenever an employee takes an unpaid leave of absence (voluntary or involuntary) that is in excess of six (6) months and is, therefore, removed from the process of union dues deduction and, subsequently, such employee returns to his/her employment, ~~upon the voluntary execution of the written form attached hereto as APPENDIX B requesting reinstatement to the process of dues deduction,~~ the dues deduction for such employee, at that time, shall be so reinstated upon the terms in Section 4.1 of this Agreement.

#### Section 4.5 Distribution of Union Material

The Union may distribute Union literature on College property, provided that there is no interference with College operations. No one shall distribute Union materials in a manner that disrupts employees during the performance of their duties. Distribution procedures require the approval of the Director of Campus Operations and Facilities ~~Director of Physical Plant~~. The material distributed shall not be of an inflammatory, derogatory, ~~accusatory~~ or partisan political nature.

The College shall provide a bulletin board in an accessible area for the display of appropriate Union materials. The Union agrees that only appropriate materials dealing with Union business shall be posted thereon and that the area so designated shall be kept in good order by the prompt removal of outdated material.

#### Section 4.6 List of Union Officers

The Union shall, within twenty (20) calendar days of any change, supply the Director of Human Resources of the College with an up-to-date list of Union officers, designated officials and stewards, indicating any changes from the previous list.

#### Section 4.7 Union Access to Bargaining Unit Employees

The Board agrees that appropriately designated Union officials may have access to bargaining unit employees. The Union agrees that, in the exercise of such access, it will not interfere with the normal duties of the employees. The Union further agrees that such contact with employees shall

take place only during breaks and before or after normal working hours, except in "highly unusual" circumstances.

When such "highly unusual" circumstances arise, the Union shall obtain the employee's supervisor's approval for contact with the employee. Such approval shall not be arbitrarily withheld by the supervisor without good cause shown, but shall not be granted in the absence of a showing of good cause/ "highly unusual circumstances."

#### Section 4.8 Union Site Visitation

The College agrees that local representatives, officers, and Staff representatives shall have reasonable access to work areas of the College, giving notice upon arrival to the appropriate Employer representative and/or the supervisor. Such visitation shall be for the reason of administering this Agreement. The Union representative shall adhere to all reasonable restrictions and limitations concerning the access.

### ARTICLE V

#### NON-INTERRUPTION OF WORK

##### Section 5.1 Interruption Prohibited

Neither the Union nor any employee of the bargaining unit shall engage in or in any way call, institute, authorize, participate in, instigate, promote, sponsor, encourage, sanction, ratify or condone any strike, slowdown, picketing, boycott or concerted stoppage of work or any other intentional interruption of the work or the operations of the College. Such actions shall specifically include, but shall not be limited to, compliance with requests of any labor organization, or chapter thereof, to engage in such activities.

##### Section 5.2 Union Cooperation

The Union recognizes the duty and the obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort to induce bargaining unit members to do so. In the event any bargaining unit employee engages in any of the activities herein prohibited, the Union agrees, in good faith, to take all necessary steps to induce those employees to cease such action. Any employee covered by this Agreement who violates the provisions of Article V may be disciplined by the Board, including, but not limited to, suspension, demotion, discharge, loss of vacation or holiday pay, or such other discipline as the Board may deem justified.

##### Section 5.3 No Picketing

Neither the Union nor any employee covered by this Agreement shall, relative to employment related matters, picket the College or the homes of the members of the Board or the administrators of the College, nor shall they in any other way prevent or attempt to prevent free access to the College facilities.

##### Section 5.4 Union Violation of No Strike Agreement/ No Lock Out

~~In the event of any violation of Article V by the Union, the Board's recognition of the Union shall cease.~~ The Union shall be considered to be in violation of Article V if it has called, instituted, authorized, sanctioned, instigated, sponsored, encouraged, condoned, promoted, supported, participated in, approved, or in some way ratified the actions prohibited by Sections 5.1 and 5.3. The Union will also have been deemed to have violated Article V if it has failed to attempt to immediately bring such work stoppages and actions by its covered members to an end after having been requested by the Board in to do so.

#### No Lock Out

The Board will not lock out any bargaining unit employee during the term of this Agreement unless there is a violation of Section 5.1.

### ARTICLE VI NON-DISCRIMINATION

The Board and the Union shall continue to provide equal employment opportunity for all employees of the College as required by law.

Neither the Board nor the Union shall discriminate against any employee on the basis of sex, sexual orientation, race, color, religion, national origin, ancestry, citizenship status, marital status, military status, unfavorable military discharge, parental status, age, religion, genetic information, physical or mental disability (actual or perceived and unrelated to ability to perform the job) or Union activity, or any other class protected by state and/or federal law, in violation of applicable laws.

The Board and the Union also agree not to interfere with the right of any employee covered by this Agreement to become or to refrain from becoming a member of the Union. The Board and the Union agree that there shall be no discrimination by either party against any employee of the College arising from membership or non-membership in the Union.

### ARTICLE VII WORK HOURS

#### Section 7.1 Workday

The normal workday shall be a period of twenty-four (24) consecutive hours commencing with the starting time of the employees scheduled hours of work. The normal hours of work shall be forty (40) hours per week as provided for in Section 1.6 of this Agreement, divided into five (5) College Working Days in the Fall, Winter and Spring, or four (4) College Working Days in the Summer, of approximately equal length. Work hours do not include lunch or dinner breaks. Two (2) fifteen (15) minute breaks will be permitted each day and such breaks do constitute work time. Work hours shall be assigned to meet the requirements of the instructional programs, community service activities and physical plant schedules, as provided in Article 111, Section 3.1 E of this Agreement. All overtime shall be assigned by the Board or its designated administrative or supervisory staff. Hourly



rates shall be determined by dividing the annual salary by TWO THOUSAND EIGHTY (2,080) hours.

Nothing contained herein shall prohibit adjustments to the work day on an individual basis as the needs of the College and its departments require. The College agrees that it shall do so for good reason and not solely to avoid payment of overtime.

Pursuant to the Illinois State Officials and Employees Ethics Act (5 ILCS 430/1, et seq.), all employees shall record his or her time, in writing, in fifteen (15) minute increments and retain a copy of said records. Said records shall be available for review for three (3) years from the recorded time. For example, if the employee arrived at work at 7:45 a.m., broke for a non- working lunch from 12:00 p.m. to 1 p.m. and left work at 5:00 p.m., the employee would record eight and onequarter (8.25) hours for his or her time worked that day. Past practice of this tracking for bargaining unit members is done by said employees punching a time clock in the custodian and maintenance department.

#### Section 7.2 Workweek

1. The normal work week for employment and payroll purposes shall be one hundred and sixty-eight (168) consecutive hours beginning at 12:01 a.m. on the Sunday of each week.

The normal College workweek shall be five (5) eight (8) hour work days, or four (4) days of relatively equal length, or such other schedule as determined by the College, depending upon the scheduling necessitated by the needs of the College. Notwithstanding this provision, the College shall not split an employee's weekly shift and thereby will schedule him/her for two (2) consecutive days off.

Nothing contained herein shall prohibit adjustments hereto on an individual basis as the needs of the College and its departments require.

2. Summer Hours —

For the twelve (12) work weeks during the summer, the normal work week for full-time employees shall be four (4) eight (8) hour days, excluding lunch. Provided, however, that depending upon the scheduling necessitated by the needs of the College, such days need not be consecutive days and may begin upon any day of the week and at any hour of the day. During this period, employees would continue to receive full salary.

It is expressly understood and agreed by the parties hereto that the decision to continue to offer a summer work schedule as provided herein rests solely with the discretion of the Board.

#### Section 7.3

The Board and the Union recognize that the needs of the College will, from time to time, require overtime work by the employees. The Board recognizes that notice to an employee involved in prospective overtime employment must be made as early and as reasonably as possible so as not to unfairly interfere with the private lives of the employees.

Records shall be maintained in proper form showing the distribution of overtime. The records will be posted near the time clock. A current seniority list shall be maintained and made available to the Union upon request. When overtime is offered it shall be done in the following manner:

Seek volunteers from the same shift and job classification by Time and Class Seniority (most to least) until all employees in that job classification have either volunteered and worked overtime or failed to volunteer. Failure to volunteer shall count as time worked for purpose of equalization of overtime opportunities. Once the list of employees in that job classification and shift has been exhausted from most senior to least senior, repeat.

If there are an insufficient number of volunteers, on a reverse Time and Class Seniority rotation basis of same classification for the same shift, assign the least senior employee(s) who has not been assigned overtime until the list of employees in that job classification and shift has been exhausted from least senior to most senior. Once the list is exhausted, repeat.

Therefore, the Board agrees that overtime shall become mandatory only after reasonable efforts have been made to obtain volunteers from qualified employees within the department and the employee classification.

Overtime shall be considered a condition of employment, and, therefore, continued willful refusal to accept mandatory overtime assignment may result in disciplinary action.

All overtime shall be performed only upon prior approval by the Director of Campus Operations and Facilities and/or the President of the College ~~employee's supervisor~~. The College shall establish the identity of the person(s) so authorized to approved overtime.

Overtime is based on hours worked, as stated in Section 7.4-Overtime Compensation, not volume of work performed within the forty (40) hour period. Overtime may be required when more than two (2) employees are absent.

#### Section 7.4 Overtime Compensation

In determining compensation herein, the parties expressly agree that it is their intent that an employee work or be credited with approved paid leave to equal a total of forty (40) hours of work or allocable time prior to the payment of overtime pursuant to the provisions of this Section. No overtime shall be paid until the forty (40) hour plateau has been reached in a given week. For purpose of calculating hours for overtime compensation, only hours actually worked, with the exception of holidays, all and only compensated hours such as vacation, sick leave, holiday and other compensated time off shall be counted in the normal work week. The parties agree that employees are specifically prohibited from taking non-paid days off during a week and thereafter working unscheduled hours or days to secure the payment of overtime pay.

### Section 7.5 Overtime Compensation Rates

All overtime must be approved in advance by the employee's immediate supervisor and the Director of Campus Operations and Facilities, or the President of the College Physical Plant.

All overtime worked in excess of an employee's regular forty (40) hour week shall be paid at one and one-half (1 1/2) times the employee's actual straight time rate of pay for a forty (40) hour week for those overtime hours. Unless the employee's regular shift falls on a Saturday, an employee who works on Saturday shall be paid at a rate of one and one-half (1 U) times the employee's actual straight-rate of pay for a forty (40) hour week for those Saturday hours worked in excess of the employee's forty (40) hour week. Unless the employee's regular shift falls on a Sunday, an employee who works on Sunday shall be paid at a rate of two (2) times the employee's actual straight- rate of pay for a forty (40) hour week for those Sunday hours worked in excess of the employee's forty (40) hour week. Bargaining unit employees shall not perform job related work at their homes or work in excess of regularly scheduled hours unless pre-approval is granted by the employee's immediate supervisor. Under normal circumstances, the compensatory time option is not available to bargaining unit employees.

Nothing contained herein shall prohibit the Board from adopting a policy of hours, work days and work week to meet the needs of the College, including but not limited to creating a regular shift that commences Sunday and ends on Thursday to perform routine cleaning and maintenance of the facilities but not to engage in clean up services after special events on Sundays.

### Section 7.6 Call-Back Pay

An employee called back to work on any day which does not immediately precede or follow an employee's regular shift and after the employee has left the premises of the College, shall receive a minimum of two (2) hours work and shall be paid at a rate of one half (1 1/2) of that employee's regular straight-time hourly rate. No Call Back shall be compensated unless such Call Back has been approved by the employee's supervisor.

### Section 7.7 Change of Hours

The Board and the Union understand that it is of great importance that the efficient operation of the College be maintained. The parties, therefore, agree that these hours of employment may be changed at the discretion of the Board to insure such efficient operation.

- A. The Board agrees that such changes shall not be unreasonably or arbitrarily effectuated and that, whenever possible, the Union shall receive prior notice of such changes seven (7) calendar days in advance, except in an emergency.
- B. The Board agrees that it will notify the Union fifteen (15) calendar days prior to the implementation of any major program change, which may affect employee work hours. The Union shall have the option to request an immediate management/labor meeting to discuss the program change and its effect on employee work hours. Whenever possible, the Board shall attempt to notify employees and the Union, if

appropriate, of the possibility of abrupt changes that might be anticipated and that would affect work hours.

Nothing contained in these Sections shall be construed as a guarantee of hours worked per day or per week, except as otherwise provided herein.

#### Section 7.8 Breaks

Consonant with the needs of the departments of the College, as determined by the supervisors thereof, all full-time employees covered by this Agreement shall receive either one unpaid sixty (60) minute lunch break or one (1) unpaid thirty (30) minute break.

All bargaining employees shall receive, without loss of earnings, a fifteen (15) minute break in the first half of the employee's scheduled workday and a fifteen (15) minute break in the second half of the employee's scheduled workday.

#### Section 7.9 Consultation/Hours and Shifts

The Board recognizes the deep concern of the members of the bargaining unit and the Union relative to the scheduling of work hours and shifts pursuant to the provisions of Article VII. The Board, in recognition of these concerns, agrees to meet and consult with the Union and designated bargaining unit employees to receive their input and expressions of opinion relative to these subjects. The Board, through its administration, will give serious consideration to the opinions and desires expressed at such meetings and will make every reasonable effort to accommodate such concerns consistent with the rights of management as provided for in Article 1 of this Agreement and the needs of the College as a whole.

#### Section 7.10 Weather-Related Emergencies

During weather-related emergencies, if the school is closed and/or goes to remote learning, as determined by the College, employees called in during a weather-related emergency shall be paid at one and one-half (1 1/2) times the employees actual straight time rate.

### ARTICLE VIII DISCIPLINE

#### Section 8.1 Types of Discipline

At all times, supervisors and employees are encouraged to communicate with one another and try to resolve any problems that may arise. However, the Board and the Union recognize that, from time to time, circumstances will arise which require the just dispensation of discipline. The Board reserves the right to immediately suspend and discharge an employee for acts that threaten the effective operation and safety of the institution and those individuals associated with it, pending a just cause hearing on the alleged offense(s).

The parties agree, however, that disciplinary action shall be for just cause shown and will be performed in a manner that will not embarrass the employee before other employees or the public

and in a timely and progressive manner except in extreme circumstances. The imposition of discipline by the Board and the College is neither subject to nor conditioned upon the filing of a grievance.

The types of discipline agreed to by the parties are as follows:

A. Oral Warning

The employee's supervisor shall draft a memorandum of the oral warning and present it to the employee. All warnings shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning

Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

B. Written Warning

Subject to Section 8.2, a written warning shall be delivered by the College to the employee. All written warnings shall be signed by the employee and placed in the employee's personnel file. An employee's signature does not constitute an admission of guilt, but only acknowledges receipt of such warning

Such memoranda may be used as evidence in future disciplinary actions with regard to said employee.

C. Suspension

D. Discharge

Section 8.2 Pre-Disciplinary Meeting

For discipline actions as described in Section 8.1, C, D, the Board shall notify the Union and schedule a pre-disciplinary meeting with the employee and the Union. At this meeting the Board shall inform the employee of the reason(s) for the contemplated discipline. The employee and the Union's designated person shall have the right to rebut or clarify the reasons for such discipline.

The persons present at this meeting shall be limited to the employee, two (2) Union designated representatives, the supervisor involved, the Director of Human Resources for the College or his/her designee, and Counsel for the College. No other persons shall be present.

Section 8.3 Notification and Measure of Discipline

All levels of disciplinary action taken against an employee shall be done in writing with the full reasons stated therein. A copy of such disciplinary action shall be served upon the employee and the Union.

The disciplinary action taken for one employee shall not be a precedent for any conduct of a similar nature for any other employee. This right shall not be exercised in a capricious or discriminatory manner.

#### Section 8.4 Removal of Discipline

The record of any and all disciplinary actions, except for suspensions and discharges, shall be removed from an employee's personnel file after two (2) years if the employee has received no additional discipline for the same offense

#### Section 8.5 Polygraph Test

##### A. Normal Circumstances

No employee shall be required to take a polygraph test as a condition of retaining employment nor shall any employee be disciplined for refusing to take the polygraph test. If any employee voluntarily agrees to take a polygraph test, the employee shall be given a copy of any questions upon which a judgment could be made. The parties understand that no employee, under ordinary circumstances, shall be disciplined for refusing to take a polygraph.

##### B. Extraordinary Circumstances

However, the Board and the Union both understand that serious infractions involving allegations of possible fraud, theft, burglary and other serious felonious acts indicate the need for extraordinary steps in the resolution of these problems.

The parties, therefore, agree that in such cases the Board may require polygraph testing for the appropriate employee(s). It is understood that failure to take the test by any employee under such extraordinary circumstances shall subject the employee to discipline, up to and including discharge.

##### C. General

Any employee may voluntarily agree to take a polygraph test under the extraordinary circumstances outlined above.

In all cases where a polygraph test is to be administered, the subject matter of the interrogation in the test shall be communicated to the employee in advance of the test. A Union representative may accompany the employee to the location of the test. The polygraph examiner shall have absolute authority to determine which persons may be present in the room where the test is being administered.

If the results of such a polygraph test indicate to the expert examiner who administered the test that such employee so tested has given answers which raise serious question as to the employee's truthfulness and further indicate that the employee committed the acts in question, the employee may be subject to discipline, up to and including discharge.

#### Section 8.6 Security Cameras/Electronic Monitoring

The Board has the right to put video security cameras electronic monitoring in the areas in school buildings, including but not limited to school hallways, entry ways, publically located locker ways, offices where students, staff, and visitors are permitted to freely come and go, gymnasiums, cafeterias, libraries, school parking lots, and other outside areas, If video cameras/electronic monitoring are installed, signs will be posted advising that the premises are under video security cameras/electronic monitoring.

Video security cameras/electronic monitoring shall not be used in the following areas; private offices of members, locker rooms, changing areas, restrooms, meeting rooms designated break rooms, or other areas prohibited by law.

Spying on co-workers or employees will not be tolerated. Unauthorized use of the cameras or personal camera or other recording device, as prohibited by law, will be cause for disciplinary action, up to and including discharge.

The use of security cameras/electronic monitoring shall not be the sole determining factor for discipline, except in cases of gross misconduct which can lead to discharge. No bargaining unit member shall be terminated solely on the basis of video security cameras/electronic monitoring.

## ARTICLE IX GRIEVANCE PROCEDURE

### **Section 9.1 Grievance Procedure**

A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement.

The grievance shall be in writing and shall:

- 1) describe the alleged violation in detail.
- 2) cite the specific provision(s) of the Agreement allegedly violated, and
- 3) indicate the requested remedy.

When the Union files a grievance involving an individual member or a group of members, the grievance shall be signed by the individual member and/or the Chief Union Steward or his/her designee.

### **Section 9.2 Time Limits**

No grievance shall be processed unless it is submitted within fifteen (15) College Working Days of the occurrence of the event giving rise to the grievance or of the date a reasonable person should have been aware of the alleged violation. Time limits shall be strictly adhered to and may be extended only by mutual agreement. Failure by the College to respond to a step or communicate a decision within the specified time limits shall permit the Union to proceed to the next step.

### **Section 9.3 Step One**

The grievance shall be submitted in writing, on a form determined and issued by the Union to the Director of Campus Operations and Facilities within fifteen (15) College Working Days of the occurrence of the event giving rise to the grievance or of the date when such event could reasonably have been ascertained or become known to the grievant. The grievance form may be submitted to the Director of Campus Operations and Facilities by attaching it to an e-mail sent to him/her at his College e-mail address. The Director of Campus Operations and Facilities shall convene a meeting with the grievant to review the grievance provided such meeting is scheduled no later than ten (10) College Working Days after receipt of the grievance. The Director of Campus Operations and Facilities shall provide the grievant a written response to the grievance with a copy to the Chief Union Steward or designee no later than ten (10) College Working Days after such meeting. If no meeting is held or no written response is tendered, the grievance must be advanced to the next step within the time limits of when the meeting or response was due, measured using the deadlines set forth above. For example, if no meeting is convened, then the grievance must be advanced to the next step no later than the tenth (10<sup>th</sup>) day after the grievance was filed. If a meeting is convened and no written response is tendered, then the grievance must be advanced to the next step no later than the twentieth (20<sup>th</sup>) day after the grievance was filed. The parties may agree in writing to extend any deadlines in this Section.

### **Section 9.4 Step Two**

If the grievance is not resolved at Step One, the grievant may within ten (10) College Working Days of receipt of the 9.3 answer, appeal such grievance to the Director of Human Resources or other College Officer or Director as designated by the President of the College. Such appeal shall be in writing and indicate the reason(s) therefore. The Director of Human Resources or other College Officer or Director as designated by the President of the College, shall respond in the same manner and time frame as set forth in Step One, provided that if further investigation is needed, additional time may be allowed if agreed upon by both parties.

### **Section 9.5 Step Three - President**

If the grievance is not resolved at Step Two, the grievant may, within ten (10) College Working Days of receipt of the Step Two answer, appeal such grievance to the College President or his/her designee. Such appeal shall be in writing and indicate the reason(s) thereof. The College President shall respond in the same manner and time frame as set forth in Step One.

### **Section 9.6 Step Four - Arbitration**

If the Union is not satisfied with the disposition of the grievance at Step Three, it may submit the grievance to arbitration by filing a demand for the same with the President or designee within twenty (20) College Working Days of the Step Three answer and request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The arbitrators must have a business address within 125 miles of the College. Each party may reject the panel of arbitrators offered by FMCS one time and request an alternate panel at their cost. After the parties have exercised their option to reject a panel of arbitrators, they



shall attempt to agree upon an arbitrator from the panel(s) provided by FMCS or shall alternately strike names from the panel. The parties shall determine who strikes first by a flip of a coin and alternate strikes until one name remains. The party who wins the coin toss decides whether they will strike first, or whether the other party will strike first. The agreed upon arbitrator or the last name on the panel after names are struck shall be selected as arbitrator. Except as provided by law, the parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

The Arbitrator shall be without power to make decisions contrary to any, or inconsistent with, or modifying or varying in any way, the applicable laws and regulations having the force and effect of law. The arbitrator's decision shall be final and binding upon the parties.

Each party shall bear the full cost of its representation in the arbitration. The cost of the arbitrator and the FMCS shall be divided equally between the Board and the Union. If either party requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be equally divided. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

If the grievant and/or the Union shall fail to appeal a grievance to the next step in a timely basis, the grievance shall be deemed withdrawn. If the Board shall fail to answer any grievance within the time stipulated, the grievance may be appealed to the next step.

#### Section 9.7 Legal Proceedings

The Union agrees that it shall exhaust the Grievance Procedure in this Agreement to resolve disputes arising out of this agreement prior to any other avenue of redress. Bargaining employees shall retain their rights under law with respect to Federal, State, County, Local, and Administrative agencies, except as otherwise expressly provided in this Agreement.

#### Section 9.1 Objective

~~It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt resolution of any Grievances that may arise between the Board, the College, the Union or any member covered under this Agreement. Any employee within the bargaining unit, the Union, the College or the Board must use the appropriate grievance procedure unless the Union or the College specifically waives its right to it. Therefore, the parties agree that they shall use the procedures set forth in Article IX for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations of the terms or provisions of this Agreement. The Union and the College waive their rights, if any, to use any other procedure as a means to the resolution of any grievance. The Union and the College further agree that they shall not initiate proceedings in any other forum in respect to any matter that is or may become the subject of a grievance as hereinafter defined. The parties will work together to avoid multiple filings on the same issue.~~

#### Section 9.2 Definition of Grievance

~~Grievant: The Board, any employee covered under this Agreement, or the Union on behalf of at least one (1) aggrieved employee in the unit, who, pursuant to the terms of this Agreement seeks resolution for a grievance.~~

~~Grievance: An allegation placed in writing by the Grievant that any provision or term of this Agreement has been violated by the other party to the Agreement. The written grievance shall contain the article and section of this Agreement alleged to have been violated and all of the known details such as date of violation, alleged facts pertinent to the situation, remedy sought or relief requested, names of involved persons or witnesses, date of first level Grievance, and the signature of at least one aggrieved party. Grievances must be in writing on a form agreed to by both the Union and the College.~~

~~Every effort shall be made to schedule grievance/arbitration meetings during work time and representatives of the Union shall attend without loss of compensation, except that there shall be no compensation for Union representatives attending while off their shift of employment, nor shall there be any overtime or call back pay allocated or permitted.~~

#### Section 9.3 Employee/Union Grievance

~~The Board and the Union agree that a number of potential grievances may be avoided if the affected employee and the appropriate supervisor are able to discuss and resolve problems by these means.~~

~~There may be occasions, however, when the employee believes that, although the defined problem might be resolved by such discussions, the employee would prefer that such consultations and discussions be held on an informal basis between the College and a representative of the Union. In such cases, the employee may contact the SEIU Union Representative to act as his/her representative with respect to the pre grievance consultation. Thereupon, the Union representative shall contact the Director of Human Resources of the College.~~

~~A pre grievance consultation is mandatory. The content of these discussions shall not be used in the processing of grievances. A pre grievance consultation must be requested by the Grievant or his/her/its representative within ten (10) calendar days after the Grievant had knowledge of the alleged violation giving rise to the Grievance. If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step I shall commence.~~

#### Section 9.4 Grievance Steps

~~Abandonment and Extension: If the employee, the College the Board or the Union fails to pursue, or initiate the grievance within the prescribed time limits, the grievance shall automatically be forfeited.~~

~~If the College or the Union fails to respond within the prescribed time limits, the Grievance will automatically proceed to the next step.~~

~~It is the intention of the parties to strictly and absolutely enforce the time limits in this Article IX. The prescribed time limits may be extended by mutual consent of the Union and the College. Extensions of time may be used for, but are not limited to, further investigation of the alleged violation, attempting to negotiate an agreement, the inability of an employee to be present at a level, or providing for additional levels of management review. The following shall be the determinative factors for disputed time limits:~~

- ~~(a) if facsimile is utilized, the date on the fax confirmation will be the determining factor. Both the Union and the College will provide facsimile numbers to be used in the grievance process;~~
- ~~(b) if Certified U. S. Mail is utilized, the date on the delivery receipt or, if refused to be picked up, the last date on the attempt to deliver message from the Post Office; or (c) if hand delivered, the date stamp on the document.~~

~~The following four (4) step procedure is the exclusive remedy for employees and the Union concerning all matters arising under this Agreement. The designee of the Board at each successive Step provided for in this procedure shall be someone who has more authority than the person at the previous Step. Whenever the Board designated representative appears in more than one (1) Step because of the organizational structure of the College, the President shall designate some other person to perform at the next succeeding Step.~~

~~In a grievance involving the matter of an employees' termination after the pre-grievance consultation the grievance procedure shall begin at Step 3. All other grievances shall be processed as follows:~~

~~Step 1: Within ten (10) College Working Days of the pre grievance meeting, an employee shall present the grievance in person to the Director of the Physical Plant in writing on the form attached hereto as APPENDIX C. The employee may be accompanied by a steward. The Director of the Physical Plant shall, within ten (10) College Working Days of receipt of the grievance, meet with the Grievant and attempt to resolve the grievance. The Director of the Physical Plant shall provide a written answer to the Grievant Union within five (5) College Working Days of said meeting in Step 1 on the form attached hereto as APPENDIX C. If the Director of the Physical Plant's response at the meeting is unsatisfactory then the grievance may be moved to Step 2.~~

~~Step 2: If there is not a satisfactory adjustment of the matter at Step 1, or if the Director of the Physical Plant fails to respond within the specified time, the grievance shall be presented to the Vice President of the College or his/her designee by the Grievant or the Union and normally at least one aggrieved employee. Said grievance shall be submitted within ten (10) College Working Days of the Director of Physical Plant's reply at Step 1, or in the absence of such reply, within ten (10) College Working Days of the date the reply was due. Within ten (10) College Working Days of receipt of the grievance, a meeting with the Grievant, the Union, and the Vice President or designee shall take place in an attempt to resolve the grievance, unless the parties agree in writing to extend the time to meet.~~

~~If a settlement is reached pursuant to the provisions of this Step, said Vice President shall issue a written agreement signed by the Grievant, an authorized agent of the College, and the Union Representative. If no settlement is reached, the Vice President shall give a written answer to the~~

Grievant and the Union within five (5) College Working Days following the meeting held in Step 2.

Step 3: If the matter is not satisfactorily adjusted at Step 2, or the Vice President does not respond within ten (10) College Working Days of his/her notification, the Union may submit a written request for review to the President of the College. Such request shall be filed within ten (10) College Working Days of the receipt of the Step 2 decision, or in the absence of such reply, within ten (10) College Working Days of the date the reply was due. Within ten (10) College Working Days of the Union's request to move the Grievance to Step 3, the President of the College, or his/her designee(s), shall meet with the Union representative to discuss the grievance and reach an amicable settlement if possible. If no settlement is reached, the President of the College shall, within five (5) College Working Days of the Meeting, review the matter on its face or order a hearing thereof by himself/herself, or by his designee (herein after known as the "Hearing Officer") who shall make a recommendation. Said hearing shall take place within ten (10) College Working Days of the referral to the Hearing Officer by the President, unless the parties agree in writing to extend said time. After this review of the grievance, or receiving the Hearing Officer's recommendation, the President of the College will make his/her final decision within ten (10) College Working Days. The President of the College shall note his/her final decision and disposition of the grievance by submitting a signed copy thereof to the Grievant, to the Union, and to other parties thereto. The final disposition of the grievance shall include sufficient factual information and findings for the Union to ascertain the logic of the decision or, at the President's discretion, a copy of the Hearing Officer's Report and Recommendation may be substituted for the facts and logic.

If a settlement is reached pursuant to the provisions of this Step, the President of the College shall issue a written agreement signed by the Grievant, an authorized agent of the College, and the Union representative.

Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Grievant and the Union may serve notice of intention to arbitrate upon the President of the College on the form attached hereto as APPENDIX D, within five (5) College Working Days after the Union receives the answer in Step 3.

Based on the election made by the employee, the hearing before the arbitrator shall be held as follows:

The College and the Union shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list until there is one (1) name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Alternatively, the parties may choose an arbitrator by agreement.

#### Section 9.6 Board/College Grievance

~~It is agreed that under this Agreement there may be occasions when grievances by the Board, or the College, against the Union or an employee may arise. It is therefore understood and agreed that when, in their judgment, it is desirable to utilize the grievance and arbitration procedures of this Agreement against the Union or an employee(s), the procedures of the following sections shall be observed.~~

#### ~~Section 9.7 Pre-Grievance Consultation~~

~~The Board and the Union agree that a number of potential grievances may be avoided if the Board and the College are able to discuss defined problem areas with the affected employee and the Union. In such cases the Board and the College shall consult with the affected employee and the affected steward, where appropriate.~~

~~There may be occasions, however, when the Board and the College believe that, although the defined problem might be resolved by such discussions, that it is better that such discussions be held directly with the Union. In such cases, such discussions, on an informal basis, may be initiated with either the President of the Union or the Union Representative by the administration supervisor or the administrator designated by the President of the College to administer and enforce this Agreement.~~

~~A pre-grievance consultation is mandatory. The content of these discussions shall not be used in the processing of grievances. A pre-grievance consultation must be requested by the College or Board within ten (10) calendar days after the Grievant had knowledge of the alleged violation giving rise to the Grievance. If the potential grievance is not resolved by this procedure, then, in that event, the filing of a grievance in Step 1 shall commence.~~

#### ~~Section 9.8 Grievance Steps~~

~~The following four (4) step procedure shall be used by the Board or the College who elects to utilize the grievance procedure concerning matters arising under this Agreement. The designee of the Union at each successive Step provided for in this procedure shall be someone who has more authority than the person at the previous Step.~~

~~All Grievances shall be processed as follows:~~

~~Step 1: Within ten (10) College Working Days of pre-grievance meeting, The Board or the College desiring to file a grievance shall submit it in writing, upon the grievance form attached hereto as APPENDIX E, to the Division Director of the Union. The Division Director shall arrange for a meeting with the Grievant, the Board and appropriate administration representatives within ten (10) College Working Days of receipt of the written grievance to fully discuss the subject matter thereof.~~

~~The Division Director shall provide a written answer to the Board and the College within five (5) College Working Days after said meeting in Step 1 on the form attached hereto as APPENDIX E.~~

~~Step 2: If the grievance is not settled in Step 1 or if the Union/Employee fails to respond within the specified time, and the Grievant wishes to appeal, the grievance may be referred by the Grievant, in writing, to the Secretary-Treasurer of the Union within ten (10) College Working Days after the answer in Step 1 or in the absence of such reply, within ten (10) College Working Days the date the reply was due. Such grievance shall be signed by the Board President or his/her authorized agent.~~

~~The Secretary-Treasurer of the Union shall discuss the grievance within ten (10) College Working Days with the Board or the College representative at a time mutually agreeable to the parties.~~

~~If a settlement is reached pursuant to the provisions of Step 2, the Secretary-Treasurer of the Union shall issue a written agreement signed by the Secretary-Treasurer, the Grievant, the Board, and the College's authorized agent.~~

~~If no settlement is reached, the Union Secretary-Treasurer shall give a written answer to the Board and the College within five (5) College Working Days following the meeting held in Step 2.~~

~~Step 3: If the grievance is not settled in Step 2 or the Union/employee fails to respond within the specified time, and the Board or the College desires to appeal, the grievance may be referred by the Grievant in writing to the President of the Union, or his/her duly appointed designee, within ten (10) College Working Days after the answer of the Union Secretary-Treasurer in Step 2; or, in the absence of such reply, within ten (10) College Working Days, of the date the reply was due. The President of the Union or his/her duly appointed designee shall, within ten (10) College Working Days, discuss the Grievance with the Grievant, the Board, and the College at a time mutually agreeable to the parties.~~

~~If a settlement is reached pursuant to the provisions of this Step, the President of the Union, or his/her duly appointed designee, shall issue a written agreement signed by the Board and the College.~~

~~If no settlement is reached, the President of the Union, or his/her duly appointed designee, shall issue a written answer to the Board and the College within five (5) College Working Days following the meeting held in Step 3.~~

~~Step 4: If the grievance is not settled in accordance with the foregoing procedure, the Board or the College may serve notice of intention to arbitrate, upon the President of the Union on the form attached hereto as APPENDIX F, within five (5) College Working Days after receipt of the answer in Step 3.~~

~~Based on the election made by the Board/College, the hearing before the arbitrator shall be held as follows:~~

~~The College and the Union shall obtain a list of seven (7) recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service. Upon receipt of such list each party shall strike a name from the list until there is no name remaining. The remaining individual shall be the arbitrator. The order of striking shall be determined by a coin toss. Alternatively, the parties may choose an arbitrator by agreement.~~

#### ~~Section 9.9 Authority of Arbitrator for Grievances brought by an employee or the College/Board~~

~~Neither the Board nor the aggrieved shall be permitted to assert any grounds before the arbitrator that were not previously disclosed in writing to the other party. The arbitrator may interpret the Agreement, but shall have no right to alter, amend, modify, nullify, ignore, enlarge, add to, delete subtract from or change the provisions of this Agreement, applicable work rules or any applicable Board policy.~~

~~The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to make any decision or recommendation on any other issue not submitted.~~

~~The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law.~~

~~The arbitrator shall promptly review the charges and confer with the parties to the hearing as necessary. The hearing shall be open only to the parties in interest, unless mutually agreed otherwise.~~

~~If the arbitrator determines that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or modify the action and order the employee be made whole for any losses incurred as a result of the disciplinary action, or portion thereof, that is not sustained by the arbitrator. Any monetary award (back pay, etc.) must be offset by all other income from any source.~~

~~The arbitrator shall use his/her best efforts to issue a decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall set forth findings of fact, reasonings, and conclusions, and shall be based solely upon the interpretation of the meaning or application of the specific terms of this Agreement, Board policy, or applicable work rules involved to the facts of the Grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be immediately implemented.~~

#### **Section 9.10 Expense of Arbitration**

~~The fees and expenses of the arbitrator and the cost of a written transcript provided to the arbitrator, at the arbitrator's request shall be divided equally between the Board and the Union.~~

~~In the event that the arbitrator does not request a transcript and a party desires and requests a transcript of the proceedings, that party shall bear the full cost of such transcript. If both parties request a transcript, the cost shall be divided equally.~~

~~All other expenses shall be borne solely by the party incurring them.~~

~~The Grievant shall receive compensation for the time he/she spends at the hearing and shall be released from work to attend said hearing.~~

~~Neither the Grievant, witnesses, nor Union representatives shall be paid additional compensation or overtime if the hearing cannot be held during their normal working hours.~~

~~Unless the parties mutually agree otherwise, arbitration hearings shall be held at the College.~~

#### **Section 9.11 Time of the Essence**

~~The parties agree that the objective of time limits, as provided for herein, is to effectuate a final conclusion of the subject matter of the grievance. In regard thereto, the parties specifically declare and agree that time is of the essence in the performance of all obligations pursuant to Article IX.~~

~~The parties desire and mutually agree that the provisions of Article IX and all Sections hereunder shall be strictly construed.~~

~~The parties, however, understand and agree that time limits may be extended by mutual agreement of the parties expressed in writing.~~

#### ~~Section 9.12 Miscellaneous Provisions~~

- ~~A. Forms, mutually agreed upon, for the filing of grievances shall be prepared by the College and given appropriate distribution. The forms for filing grievances are attached hereto as APPENDICES C and E. Such forms shall be numbered and recorded upon a grievance docket to be maintained by Human Resources.~~
- ~~B. Nothing contained in this Agreement shall prevent the parties from settling an alleged grievance to the parties' mutual satisfaction prior to the issuance of the arbitrator's decision.~~
- ~~e. Conferences, meetings, and hearings held pursuant to the grievance procedure shall be set by mutual agreement.~~
- ~~D. Attendance at meetings and hearings held under this grievance procedure shall be limited to those persons specified in the procedure, witnesses, resource people required by either party and legal counsel for the parties.~~
- ~~E. The filing or pendency of any grievance under the provisions of Article IX shall not prevent the Board and the College from taking the action complained of, subject however, to the final decision on the grievance and final decision on appeal through the Administrative Procedure Act, if any.~~
- ~~F. The grievance and arbitration procedures of this Agreement shall not apply to any matter to which the Board is without authority to act or concerning which the Union is not authorized to represent employees covered by this Agreement.~~
- ~~G. Nothing contained in Article or elsewhere in this Agreement shall be construed to deny to the Board, College administrators, the Union or any employee their rights under applicable law, or resolutions, rules or regulations having the force and effect the law.~~

#### ~~Section 9.13 Legal Proceedings~~

~~In the event the Grievant and/or the Union commences a proceeding in any state or federal court or administrative agency against the Board, College, individual trustees and/or administrators, charging the Board or administrators with alleged violation of this Agreement, such remedy shall be exclusive and said Grievant/Union at the Board's option shall be barred from invoking any remedy by this grievance procedure for that alleged violation.~~

### ARTICLE X LEAVES OF ABSENCE

#### Section 10.1 Bereavement Leave

In the event of the death of any member of an employee's immediate family (as defined in Section 1.11), the full time bargaining unit employee shall be entitled to up to three (3) consecutive workdays leave without loss of salary for the purpose of attending the funeral, including such related events as a wake or visitation. If additional days are deemed necessary by the employee, and are approved by the Director of Human Resources of the College, an employee may use any unused personal emergency leave days to which the employee is entitled. If more days are needed,



the Director of Human Resources of the College may allow, in his/her discretion, an employee to use accumulated sick leave.

In the event of the death of a co-worker or any member of the immediate family of a co-worker, full time bargaining unit employees requesting to be excused from work shall, at the sole discretion of the supervisor, be so excused without loss of pay so that such employees might attend said funeral and provided that the employee attends said funeral.

#### Section 10.2 Jury Duty Leave

A full time bargaining unit employee who is selected for jury duty shall suffer no loss of pay for the days the employee serves his/her jury duty. The daily compensation for jury duty, less a travel allowance, shall be deducted from an employee's regular pay from the College. Evidence of payment for jury duty must be submitted to the Director of Human Resources.

All employees summoned as jurors shall notify their immediate supervisor the next work day following receipt of such summons. The employee shall show the summons to the supervisor who shall record appropriate information therefrom. Whenever such employee receives such late notice that it is impossible to notify the appropriate supervisor prior to responding to the summons, the employee shall notify the supervisor as soon as is reasonably possible.

Upon return to work after release from such appearance or service, a copy of the release slip provided by the court shall be supplied to the supervisor.

Third shift employees may select the day before or the day after their actual jury service day as their work jury service day.

### Section 10.3 Disability Leave

A full time bargaining unit employee who is judged by a physician to be unable to work because of a temporary (including child bearing) or permanent disability and who has exhausted all other entitled leaves (i.e., medical, partial medical, FMLA, and vacation) shall be placed on unpaid disability leave for a maximum of six months. While on unpaid disability leave, a bargaining unit employee must submit to the Director of Human Resources for the College a physician's statement once each month indicating ability to work.

The College reserves the right to require a bargaining unit employee to visit a physician chosen and paid for by the College to verify disability.

No compensation shall be paid by the College to a bargaining unit employee on disability leave. However, all medical and life insurance benefits shall remain in force if that the bargaining unit employee makes all the necessary employee contributions. Before returning to work, a bargaining unit employee, on disability leave, must provide the Director of Human Resources of the College with a physician's statement indicating approval to resume all job duties.

If, upon the expiration of a disability leave, it is not possible for the bargaining unit employee to return to the same position, all reasonable efforts shall be made to arrange a transfer to a comparable position with approximately the same salary range. The College has no obligation to create a position for the employee.

Medical, partial medical, personal, emergency, and vacation leave does not accrue while a bargaining unit employee is on disability leave,

Disability Leave does not apply to an illness, injury, or disability covered by the Workers' Compensation Act.

Part-time, temporary, probationary, and emergency employees are not entitled to Disability Leave.

### Section 10.4 Medical Leave

Medical leave is accrued by full time bargaining unit employees at the rate of one (1) day for each month worked. The one (1) day per month is earned at the end of the worked month. After a bargaining unit employee's signed application has been approved, medical leave shall be granted for an absence from work due to illness or injury, except as provided herein.

Medical leave does not accrue while the employee is on unpaid leave.

Medical leave is to be used when an employee is too ill to work and/or his/her dependent is ill and needs the employee's care. Medical leave may also be used for routine dental and medical appointments.

## 10.5 Reporting Absences

Whenever a bargaining unit employee is unable to report to work because of illness, injury, or a personal emergency, ~~the supervisor~~ the Director of Campus Facilities and Operations or his/her designee ~~(or Campus Police when the switchboard is closed)~~ must be notified no later than ~~fifteen (15) minutes~~ one (1) hour before the shift is scheduled to begin if the employee works the Day Shift, and three (3) hours before the shift if scheduled to begin for employees who are working a shift other than the Day Shift. Failure of an employee to report absences ~~on for~~ on three (3) or more occasions, whether consecutive or not, ~~consecutive days~~ may result in ~~immediate dismissal~~ disciplinary action. The absence must also be entered by the employee into the electronic timeclock system no later than the end of the next shift that the employee works after being on sick leave. Failure to do so may result in disciplinary action.

After a bargaining unit employee has been absent for three (3) consecutive days in Benefit Year, said employee shall report to the Director of Human Resources prior to returning to work with a physician's approval to resume all job duties and to discuss the reasons for the absences and possible approaches to alleviating the problem. The same procedure shall be followed for subsequent absences of three (3) or more day's duration. The Director of Human Resources may request the Custodial Supervisor, the Director of Campus Operations and Facilities ~~Director of the Physical Plant~~ or other administrators to be present at these meetings.

In addition, Morton College retains the right to take corrective steps to deal with abuse of sick leave or if a bargaining unit employee has prolonged and/or frequent and/or regular and/or patterned absences which hinder the conduct of his responsibilities and/or the operations of Morton College. Such corrective steps may include requiring a bargaining unit member to either: (a) visit a physician chosen and paid for by Morton College to verify illness or injury or (b) furnish a physician's statement verifying the illness or injury. When a physician's statement is required as proof of illness or injury, paid sick leave will be suspended until the statement is received and approved by the Director of Human Resources. Misuse of sick leave or falsification of documents may result in the loss of pay for the period of time in question or other disciplinary action including termination of employment.

With the exception of catastrophic illness or injury requiring hospitalization or extended bed rest, no medical leave shall be granted for a day abutting an employee's vacation leave and/or personal days. For each benefit year, after an employee has taken at least one (1) day of medical leave that abuts his regularly scheduled day(s) off on three (3) separate occasions in one (1) benefit year, with the exception of catastrophic illness or injury requiring hospitalization or extended bed rest or with the pre-approval of the Director of Human Resources, no medical leave shall be granted for any day a bargaining unit member seeks to take medical leave that abuts an employee's regularly scheduled day off.

Unused medical leave shall be carried forward into the next Benefit Year. Upon resignation, retirement, or dismissal, no compensation for medical leave shall be paid. Unused medical leave contributes to service credit under the rules, regulations and the laws of the State Universities Retirement System (SURS).

Misuse of medical leave or falsification of documents may result in the loss of pay for the period of time in question and/or other discretionary action including termination of employment.

As a general practice, routine dental and medical appointments should not be scheduled during regular work hours. If this is impractical, then medical appointments scheduled during regular work hours will be charged to Medical Leave. Whenever possible, such appointments should be made early or late in the work day. Medical Leave request forms must be approved by the employee's supervisor.

When a Holiday observed by the Board occurs during a period of extended illness or injury, the day off is not charged to an employee's Medical Leave.

Absences due to an illness or injury covered by the Workers' Compensation Act are not charged to full time bargaining unit employees' Medical Leave.

#### Section 10.6 Partial Medical Leave and Sick Leave Bank

As of the effective date of this Agreement, the Partial Medical Leave provision is eliminated. In its place is a Sick Leave Bank.

An SEIU Sick Leave Bank was established during the 2011 - 2012 Benefit Year. All those individuals continuously employed and eligible for sick leave benefits as of July 1, 2011 are vested members of the SEIU Sick Leave Bank. All other individuals become members of the SEIU Sick Leave Bank upon date of employment. As of July 1, 2011 the SEIU Sick Leave Bank will be established at a minimum of fifteen (15) days. No later than July 1, 2012 the SEIU Sick Leave Bank must be at a minimum of thirty (30) days. Once the bank has reached a balance of thirty (30) days the participants will be able to withdraw from the bank.

1. An SEIU Sick Leave Bank Committee will act in all matters that concern the policies and the administration of the SEIU Sick Leave Bank and report its decisions in writing (email) to the Human Resource Department and/or the College's designee prior to any payment for extended sick leave. The committee shall be made up of the SEIU Business Agent, Union stewards of local 73, the [Director of Campus Operations and Facilities](#), and one (1) College representative (appointed by the President).
2. Employees will enroll in the SEIU Sick Leave Bank by donating one (1) sick day to the Bank at the beginning of each Benefit Year. These days will be automatically deducted from the employee's sick day entitlement. Employees who are not eligible for sick leave benefits are not entitled to membership in the SEIU Sick Leave Bank.
3. The intent of the SEIU Sick Leave Bank is to provide extended sick leave to those members who experience an extended absence due to the employee's own prolonged illness or hospitalization, or the prolonged illness or hospitalization of an employee's immediate family member. For the purpose of this policy, "immediate family member" shall be defined as spouse, children (or other dependents living in your home), parents, parent-in-laws, son-in-law, and daughter-in-law. The Sick Leave Bank shall not be available for use in conjunction with any illness due to elective surgery or cosmetic

surgery. The SEIU Sick Leave Bank shall not be available for the purpose of normal childbirth and/or maternity leave. In order to be eligible to draw from the Bank, a member must:

- a. Be a contributor to the Bank.
- b. Present a doctor's certificate of continuing illness, including date that they are anticipated to return to work,

C Have used all of his/her accumulated sick leave and all other available compensation days (i.e. personal business days, vacation days, comp time, etc.),

4. A maximum number of days available annually to an eligible member shall be as follows:

Number of years as a contributor   Number of available days 4 or

less

5+

up to 30

Three hundred and sixty-five (365) days must pass from their last day of access or full utilization of their maximum allotment before an additional application can be made to the SEIU Sick Leave Bank. Upon a doctor's release to return to work, any unused days granted to the employee shall be returned to the SEIU Sick Leave Bank.

5. Should the total number of days in the SEIU Sick Leave Bank ever fall below thirty (30) days, representatives from the SEIU and the School District shall meet to assess the viability of the Sick Leave Bank and the potential need for additional days to be contributed by members of the SEIU Sick Leave Bank.

It shall be noted that any medical documentation required herein is requested at the direction of the SEIU Sick Leave Bank Committee for the purpose of determining eligibility for sick leave bank benefits only. The School Board of District 527 reserves the continued right to request any medical documentation it deems necessary, and/or to require employees to submit to medical examinations, subject only to any limitations existing under applicable law.

6. The SEIU Sick Leave Bank Committee following the procedures outlined above shall have the sole right to determine how SEIU Sick Leave Bank days shall be utilized and in addition shall indemnify and hold harmless the School Board of District 527 from any and all claims arising from any and all decisions by the SEIU Sick Leave Bank Committee in relation to the use or denial of use of the SEIU Sick Leave Bank This obligation to hold harmless shall only be applicable if the District gives the Sick Leave Bank Committee written notice within fifteen (15) days of receipt of any charge, lawsuit or claim arising under this article.

7. Member employees who have exceeded their maximum sick leave day accrual (that can be carried over into the next fiscal year) as of June 30th will automatically have excess days donated to the SEIU Sick Leave Bank.

8. Directions for accessing the SEIU Sick Leave Bank: An eligible District 527 Sick Leave Bank member who has used all sick days, personal days, vacation days, and comp time, may request days from the Sick Leave Bank by contacting the Human Resource department for an application for Sick Leave Bank days. Upon receipt of an application, the Sick Leave Bank Committee will convene within five (5) business days to review the request and determine whether or not to grant the request for Sick Leave Bank days. The Committee Chairperson (Human Resource) will contact the employee, of the Committee's decision. Medical Leave, Personal Emergency Leave, and Vacation shall not accrue while an employee is on leave provided by the Sick Bank.

#### Section 10.7 Emergency Leave

Each full time bargaining unit employee shall be credited with two (2) days of personal emergency leave each Benefit Year. The two (2) days are earned at the beginning of the employees' employment during the first Benefit Year and thereafter at the beginning of each Benefit Year.

Personal emergency leave may be used to accommodate events such as a critical illness or marriage in one's immediate family, transportation difficulty, court attendance, or for other emergency situations that cannot be taken care of during non-work hours.

Whenever possible, personal emergency leave requests should be submitted to and approved in advance by the employee's supervisor. Personally compelling and highly confidential requests may be submitted orally to the Director of Human Resources. If needed, additional personal emergency leave may be approved in the sole discretion of the Director of Human Resources of the College. Additional personal emergency leave shall be charged against the bargaining unit employee's accumulated sick leave.

Emergency leave days that remain unused at the end of each contract year shall be converted to sick leave days and credited to the sick leave account of each employee.

#### Section 10.8 Parenting Leave

A full-time bargaining unit employee who has completed one (1) year of service with the College may request a parenting leave, without pay, for a period not to exceed three (3) months to give birth and/or to rear a newborn child or an adopted child under two (2) years of age. While such leave shall not constitute a break in service, it shall not apply to accrual of Time or Class Seniority.

A full-time bargaining unit employee returning from such a leave within the three (3) month period after the leave was granted, shall return to the position the employee occupied prior to leave. The employee shall give thirty (30) calendar days written notice to the Director of Human Resources and Research of the intention to so return. While on such a leave, the employee shall be allowed to participate in the group insurance policies, provided that the employee pays the full cost of such participation.

Medical Leave, Partial Medical Leave, Emergency Leave, and Vacation shall not accrue while an employee is on Parenting Leave.

The Employer will adhere to the requirements of the Pregnancy Fairness Act. Under the Pregnancy Fairness Act, an employee who is pregnant, have recently given birth, or who has a medical or common condition related to their pregnancy or childbirth may request a reasonable accommodation. The employer will grant the reasonable accommodation unless such accommodation would cause an undue hardship on the ordinary operation of the business of the employer.

#### Section 10.9 Family Medical Leave Act

Employees shall be covered by the "Family and Medical Leave Act of 1993" ("FMLA")  
Employees shall make every effort to provide the Board thirty (30) calendar days' notice, if possible before taking such leave, or notify the Board as soon as practical.

The Board agrees to continue to provide health care coverage for employees who are on leave under Section 10.8 in accordance with Article X Insurance Benefits, of this Agreement,

Medical Leave, Partial Medical Leave, Emergency Leave, and Parenting Leave shall be taken concurrently with FMLA leave. The employee has the option whether to utilize vacation time while on ELMA.

### ARTICLE XI VACATION LEAVE

#### Section 11.1 Entitlement

Vacation for each full time bargaining employee will be credited at the beginning of the Benefit Year, July 1, and shall be allocable through the end of the Benefit Year, June 30, in accordance with the following schedule:

Length of Service	Number of Vacation Days
1 through 11 months	5/6 days per month
1 through 5 years	10 days per year
6 through 10 years	15 days per year
11 through 15 years	18 days per year
16 years and over	20 days per year

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~~Vacation must be taken within six (6) months of the close of the Benefit Year in which it accrued. Employees will be allowed to carry over ten (10) unused vacation days. However, if the College denied an employee's request to use his/her accrued Vacation during the Benefit Year in which it accrued or within the six (6) months after the close of said Benefit Year, the time in which the employee may take the Vacation will be extended by an amount of time to be determined on a case by case basis.~~

Employees must use all of their vacation during the Benefit Year in which it was earned. If they do not use all of their vacation during that time, then they will be paid for any unused vacation. Said payment shall be made no later July following the end of the Benefit Year.

## Section 11.2 Vacation Scheduling

For vacation requests consisting of two (2) or more days, each full time bargaining unit employee shall submit a vacation request as far in advance as possible, but in no instance less than two (2) weeks in advance of the leave. Any full time bargaining unit employee desiring to utilize only one (1) day of accumulated vacation leave must request same by giving three (3) calendar days' notice.

Employees shall discuss their vacation ~~dates~~ plans in advance with their immediate supervisor.

Vacation leave must be approved, in writing, by the Director of Campus Operations and Facilities Custodial Supervisor (if applicable), the Director of Human Resources, and the Vice President of Finance and Administrative Affairs. Vacation leave requested may be denied when such leave may impair the operation of the College.

The College shall respond to a request to use accrued leave within five (5) College Working Days from receipt of the request if the requested time off is within four (4) months of when the request was made. If the requested time off is out more than four (4) months from the date of the request, then the College shall respond to the request to use accrued leave within fifteen (15) College Working Days from receipt of the request. It is the employee's duty to tender the request to use accrued Vacation to the Director of Campus Operations and Facilities ~~proper person in management~~.

Vacation shall be pro-rated for a bargaining employee whose employment with the College ceases before the end of the Benefit Year.

If a vacation request is denied, upon request by the employee, the Director of Campus Operations and Facilities shall inform the employee of the reason for the denial.

## ARTICLE XII HOLIDAYS

### Section 12.1 Eligibility

Each full time bargaining unit employee shall receive each of the following paid holidays that fall within his/her regular yearly work schedule.

### Section 12.2 Holidays Observed

The paid holidays observed for qualified bargaining unit employees pursuant to the provisions of this Agreement shall be:

Independence Day (Fourth of July)

Labor Day



Columbus Day  
Veterans Day  
Thanksgiving Day  
Thanksgiving Friday  
\*Christmas Eve  
\*Christmas Day  
\*The six (6) days granted to all other employees during the Christmas recess  
\*New Year's Eve Day,  
\*New Year's Day (\*Note: The  
Winter Break consists of five (5)  
days to be used the first week of  
Winter Break only, not the second  
week of Winter Break. No accrued  
benefit time may be used during the  
second week of Winter Break, other  
than sick time. ~~ten (10) work days of~~  
which four (4) are Holidays and the  
remaining six (6) days are those  
granted to all other employees  
during the Christmas recess)  
Martin Luther King Jr.'s Birthday  
President's Day  
General Casimir Pulaski Day  
Good Friday  
Memorial Day  
Juneteenth

Additionally, any other day or part of a day shall be deemed a holiday when so designated by the Board, Provided, however, that such days shall not include emergency closing days, or portions thereof, caused by acts of God, power outages, utility and water failures or other such intervening causes.

In order to be paid for the holiday, the employee must work the day before and the day after a holiday or be on an approved paid leave.

### Section 12.3 Continued Observance

The holidays provided for in Section 12.2 above, are dependent upon and result from official acts of National and State Governments and shall continue to be paid holidays under this Agreement while retaining such official status. Any such holidays which shall be removed from such status by acts of the National or State Governments shall, upon such action, be deleted from this collective bargaining agreement as paid holidays.

#### Section 12.4 Holiday Pay

Full time bargaining unit employees who are required to work on a College recognized holiday, ~~except Christmas Break~~, are to be paid time and one-half (1 1/2) in addition to holiday pay, i.e., two and one-half time (2 1/2).

### ARTICLE XIII INSURANCE BENEFITS

#### Section 13.1 Medical Insurance

The Board agrees to provide the same medical benefits for the full time bargaining unit employees and their dependents as those granted to full time members of the faculty at the College.

#### Section 13.2 Term Life Insurance

The Board will, provide each full time bargaining employee with \$50,000 of term life insurance. Additional amounts of insurance for said employees and their dependents may be made available by the insurer at the employee's option and expense. A payroll deduction will be made to cover the cost of such additional insurance.

~~Section 13.3 Reopener Starting in 2012 and thereafter on an annual basis for the term of this Agreement, the Union reserves the right to bargain about its ability to offer medical insurance coverage to its bargaining unit members, including providing insurance coverage through a Union sponsored plan rather than through the College's insurance plan, so long as the basic level of insurance benefits are on the whole no less than those then being provided under the College's insurance plan and so long as the cost of the Union plan is less expensive than the College's plan based on then current contribution rates paid for by the College. The basic level of insurance includes coverage levels, benefit levels, out of pocket expenses, co-pays, and deductibles. The College agrees to meet negotiate this one issue (medical insurance) upon receipt of a demand to bargain notice from the Union which must be received at a minimum of ninety (90) calendar days prior to the start of the College's open enrollment period.~~

### ARTICLE XIV COMPENSATION

#### Section 14.1 Employee Compensation

Annual compensation for the custodial and maintenance staff shall vary depending on the position and other factors. For the term of this Agreement, the starting annual compensation for ~~probationary and~~ full-time employees shall be as follows:

	<del>Probation</del> Starting Salary (annual and hourly)
Custodian	<del>28,074.00</del> annually <del>13.50</del> / Hour

Custodian/Maintenance	<del>29,668.00</del> annually <del>14.26</del> / hour
General Maintenance	<del>33,355.00</del> annually <del>16.04</del> / hour
Maintenance Mechanic	<del>35,445.00</del> annually <del>17.04</del> / hour
HVAC Mechanic	<del>39,523.00</del> annually <del>19.00</del> / hour
Receiving/Mail Clerk	<del>28,073.52</del> annually <del>13.50</del> / hour
Grounds Keeper	<del>28,073.52</del> annually <del>13.50</del> / Hour

Position	Salary	Hourly
Custodian	\$ 31,408.00	\$ 15.10
Receiving/Mail Clerk	\$ 31,408.00	\$ 15.10
General Maintenance	\$ 37,564.80	\$ 18.06
Maintenance	\$ 39,894.40	\$ 19.18
HVAC Mechanic	\$ 44,470.40	\$ 21.38

#### Section 14.2 Salary Increases

Upon ratification, the hourly rate of each employee in the bargaining unit as of the date of execution of this Agreement shall increase by \$1.60 per hour effective July 1, 2021. Employees would not receive any percentage increase to their base pay on top of the \$1.60 per hour increase for Benefit Year July 1, 2021 through June 30, 2022.

The annual salary for each bargaining unit employee shall increase according to the following schedule through and including Benefit Year 2025-2026:

- A. Effective July 1, 2021, \$1.60 per hour added to employees' hourly rate in the previous Benefit Year.
- B. Effective July 1, 2022, 3.0% to annual base salary earned in the previous Benefit Year.
- C. Effective July 1, 2023, 3.0% to annual base salary earned in the previous Benefit Year.
- D. Effective July 1, 2024, 3.0% to annual base salary earned in the previous Benefit Year.
- E. Effective July 1, 2025, 3.0% to annual base salary earned in the previous Benefit Year.

\*Only employees in the bargaining unit as of the date of execution of the CBA shall receive retroactive pay. No other economic item or benefit in this CBA shall be paid retroactively.

~~The annual salary for each bargaining unit employee, shall increase according to the following schedule through and including Benefit Year 2016-2021:~~

- ~~A. Effective July 1, 2016, Custodians, Receiving/Mail Clerk and Groundskeeper shall receive a salary wage adjustment as outlines in the above Salary Chart.; Effective July 1, 2016, any non-probationary employee below the Probation Starting Salary shall immediately be moved up to the listed Starting Salary as outline above.~~
- ~~B. Effective July 1, 2016, 3.0 % to annual base salary earned in the previous Benefit Year;~~
- ~~c. Effective July 1, 2017, 3.0 % to annual base salary earned in the previous Benefit Year;~~
- ~~D. Effective July 1, 2018, 3.0% to annual base salary earned in the previous Benefit Year; and~~

~~E. Effective July 1, 2019, 3.0% to annual base salary earned in the previous Benefit Year.~~

~~F. Effective July 1, 2020, 3.0% to annual base salary earned in the previous Benefit Year.~~

#### Section 14.3 Increase Paid For Satisfactory' Performance

The above increases will be paid only for acceptable performance. Any individual employee not receiving the above increases shall be notified, in writing, with reasons for same, and such action may be grieved,

#### Section 14.4 Shift Differential

All full time bargaining unit employees who work on the recognized second (2<sup>nd</sup>) afternoon shift shall receive a Shift Differential increment at the rate of \$0.25 per hour added to the base rate of each employee's rate of compensation for all hours worked on the second (2<sup>nd</sup>) afternoon shift.

All full-time bargaining unit employees who work on the recognized third (3<sup>rd</sup>) night shift shall receive a Shift Differential increment at the rate of \$ \$0.83 per hour added to the base rate of each employee's rate of compensation for all hours worked on the third (Y<sup>d</sup>) night shift.

#### ~~Section 14.5 Probation Compensation~~

~~All probationary "New Hires" employed on or after the effective date of this Agreement shall be compensated at the rate of ninety percent (90%) of the base rate of compensation at which they were hired for the entire six (6) month period of their probation.~~

~~Each Probationary Promoted Employee shall be compensated at the rate of ninety percent (90%) of the base rate of compensation for a said position or the employee's prior rate of compensation, whichever is higher.~~

#### Section 14.6 Longevity Pay

Longevity pay will be granted each year to those bargaining unit members who achieve the following bargaining unit service years as of July 1 of each contract year. This pay does not become a part of the members' base hourly rate. The payment will be made on the first payroll in December.

08-10 years	\$250.00
11-15 years	\$400.00
16-20 years	\$600.00



21-30 years                \$800.00  
31 years and over        \$ 1,250.00

#### Section 14.7 Staff Development

Any bargaining member who takes advantage of the College's tuition-waiver program shall be eligible for reimbursement of up to \$300.00 for books purchased at the Morton College Book Store per Benefit Year, provided that the employee passes the class.

When an employee receives a degree from the College, he/she will be given a one-time stipend of \$250.00 to be paid in the second (2<sup>nd</sup>) pay period following the employee's receipt of said degree, it is the Union's responsibility to alert Human Resources of the employee's receipt of said degree.

Deleted: \$250.00

### ARTICLE XV ENTIRE AGREEMENT

Each of the parties acknowledge that during negotiations they had the unlimited right and opportunity to make demands and proposals with respect to any matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

This Agreement supersedes and cancels all previous Agreements, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment Agreement supplemental hereto shall not be binding upon either party unless executed, in writing, by the parties hereto.

During the term of this Agreement, the parties mutually agree that neither shall be obligated to bargain collectively with respect to any subject, matter or agreement referred to or specifically covered in this Agreement, and, in furtherance thereof, the Board and the Union mutually, voluntarily, and unqualifiedly waive their rights to such collective bargaining.

The Board and the Union mutually agree that with respect to those matters which require collective bargaining under the provisions of the Illinois Educational Labor Relations Act, and which are not encompassed in this Agreement that no action shall be taken with regard thereto by either party without collective bargaining and agreement thereto.

With respect to all other matters, whether referred to or not referred to; covered, or not covered, in this Agreement, and whether or not such matters were within the knowledge or contemplation of the Board or the Union at the time this Agreement was negotiated or signed by the parties hereto, and as further regards all other matters not covered by this Agreement and the Illinois Educational Labor Relation Act, there shall be no requirement of collective bargaining incumbent upon the parties hereto.

The Board and the Union mutually agree that they shall not make unilateral changes in the Collective Bargaining Agreement. They further agree that they shall undertake no action which have the effect of negating, abrogating, replacing, reducing, diminishing, or limiting in any way, employee

rights, guarantees or privileges pertaining to wages, hours or other conditions of employment provided for in this Collective Bargaining Agreement, and in any Illinois Statute or Statutes.

#### ~~ARTICLE XVI~~ ~~PAST PRACTICE~~

~~This Agreement shall supersede and negate any and all alleged conflicting past practices which may have existed or which may have been alleged to exist at the College as of the effective date of this Agreement, but only to the extent that there are provisions in this Agreement that specifically relate to that alleged past practice. The parties agree that any practices that may arise under the provisions and during the term of this Agreement shall conform to the elements enumerated in Article XVI.~~

~~The College agrees that, upon request of the Union, it will, through its administration, meet and consult with the Union relative to any past practices pertaining to wages, hours and conditions of employment.~~

~~The Parties agree that the following four (4) requirements must exist for an alleged past practice to qualify as a bona fide binding practice, whether under the provisions of this Agreement or at any time prior thereto:~~

- ~~A. The asserted past practice must be reasonably consistent;~~
- ~~B. The asserted past practice must be clearly stated in writing or clearly articulated in an ascertainable manner;~~
- ~~C. The asserted past practice shall have been acted upon;~~
- ~~D. The asserted past practice must be readily ascertainable over a reasonable period of time as a reasonably fixed and established practice accepted by both parties to this Agreement.~~

#### ARTICLE XVII MISCELLANEOUS

##### Section ~~16~~17.1 Management/Labor Meeting

The Board and the Union recognize that it is in the self-interest of each, in their pursuit of the effective operation of the College, that they meet from time to time in management/labor meetings to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing policies and work rules or issues of safety and health.

Representatives of the Board and the Union shall meet not less than two (2) times per Benefit Year at times mutually agreed upon.

At the request of either of the parties hereto, additional meetings may be held to discuss the subject of changes in work rules, the issuance of new work rules or permanent changes in shift assignments. Each party shall prepare and submit an agenda to the other party within one (1) week prior to the scheduled meeting. The meetings shall be scheduled during work time and representatives of the Union shall attend without loss of compensation, except that there shall be no compensation for



Union representatives attending while off their shift of employment, nor shall there be any callback pay allocated or permitted.

#### Section ~~16~~47.3 Reduction in Force

When there is a reduction in force of employees the following procedures will be utilized; employees will be laid off in the following order:

- A. New Probationary Employees; and
- B. In the event further reductions in force are necessary, employees will be laid off from the affected classification in accordance with their Time Seniority provided that the senior employee retained possesses the present skills and abilities to perform the job affected in an efficient workable manner and the ability to perform the remaining work available without further training.

Employees shall have the right to bump into an equal or lesser position providing they are more senior and qualify to perform the work.

Employees who are laid off shall be placed on a recall list for a period of one (1) calendar year from the beginning of the following Work Year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days written notice of recall. The employee must notify the College President, in writing, of his/her intention to return within seven (7) calendar days of the notice of recall.

#### Section ~~16~~47.5 Uniforms

The Board, through its administration, in its sole discretion, in an effort to maintain the standards of the College, shall issue uniforms, in sufficient quantities, to appropriate employees for their use in the performance of their duties. Replacements for such uniforms, in the discretion of the College administration, shall be made on an as needed basis. Employees must maintain a professional appearance.

In August of each year, bargaining unit employees shall be provided by the College with three (3) shirts, of the College's choice, and a TWO HUNDRED DOLLAR (\$200.00) allowance to buy pants approved by the College from a vendor approved by the College. The employee must submit a receipt to the College for their purchase(s). In the event the cost exceeds TWO HUNDRED DOLLARS (\$200.00), the employee is responsible for payment from their own funds above that amount.

### ARTICLE XVIII SAVINGS AND SEVERABILITY

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, unenforceable, or not in accordance with applicable statutes or ordinances by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation,

or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to the substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

#### ARTICLE ~~XIII~~ PRINTING OF AGREEMENT

The Board shall be responsible for the printing of sufficient copies of the Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be borne by the Board. The Board shall distribute one copy of the Agreement to each bargaining unit member and shall supply five (5) copies of the Agreement to the Union. Electronic Distribution is acceptable.

#### ARTICLE ~~XIX~~ DURATION

This Agreement shall be effective retroactively to July 1, 20~~21~~<sup>20</sup> and shall remain in full force and effect until 11:59 P.M., on June 30, 202~~6~~<sup>6</sup>. This Agreement shall continue in effect thereafter for year to year unless either party shall notify the other, in writing, at least ninety (90) calendar days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the expiration date. This Agreement shall remain in full force and effect during the period of negotiations or resolutions of impasse.

#### ARTICLE ~~XXI~~ WRITTEN NOTICE

Any notice to be given pursuant to this Agreement shall be by U.S. certified mail, return receipt requested, and shall be deemed completed three (3) postal days following the day such notice is posted to the U.S. Mails. Written notice may also be served by personal delivery of such notice and deemed completed when delivered. Written notice may also be served via national overnight carrier and shall be deemed completed one (1) postal day following the date received by the national overnight carrier.

Notice sent by the Board or the College to the Union shall be addressed as follows:

Service Employees International Union, Local 73  
Office of the President  
300 South Ashland Ave., Ste., 400 Chicago, IL  
60607

With a copy sent to the Union Representative File.

Notice sent by the Union to the Board or the College shall be addressed as follows:

Morton College  
Office of the President  
3801 South Central Ave.  
Cicero, Illinois 60804

With a copy sent to Del Galdo Law Group, LLC, 1441 S. Harlem, Berwyn, Illinois 60402.

Notice sent by the Board or the College to an employee of the College covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Human Resources Department. It is the duty of the employee to update the College with his/her current address while employed, on leave, or on layoff.

Either party may, by written notice, change the address to which such notice is to be given.

#### ARTICLE XXI COMPLETE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union agree that, for the duration of this Agreement, each voluntarily and without qualification waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, or with respect to the effects upon Employees of the College exercising its rights under the Agreement. The only exception is if required by law or in the event the subject matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time of execution of this Agreement.

#### ARTICLE XXII DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

##### I. General Policy Regarding Drugs and Alcohol ("Drug and Alcohol Policy")

The use of drugs and alcohol at work, being under the influence of alcohol or drugs while at work, or testing positive for drugs by College employees presents unacceptable risks to the

safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity.

## II. Definitions

A. "Drugs" shall mean any controlled substance(s) ~~listed~~ in the Illinois Compiled Statutes, 720 ILCS 570/1 et seq., also known as the Controlled Substances Act, or 720 ILCS 550/1 et seq., also known as the Cannabis Control Act, for which the person tested does not submit a valid pre-dated prescription; provided, however, that the prescribed drug does not impair the employee's ability to safely perform the employee's job duties, including, but not limited to, operating machinery and equipment at work.

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed or dispensed drug, which results in impairment while on duty.

### C. "Reasonable Suspicion"

Reasonable Suspicion is a belief based on articulable observations (1) sufficient to lead a ~~prudent~~ supervisor or other member of management to suspect that an employee is under the influence of alcohol or drugs (for example, slurred speech, alcohol on breath, glassy eyes, inability to walk in a straight line, etc.) during working hours or while on College premises; or (2) such a belief sufficient to lead such a supervisor or other member of management to suspect that an employee or group of employees is or has been in possession of or has used alcohol or drugs during working hours or while on College premises (for example, the smell of marijuana, the discovery of alcohol or drug containers or of drug paraphernalia in an area used or recently evacuated by employees, employees passing a "cigarette" between them, ~~furtive~~ conduct which suggests the recent disposal of alcohol or drugs or drug paraphernalia, etc.).

## III. Prohibitions

A. **Illegally** selling, using, possessing, purchasing or delivering any drug during the work day or when off duty.

B. When an employee is involved in an on-the-job injury causing reasonable suspicion of drug use or alcohol abuse.

C. When an employee is involved in (i) an on-duty motor vehicle accident, or (2) an accident involving the use of equipment ~~accident~~ where there is **suspected** drug use or alcohol abuse.

D. Testing positive for drugs as a result of a random test administered pursuant to this Article XXII.

E. In determining Reasonable Suspicion, the College may consult with, but is not required to, the appropriate Union Steward, but management's decision as to Reasonable Suspicion shall be controlling. The Union's retains the right to grieve and arbitrate whether there was Reasonable Suspicion supporting just cause for discipline or participation in an alcohol or drug rehabilitation or counseling program pursuant to Section VII of this Article.

#### V. Conduct of Tests

V.A Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the National Institute of Drug Abuse (NIDA).

V.B Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee at the employee's expense.

#### VI. Random Testing.

##### 1. Frequency and Selection

a. The random selection of employees to be tested shall be based on a computer generated listing. Each work day shall present every employee with a substantially equal statistical chance of being required to submit to random testing, regardless of samples previously submitted.

b. The number of random tests to be performed shall be no more than two per month.

c. The collection of random specimens for random testing shall be evenly distributed throughout the year.

d. Random testing may be conducted on different days of the month throughout the year to prevent employee from anticipating patterns in collection schedules.

e. The computerized random selection listing shall be generated from a selection pool of all employees using a confidential identification number uniquely assigned to each individual employee. The employee's name shall be known only to the Director of Campus

Operations and Facilities and the Human Resources Department until such time as the daily selection for testing list is prepared for notification.

f. The process will be unannounced as well as random. Employees will be notified that they have been selected for testing after they have reported for duty on the day of collection. The College may bypass an employee on the random list if he/she is on vacation or otherwise unavailable at the time the testing is scheduled.

g. An employee shall not be required to submit to random testing more than four separate times in one academic year.

## 2. Procedure

a. Upon notification that an employee has been selected for random testing, the employee shall be required to report immediately to the Director of Campus Operations and Facilities and will be directed to the College's designated testing laboratory no later than one (1) hour from notification.

b. Upon arrival at the College's testing laboratory, the employee will identify him/herself by use of photo identification card and present the written order from the College that he/she must be tested.

c. Upon completion of the specimen collection process, the employee will, if his or her shift is not completed, immediately return to duty status.

## VII. Cutoff Levels

It is understood that changes in technology and/or the need to detect the presence of other prescription illegal, or legally dispensed drugs may necessitate the adoption of new or changed cutoff levels.

## VII. Right to Contest

The Union and/or the employee shall have the right to file a grievance concerning any testing permitted by this agreement.

## IX. Discipline

Employees who test positive for any alcohol above .00 or drugs are subject to disciplinary action up to and including termination for just cause; provided, however, that a positive test result alone for cannabis will not result in discipline or termination without a Reasonable Suspicion that the employee was impaired while at work.

#### **X. Voluntary Requests for Assistance**

Only one time throughout a bargaining unit member's employment with the College, the College shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the request follows the order to submit to testing or unless the employee is found to be using drugs or under the influence of drugs or alcohol. The College shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain referrals for treatment. All such requests shall be confidential. When undergoing evaluation and treatment, an employee may use FMLA, if all eligibility requirements are met, and any other type of leave available to employees under this Agreement or College policy. A first offender who successfully completes such program will be reinstated without loss of seniority if they present the College with a letter of successful completion or equivalent document from the treatment facility. The College shall require certification of enrollment and anticipated completion date and periodic reports from the treatment facility to ensure that the employee is cooperating with the program. The employee shall consent to the disclosure of such information on forms required by the College; however, all other information about the employee's participation and progress in the program is confidential. The Employee must complete the course of treatment prescribed, including any "after-care" treatment. If an Employee tests positive during the period of after care, whether the test is administered by the treatment provider or the College, such test shall constitute a violation of this Drug and Alcohol Policy in this Agreement for which the employee may be disciplined up to and including termination. Failure to cooperate with or complete the program or commission of a second offense after successful completion of such a program is also just cause for discipline up to and including termination.

EXECUTED \_\_\_\_\_ THIS AT CICERO, ILLINOIS, by the undersigned, all been duly authorized by their respective parties and intending to be legally bound hereby:

MORTON COLLEGE DISTRICT  
527, COUNTY OF COOK STATE  
OF ILLINOIS

SERVICE EMPLOYEES

INTERNATIONAL UNION  
(SEIU), LOCAL 73, CHANGE TO  
WIN (CTW)

Chair, Board of Trustees  
Secretary, Board of Trustees

Dian Palmer, President  
Andrew Yale, Field Representative

Roger Montoro, Chief Steward  
Julian Romero, Steward





~~APPENDIX A: Payroll Deduction Authorization Form~~

~~APPENDIX B: Dues Deduction Reinstatement Authorization Form~~

~~MORTON COLLEGE EMPLOYEE REINSTATEMENT OF DUES  
DEDUCTION AUTHORIZATION TO THE BOARD OF TRUSTEES  
OF COMMUNITY COLLEGE DISTRICT NO. 527~~

~~Pursuant to the terms and conditions of this Collective Bargaining Agreement, upon return to employment at the College from Leave of Absence or Layoff Status, I hereby authorize and direct the Board of Community College District No. 527 through its officers, agents and employees, to commence deduction from the portion of my salary due me each pay period, the current amount now being deducted as and for Association Dues and to transfer and pay that amount to the Treasurer, Local 11, all pursuant to the payroll dues deduction authorization previously executed by me.~~

~~In consideration of the above described service rendered by the Board of Community College District No. 527, its members officers, agents and employees, the undersigned hereby releases and discharges the Board of Community College District No. 527, its members, agents and employees, of and from any and all liability whatsoever arising as a result of the authorization herein given.~~

~~\_\_\_\_\_~~  
Employee Signature

~~\_\_\_\_\_~~  
Effective Date

~~\_\_\_\_\_~~  
Social Security Number \_\_\_\_\_ Home Phone Number

~~Mr.~~

~~\_\_\_\_\_~~  
Ms. \_\_\_\_\_ Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle (Print)

~~\_\_\_\_\_~~  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code

~~APPENDIX c: \_\_\_\_\_ Grievance Form (Union)~~

~~EMPLOYEE/UNION FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING  
AGREEMENT MORTON COLLEGE~~

~~DATE FILED: \_\_\_\_\_~~

~~DOCKET NO: \_\_\_\_\_~~

~~ANSWER TO STEP 1 GRIEVANCE~~

~~TO:~~

~~NAME \_\_\_\_\_ OF \_\_\_\_\_~~

~~GRIEVANT: \_\_\_\_\_ POSITION: \_\_\_\_\_~~

~~PURSUANT TO STEP 1 OF THE GRIEVANCE PROCEDURE, A MEETING IN THE  
ABOVE CAPTIONED MATTER WAS HELD ON \_\_\_\_\_~~

~~THOSE PRESENT WERE:~~

~~FOR THE COLLEGE:~~

~~FOR \_\_\_\_\_ THE  
UNION:~~

~~FOR THE  
GRIEVANT:~~

~~THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):~~

~~THE OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately):~~

~~THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:  
POSITION AND ANSWER OF THE COLLEGE:~~

~~(THE SUPERVISOR SHALL STATE THE COLLEGE POSITION RELATIVE TO  
THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY).  
THEREFORE, THE GRIEVANCE IS:~~

- ~~(A) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REME~~
- ~~(B) COMPROMISED (STATE THE TERMS): OR~~
- ~~(C) DENIED~~

~~APPROPRIATE IMMEDIATE SUPERVISOR/~~ ~~DATE~~  
~~ADVISOR~~

~~NOTE: A copy of the Answer shall be sent to the Union.~~

2

~~EMPLOYEE/UNION FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING  
MENT MORTON COLLEGE~~

**DATE FILED:** \_\_\_\_\_

~~DOCTED NO: \_\_\_\_\_~~

~~APPEAL TO STEP II~~

NAME \_\_\_\_\_ OF \_\_\_\_\_ GRIEVANT: \_\_\_\_\_  
 \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE OF PRE-GRIEVANCE

CONSULTATION:\_\_\_\_\_

DATE OF GRIEVANCE MEETING: \_\_\_\_\_

NAME AND TITLE OF DEPARTMENT TO WHOM APPEAL IS MADE:

STATEMENT OF GRIEVANCE:

REMEDY REQUESTED: (State Fully):

\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE

\_\_\_\_\_  
SIGNATURE OF UNION OFFICIAL \_\_\_\_\_ DATE

FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING

~~EMPLOYEE/UNION~~  
~~AGREEMENT MORTON COLLEGE~~

~~DATE~~ \_\_\_\_\_  
~~FILED; DOCKET NO:~~

~~ANSWER TO STEP 11 GRIEVANCE~~  
~~TO~~

~~NAME OF GRIEVANT:~~

~~POSITION:~~

~~PURSUANT TO STEP 11 OF THE GRIEVANCE PROCEDURE, A MEETING IN THE~~  
~~ABOVE CAPTIONED MATTER WAS HELD ON~~ \_\_\_\_\_

~~THOSE PRESENT WERE:~~  
~~FOR THE COLLEGE:~~

~~FOR THE UNION:~~

~~FOR THE GRIEVANT:~~

~~THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):~~

~~THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately):~~

~~THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:~~

~~POSITION AND ANSWER OF THE COLLEGE:~~

~~(Please attach all previous forms and relevant documentation, if any)~~

~~(THE SUPERVISOR SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.) THEREFORE, THE GRIEVANCE IS:~~

- (A) ~~AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE~~ **REME**
- (B) ~~COMPROMISED (STATE THE TERMS); OR~~
- (C) ~~DENIED.~~

---

~~APPROPRIATE IMMEDIATE SUPERVISOR/~~ \_\_\_\_\_ ~~DATE~~  
~~ADVISOR~~

~~NOTE: A copy of the Answer shall be sent to the union.~~



FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING

2

EMPLOYEE/UNION  
AGREENENT MORTON COLLEGE

DATE FILED: DOCKET NO:

APPEAL TO STEP III NOTICE

TO:

\_\_\_\_\_  
College President or Designee

FROM:

\_\_\_\_\_  
Grievant or Union

IN RE: \_\_\_\_\_

Name of Grievant

DEAR:

\_\_\_\_\_  
College President or Designee

PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF MORTON  
COLLEGE AT STEP II IS UNSATISFACTORY, AND THE GRIEVANT AND THE  
UNION THEREFORE INTEND TO APPEAL THE ABOVE CAPTIONED  
GRIEVANCE TO STEP III OF THE PROCEDURE

\_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE

\_\_\_\_\_

~~SIGNATURE OF UNION OFFICIAL \_\_\_\_\_ DATE~~

~~(Please attach all previous forms and relevant documentation, if any)~~

~~(Please attach all previous forms and relevant documentation, if any)~~

FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING

~~EMPLOYEE/UNION~~  
~~AGREEMENT MORTON COLLEGE~~

~~DATE FILED: \_\_\_\_\_~~

~~DOCKET NO: \_\_\_\_\_~~

~~APPEAL TO STEP 111~~

~~NAME \_\_\_\_\_ OF \_\_\_\_\_~~  
~~GRIEVANT: \_\_\_\_\_ POSITION: \_\_\_\_\_~~

~~DATE OF PRE GRIEVANCE CONSULTATION \_\_\_\_\_~~

~~DATE GRIEVANCE INITIATED IN STEP 1:~~

~~DATE OF GRIEVANCE MEETING: \_\_\_\_\_~~

~~NAME AND TITLE OF DEPARTMENT HEAD TO WHOM APPEAL IS MADE:~~

~~STATEMENT OF GRIEVANCE:~~

~~REMEDY REQUESTED: (State Fully):~~

~~\_\_\_\_\_~~

~~SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~SIGNATURE OF UNION OFFICIAL~~ ~~DATE~~  
~~EMPLOYEE/UNION~~  
~~AGREEMENT MORTON COLLEGE~~

~~DATE~~  
~~FILED: DOCKET NO:~~

~~ANSWER TO STEP 111 GRIEVANCE~~  
~~TO:~~  
~~NAME OF GRIEVANT:~~  
~~POSITION:~~

~~PURSUANT TO STEP 111 OF THE GRIEVANCE PROCEDURE, A MEETING IN~~  
~~THE ABOVE CAPTIONED MATTER WAS HELD ON~~

~~THOSE PRESENT WERE:~~  
~~FOR THE COLLEGE:~~

~~FOR THE UNION:~~

~~FOR THE GRIEVANT:~~

~~THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):~~

~~THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately):~~

FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING

~~GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:~~

~~POSITION AND ANSWER OF THE COLLEGE:~~

~~APPENDIX D; Intent to Arbitrate Form (Union)~~

~~(THE SUPERVISOR OR DESIGNEE SHALL STATE THE COLLEGE POSITION  
RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY  
AND FULLY.) THEREFORE, THE GRIEVANCE IS:~~

- (A) ~~AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE  
REMEDY); OR~~
- (B) ~~COMPROMISED (STATE THE TERMS); OR~~
- (C) ~~DENIED.~~

~~APPROPRIATE IMMEDIATE SUPERVISOR DATE  
ADVISOR~~

~~NOTE: A copy of the Answer shall be sent to the Union.~~

~~SIGNATURE OF UNION OFFICIAL DATE~~

~~INTENT To ARBITRATE~~

~~TO:~~

~~\_\_\_\_\_~~  
~~College President or Designee~~

~~FROM:~~

~~\_\_\_\_\_~~  
~~Union President or Vice President~~

~~IN RE: \_\_\_\_\_~~

~~Name of Grievant~~

~~DEAR:~~

~~\_\_\_\_\_~~  
~~College President or Designee~~

~~PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF MORTON COLLEGE AT STEP 111 IS UNSATISFACTORY, AND THE GRIEVANT AND THE UNION THEREFORE INTEND TO APPEAL THE ABOVE CAPTIONED GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN STEP IV OF THE COLLECTIVE BARGAINING AGREEMENT.~~

~~SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE~~

~~APPENDIX E: Grievance Form (Employer)~~

~~FILING OF GRIEVANCE FORM COLLECTIVE BARGAINING AGREEMENT  
MORTON COLLEGE~~

~~DATE FILED:~~

~~DOCKET NO.:~~

~~STEP I~~

~~GRIEVANT:~~

~~POSTION:~~

~~RESPONDENT: LOCAL 11, SEIU, AFL-CIO~~

~~NAME AND TITLE OF APPROPRIATE REPRESENTATIVE SERVED:~~

~~GRIEVANCE CHAIR:~~

~~DATE OF PRE-GRIEVANCE CONSULTATION:~~

~~STATEMENT OF GRIEVANCE:~~

~~DATE OF ALLEGED VIOLATION:~~

~~REMEDY REQUESTED: (State Fully):~~

SIGNATURE OF GRIEVANT

DATE

APPROPRIATE ADMINISTRATION  
OFFICIAL

DATE

(Please attach all previous forms and relevant documentation, if any)

DATE FILED:

DOCKET NO:

ANSWER TO STEP 1 GRIEVANCE

TO:

NAME OF GRIEVANT:

POSITION:

PURSUANT TO STEP 1 OF THE GRIEVANCE PROCEDURE, A MEETING IN THE  
ABOVE CAPTIONED MATTER WAS HELD ON

THOSE PRESENT WERE:

FOR THE COLLEGE:

FOR THE UNION:

FOR THE GRIEVANT:

HE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):

THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately):

THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:



~~POSITION AND ANSWER OF THE UNION:  
(THE SUPERVISOR SHALL STATE THE COLLEGE POSITION RELATIVE TO  
THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)  
THEREFORE, THE GRIEVANCE IS:~~

~~2~~

~~ADMINISTRATOR/BOARD FILING OF GRIEVANCE FORM COLLECTIVE  
BARGAINING AGREEMENT MORTON COLLEGE~~

~~(A) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE  
REMEDY); OR~~

~~(B) COMPROMISED (STATE THE TERMS); OR (C) DENIED.~~

~~GRIEVANCE CHAIR \_\_\_\_\_ DATE~~

~~NOTE: A copy of the Answer shall be sent to the College.~~

~~ADMINISTRATOR BOARD FILING OF GRIEVANCE FORM COLLECTIVE  
BARGAINING AGREEMENT WNT MORTON COLLEGE~~

~~DATE FILED;~~

~~DOCKET NO;~~

~~APPEAL TO STEP 11~~

~~NAME OF GRIEVANT OR COLLEGE DESIGNEE;~~

~~POSITION;~~

~~DATE OF PRE GRIEVANCE CONSULTATION~~

~~DATE GRIEVANCE INITIATED IN STEP 1;~~

~~DATE OF GRIEVANCE MEETING;~~

~~NAME AND TITLE OF UNION REPRESENTATIVE TO WHOM APPEAL IS MADE;~~

~~BUSINESS MANAGER;~~

~~STATEMENT OF GRIEVANCE;~~

~~REMEDY REQUESTED: (State Fully);~~

~~SIGNATURE OF GRIEVANT~~

~~DATE~~

~~SIGNATURE OF ADMINISTRATION  
OFFICIAL~~

~~DATE~~

~~(Please attach all previous forms and relevant documentation, if any)~~

BARGAINING MORTON COLLEGE  
~~AGREEMENT~~

~~DATE FILED:~~

~~DOCKET NO:~~

~~ANSWER TO STEP 11 GRIEVANCE~~

~~TO:~~

~~NAME \_\_\_\_\_ OF \_\_\_\_\_~~

~~GRIEVANT: POSITION:~~

~~PURSUANT TO STEP 11 OF THE GRIEVANCE PROCEDURE, A MEETING IN THE  
ABOVE CAPTIONED MATTER WAS HELD ON~~

~~THOSE PRESENT WERE:~~

~~FOR THE COLLEGE:~~

~~FOR THE UNION:~~

~~FOR THE GRIEVANT:~~

~~THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):~~

~~THE POSITION OF THE GRIEVANT WAS: (Paraphrase Union Position Accurately):~~

~~THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:~~

2

3

~~POSITION AND ANSWER OF THE COLLEGE:~~

~~(THE SUPERVISOR SHALL STATE THE COLLEGE POSITION RELATIVE TO THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.) THEREFORE, THE GRIEVANCE IS;~~

- (A) ~~AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY);~~  
~~OR~~
- (B) ~~COMPROMISED (STATE THE TERMS); OR~~
- (C) ~~DENIED.~~

~~BUSINESS MANAGER \_\_\_\_\_ DATE~~

~~NOTE: A copy of the Answer shall be sent to the Union.~~

BARGAINING ~~AGREEMENT~~ MORTON COLLEGE

~~DATE FILED:~~

~~DOCKET NO:~~

~~APPEAL TO STEP 111 NOTICE  
TO:~~

~~Union Secretary /Treasurer~~

~~FROM:~~

~~Grievant or College~~

~~Name of Grievant~~

~~DEAR:~~

~~Union Secretary /Treasurer~~

~~PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF THE UNION  
AT STEP 11 IS UNSATISFACTORY, AND THE GRIEVANT AND THE COLLEGE  
THEREFORE INTENDS TO APPEAL THE ABOVE CAPTIONED GRIEVANT TO  
STEP 111 OF THE PROCEDURE COLLECTIVE BARGAINING AGREEMENT ;~~

~~SIGNATURE OF GRIEVANT~~

~~DATE~~

~~COLLEGE PRESIDENT OR DESIGNEE~~

~~DATE~~

~~(Please attach all previous forms and relevant documentation, if any)~~



ADMINISTRATOR/BOARD FILLING

~~OF GRIEVANCE FORM COLLECTIVE~~  
~~BARGAINING AGREEMENT MORTON COLLEGE~~

~~DATE FILED:~~

~~DOCKET NO:~~

~~APPEAL TO STEP 111~~

~~NAME OF GRIEVANT OR~~  
~~COLLEGE DESIGNEE~~

~~POSITION:~~

~~DATE OF GRIEVANCE~~

~~DATE GRIEVANCE INITIATED IN STEP 1:~~

~~DATE OF STEP 11 GRIEVANCE MEETING:~~

~~DATE OF GRIEVANCE MEETING:~~

~~NAME AND TITLE OF UNION REPRESENTATIVE TO WHOM APPEAL IS MADE:~~

~~STATEMENT OF GRIEVANCE:~~

~~REMEDY REQUESTED: (State Fully):~~

~~SIGNATURE OF GRIEVANT~~

~~DATE~~

~~APPROPRIATE ADMINISTRATION~~  
~~OFFICIAL~~

~~DATE~~



ADMIMSTRATOR/BOARD FILING  
BARGAINING MORTON

~~(Please attach all previous forms and relevant documentation, if any)~~

~~AGREEMENT~~

~~DATE FILED: \_\_\_\_\_ DOCKET  
NO: \_\_\_\_\_~~

~~ANSWER TO STEP 111 GRIEVANCE~~

~~TO:~~

~~NAME \_\_\_\_\_ OF \_\_\_\_\_~~

~~GRIEVANT: POSITION: \_\_\_\_\_~~

~~PURSUANT TO STEP 111 OF THE GRIEVANCE PROCEDURE, A MEETING IN THE  
ABOVE CAPTIONED MATTER WAS HELD ON \_\_\_\_\_~~

~~THOSE PRESENT WERE:~~

~~FOR THE COLLEGE:~~

~~FOR THE UNION:~~

~~FOR THE GRIEVANT:~~

~~THE STATED GRIEVANCE WAS: (Quote Grievance Verbatim):~~

~~THE POSITION OF THE GRIEVANT WAS: (Paraphrase College Position Accurately):~~

~~THE GRIEVANT THEREFORE REQUESTED THE FOLLOWING REMEDY:~~

BARGAINING

MORTON COLLEGE

~~POSITION AND ANSWER OF THE UNION:~~

~~OF GRIEVANCE FORM COLLECTIVE~~

~~\_\_\_\_\_ AGREEMENT \_\_\_\_\_ COLLEGE~~

~~(THE SUPERVISOR SHALL STATE THE COLLEGE POSITION RELATIVE TO  
THE FACTS AND THE REMEDY REQUESTED ACCURATELY AND FULLY.)  
THEREFORE, THE GRIEVANCE IS:~~

~~(A) AFFIRMED, WITH APPROPRIATE REMEDY (STATE THE REMEDY); OR~~

~~(B) COMPROMISED (STATE THE TERMS); OR (C) DENIED.~~

~~UNION SECRETARY/TREASURER \_\_\_\_\_ DATE~~

~~NOTE; A copy of the Answer shall be sent to the College;~~

ADMIMSTRATOR/BOARD FILING  
BARGAINING MORTON  
~~AGREEMENT~~

~~APPENDIX F; Intent to Arbitrate Form (Employer)~~  
~~OF GRIEVANCE FORM~~  
~~COLLECTIVE BARGAINING AGREEMENT MORTON~~  
~~COLLEGE~~

DATE FILED:

DOCKET NO:

INTENT TO ARBITRATE

TO:

~~Union Chief Executive Officer~~

FROM:

~~College President or Designee~~

~~Name of Grievant~~

DEAR:

~~Union Chief Executive Officer~~

SIGNATURE OF GRIEVANT

DATE

COLLEGE PRESIDENT OR DESIGNEE

DATE

ADMINISTRATOR/BOARD FILLING

~~PLEASE BE ADVISED THAT THE RECOMMENDED DECISION OF THE UNION AT STEP III IS UNSATISFACTORY, AND THE GRIEVANT AND THE COLLEGE THEREFORE INTEND TO APPEAL THE ABOVE CAPTIONED GRIEVANCE TO ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN STEP IV OF THE COLLECTIVE BARGAINING AGREEMENT.~~

APPENDIX G: ~~\_\_\_\_\_~~ Wages

Name	Current or Former Job Title	New Job Title (if promoted)	Annual Salary	Hourly rate

Nicholas Belcastor	Custodian/Maintenance		\$36,405	\$17.50
Adam Bradley	Custodian/Maintenance		\$33,880	\$16.29
Lillian Cienfuegos	Custodian		\$40,803	\$19.62
Refugio De La Torre	Custodian			\$24.12
Christine Dziegiele	Custodian		\$26,904	\$12.93
Michael Iniguez	Custodian		\$28,074	\$13.50
Ernest Martinez	Custodian		\$28,916	\$13.90
Raul Martinez	HVAC Mechanic		\$52,837	\$25.40
Edward McGhee	Custodian		\$42,792	\$20.57
Roger Montoro	Groundskeeper		\$28,916	\$13.90
Jose Ocampo	Custodian		8,074	\$13.50
Pamela Pila	Custodian		\$28,916	\$13.90
Jose Ramirez	Custodian		\$38,896	\$18.70
Angel Rivas	Groundskeeper		36,240	\$17.42
Julian Romero	Custodian		\$28,074	\$13.50
Robert Ross	Custodian		\$35,800	\$17.21
Mark Sajatovje	General Maintenance		\$45,232	\$21.75
Alfonso Vega	Receiving/Mail Clerk		\$40,464	\$19.45



**PROPOSED ACTION:** That the Board approve the Morton College benefits package for eligible employees for FY23 as submitted.

**RATIONALE:**

To provide health insurance for full-time employees in FY23. Rates provided by Alliant and selected by the Cost Containment Committee.

**COST ANALYSIS:** See attached rate sheet

**ATTACHMENT:** FY23 MORTON COLLEGE RATE SHEET,  
BREAKDOWN FROM EMPLOYEE BENEFITS FY23



**MORTON COLLEGE**  
July 1, 2022 Renewal Date

	(7/1/2021 - Current)	(7/1/2022 Renewal)	
<b>MEDICAL</b>	<b>BCBS of IL</b>	<b>BCBS of IL</b>	
<b>PPO</b>			
Employee	769.96	808.11	(+5.0%)
Family	1,924.05	2,019.37	(+5.0%)
<b>BA HMO</b>			
Employee	590.77	620.03	(+5.0%)
Family	1,476.31	1,549.45	(+5.0%)
<b>HSA</b>			
Employee	736.07	772.54	(+5.0%)
Family	1,839.09	1,930.51	(+5.0%)
<b>DENTAL</b>	<b>BCBS of IL</b>	<b>BCBS of IL</b>	
<b>PPO</b>			
Employee	36.88	41.34	(+12.1%)
Employee + 1	70.47	79.00	(+12.1%)
Family	103.54	116.07	(+12.1%)
<b>DHMO</b>			
Employee	18.54	18.54	(N/C)
Employee + 1	33.53	33.53	(N/C)
Family	54.23	54.23	(N/C)

## Cost Containment Breakdown for Employee Benefits

Coverage	+/-	Rate changes for FY23	Remarks
Health	+	5.0%	Increase of 5.0%
Dental	+	11.5%	Increase of 11.5% overall (DHMO had no increase and DPPO increased 12.1%)
Vision	0	0%	Rate Guarantee through end of FY2025
Life	0	0%	Rate Guarantee through end of FY2023
Supplemental Life	0	0%	Rate Guarantee through end of FY2023
VLTD	0	0%	Rate Guarantee through end of FY2023

### Health Coverage for FY23

Plan Type	Monthly Premium	EE Contributions	EE % of Premium	Morton College Cost
<b>PPO Plan - Faculty and SEIU Represented Employees</b>				
Employee	808.11	96.97	12.00%	711.14
Family	2,019.37	747.17	37.00%	1,272.20
<b>PPO Plan - Staff (Classified and Excluded)</b>				
Employee	808.11	113.14	14.00%	694.97
Family	2,019.37	726.97	36.00%	1,292.40
<b>PPO Plan - Administrators</b>				
Employee	808.11	96.97	12.00%	711.14
Family	2,019.37	726.97	36.00%	1,292.40
<b>BA HMO Plan - Faculty and SEIU Represented Employees</b>				
Employee	620.03	49.60	8.00%	570.43
Family	1,549.45	526.81	34.00%	1,022.64
<b>BA HMO Plan - Staff (Classified and Excluded)</b>				
Employee	620.03	68.20	11.00%	551.83
Family	1,549.45	480.33	31.00%	1,069.12
<b>BA HMO Plan - Administrators &amp; Professionals</b>				
Employee	620.03	49.60	8.00%	570.43
Family	1,549.45	480.33	31.00%	1,069.12

<b>HSA Plan - Faculty and SEIU Represented Employees</b>				
Employee	772.54	92.70	12.00%	679.84
Family	1,930.51	714.29	37.00%	1,216.22

<b>HSA Plan - Staff (Classified and Excluded)</b>				
Employee	772.54	108.16	14.00%	664.38
Family	1,930.51	694.98	36.00%	1235.53

<b>HSA Plan - Administrators &amp; Professionals</b>				
Employee	772.54	92.70	12.00%	679.84
Family	1,930.51	694.98	36.00%	1235.53

#### Dental Coverage for FY23

Dental Coverage	Premiums		EE Contributions		MC Cost	
	FY22	FY23	FY22	FY23	FY22	FY23
HMO - EE	18.54	18.54	0.00	0.00	18.54	18.54
HMO - EE + 1	33.53	33.53	8.38	8.38	25.15	25.15
HMO - Family	54.23	54.23	13.56	13.56	40.67	40.67
PPO - EE	36.88	41.34	0.00	0.00	36.88	41.34
PPO - EE + 1	70.47	79.00	17.62	19.75	52.85	59.25
PPO - Family	103.54	116.07	25.89	29.02	77.65	87.05

#### Vision Coverage for FY23

Vision Coverage	Premiums		Employee Contributions		MC Cost	
	FY22	FY23	FY22	FY23	FY22	FY23
Employee	6.42	6.42	0.00	0.00	6.42	6.42
EE + Spouse	12.20	12.20	3.05	3.05	9.15	9.15
EE + Child(ren)	12.84	12.84	3.21	3.21	9.63	9.63
Family	18.87	18.87	4.72	4.72	14.15	14.15

#### Basic Life/AD&D Coverage for FY23

Basic Life/AD&D per \$1,000 of coverage	Premiums	
Coverage	FY22	FY23
Life	0.17	0.17
AD&D	0.02	0.02

**PROPOSED ACTION:** *THAT THE BOARD APPROVE THE FACILTY USE APPLICATION FOR REAL ESTATE INSTITUTE 6/4/2022 – 7/30/2022, SATURDAYS 8:00AM-5PM.*

**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 support our community partner organization and provide space for Real Estate Institute.*

**COST ANALYSIS:** *No cost to Morton College.*

**ATTACHMENT:** *Facility Use Application*

## **MORTON COLLEGE CAMPUS FACILITIES RENTAL AND USE PROCEDURE**

The purpose of this procedure is to set forth the rules and regulations under which College sponsored and other eligible groups may utilize campus facilities. The Director of Physical Plant in accordance with the provisions of Board of Trustee Policy No. 5.8, shall administer the procedure. Use of Buildings by Organizations and Societies and the rules and regulations set forth herein.

1. The use of campus facilities by College students and for College sponsored activities shall have priority over all other requests for use by outside groups. Because of this priority, many requests for campus facility use, even though desirable, may of necessity be denied or granted on a limited basis.
2. Campus facilities will be made available, subject to the above limitations, to bona fide community groups which are headquartered in or derive the greatest number of their members from within the boundaries of Illinois Community College District No. 527 or other educational or governmental institutions.
3. Use of the campus facilities shall be limited to educational, cultural, and recreational activities.
4. Use of campus facilities shall not be granted which will be injurious to the buildings, grounds, or equipment.
5. Users shall be required to sign a Hold Harmless Agreement prior to using campus facilities. By signing that agreement, users shall consent to save, hold harmless and indemnify the College, Board of Trustees, staff, students, agents and/or associates from all damages, claims, legal fees or any other losses arising from the use of campus facilities.
6. Users shall be required to file a certificate of insurance with the College indicating that the user has secured a fully paid policy of insurance, in an amount deemed adequate to indemnify the College, Board of Trustees, staff, students, agents and/or associates against all liabilities, personal injuries and property damage claims or losses which user may cause or incur as a result of the utilization of campus facilities. In all policies of insurance, the College, Board of Trustees, staff, students, agents and/or associates shall be named as additional insured.
7. The College reserves the right to revoke any authority previously granted for the use of facilities at any time it deems such action is in the best interest of the College without

prior notice to users. No authorization for campus facility use granted hereunder shall be deemed to be a contract or a lease between the College and the user.

8. Fees for the use of campus facilities shall be charged as follows:
  - A.) College sponsored activities shall incur no charges.
  - B.) Hourly rental fees shall be charged to outside users in accordance with the Rental Fee Schedule which is attached hereto and made a part hereof. Charges shall be based on the actual number of hours of use. They shall include a one-half hour period both prior to and following the scheduled use to allow for opening, closing, and securing of the facility. Rental fees are charged to recover costs of utilities and to pay for normal cleaning and security. Additional fees shall be charged for use of equipment in accordance with the attached Rental Fee Schedule. When, in the judgment of the Director of Physical Plant, additional security, supervisory custodial, or special equipment operators are required, the actual cost of such labor shall be charged to the user. Usually, labor rates for full time personnel shall be one and one-half their normal rate. Holiday utilization of personnel shall be double their normal labor rates. All damages shall be billed at cost to repair or replace.
  - C.) Long term regular users, such as other colleges or educational institutions who wish to utilize campus facilities to offer extension courses, may be granted use of the facilities by the President. When such use is granted under this long-term use, facility and equipment rates shall be one-half of the regular fees. All other fees will remain the same.
  - D.) Fees associated with facilities usage may be waived by the President of the College for community groups as defined in section 2 which conduct or sponsor activities aimed at improving and/or enhancing the community and/or its citizens. Requests for a waiver of fees must be submitted to the Director of Physical Plant in writing with a rationale for the exemption.
9. Users shall complete a Facility Use Permit Application and submit it to the college no less than forty-five (45) days prior to the date for which the facility is being requested.
10. All users shall adhere to rules listed below. Failure to comply may result in cancellation of Facility Use Permit.
  - A.) The presence or use of alcoholic beverages and/or controlled substances on school property is strictly prohibited.
  - B.) There shall be no physical attachments to the buildings or grounds without prior permission of the Director of Physical Plant. The use of stakes or

posts pounded, dug, or otherwise inserted into the asphalt or concrete surfaces shall be strictly prohibited.

- C.) Smoking is not permitted within the campus. Disposal of the remains of smoking materials on any floor or other surface may result in the cancellation of the immediate use and future requests for campus facility use.
- D.) Users serving refreshments during their meeting shall furnish all necessary consumable supplies and shall be responsible for placing all evidence of food, beverages and supplies in appropriate waste containers provided by the College.
- E.) Heating controls shall be regulated by College personnel only.
- F.) Fire exits and doorways must be kept clear and hallways passable at all times.
- G.) Access to any portion of the campus facilities other than those authorized on the permit is prohibited.
- H.) An employee of the College must be present within a building at all times during its use.
- I.) Keys to any building or any portion of a facility within a building shall not be given to any user.
- J.) Continued use of facilities by an organization shall be contingent upon its compliance with all applicable rules and regulations.
- K.) Failure to pay rental fees prior to the date of use may result in cancellation of the immediate use and future requests for campus facility use.
- L.) All checks for fees shall be made payable to Morton College, 3801 South Central Avenue, Cicero, Illinois 60804. They must be received in the Physical Plant Office no later than one week prior to the date requested.
- M.) Users shall provide adequate competent adult supervision of the activity at all times during use of facilities.
- N.) College equipment, furniture or materials shall not be rearranged or removed from its normal location without written permission granted when the request for use is approved.

- O.) Any piece of equipment that is purchased for the use of the College by outside groups or individuals, becomes the property of the College to ensure the control of the equipment by the administration.
  - P.) College equipment or equipment purchased for and donated to the College by an outside user shall not be removed from the campus facility.
  - Q.) Equipment, furniture, or materials belonging to users shall not be brought into the campus facility without prior written permission. Requests for such permission shall be made at the time the Facility Use Permit is applied for.
  - R.) Equipment, furniture or materials brought onto the premises with permission must be removed from the campus facility when the use is concluded. The items, which may remain, are those that will not interfere with normal college operations, when storage facilities are available. Authorization to store materials or equipment may be revoked at the convenience of the College.
  - S.) There shall be no solicitation of students or staff members without prior approval.
  - T.) No literature with respect to any proposed utilization of campus facilities shall be posted or distributed without prior approval.
  - U.) Any use of pyrotechnics, i.e. smoke, fire, flame, or spark producing devices are strictly prohibited on campus inside and outside of buildings. Use of such devices will only be allowed with the explicit written permission of the Director of Physical Plant, authorized agent from the Town of Cicero's Fire Department, and the State Fire Marshall. Any such uses, if permitted, shall adhere to all local town ordinances and state laws.
11. College owned equipment, furniture, or materials would not be available for off campus use by individuals or organizations. Exceptions may be granted to individuals or organizations approved for use of facilities for a specific event part of which must take place off campus.



**MORTON COLLEGE**  
**Facility Use Permit Application**

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: March 24, 2022

Name of Organization: Real Estate Institute

Address: 6203 W. Howard Street, Niles, IL 60714

Street

City

Zip Code

Telephone: 800-995-1700

Person to Contact: Liz Ryan (847-423-5017)

Date(s) Requested: June 4 - July 30 / Saturday's (skipping 4th of July weekend, July 2nd)

Time Requested: From: 8:00 a.m.

To: 5:00p.m.

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: 3801 South Central Avenue, 106C

Purpose of Use: Instruct Illinois Real Estate Pre-License Courses

Expected Attendance: 50 Students

Equipment Requested: Audio & Visual Equipment

Extent to which refreshments, if any, are to be served: N/A

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: \_\_\_\_\_

*Elizabeth Ryan*

Organization Title: \_\_\_\_\_

Real Estate Institute / Events Manager

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Fields  
President

\_\_\_\_\_  
Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.**

**ORGANIZATION:** Professional License Education Company LLC  
dba Real Estate Institute

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**ADDRESS:** 6203 W. Howard Street, Niles, IL 60714

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**TELEPHONE:** 800-995-1700

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**DATE (S) OF UTILIZATION:**

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The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:** Elizabeth Ryan

**Organization Title:** Real Estate Institute / Events Manager

**Date:** 3/24/2022

## Morton College Rental Fees

**\*Minimum charge of \$10.00 an hour for administrative and processing costs will apply to ALL groups In addition to the following fee schedule.**

<u>AREA/SPACE</u>	<u>CAPACITY</u>	<u>HOURLY RATE</u>		<u>HOURLY RATE</u>
		<b>For-Profit</b>		<b>Non-Profit</b>
CLASSROOM	15-30	\$15.00		\$11.25
CONFERENCE ROOM	12	\$12.00		\$9.00
LARGE LECTURE HALL	125	\$35.00		\$26.25
SMALL LECTURE HALL	75	\$35.00		\$26.95
CAFETERIA	300	\$100.00	1 <sup>ST</sup> HR	\$75.00
		\$40.00	thereafter	\$30.00
GYMNASIUM	500-1000	\$100.00	1 <sup>ST</sup> HR	\$75.00
		\$35.00	thereafter	\$30.00
UPPER GYMNASIUM	350	\$100.00	1 <sup>ST</sup> HR	\$75.00
		\$50.00	thereafter	\$30.50
CORRIDOR/LOBBIES		\$25.00		\$18.75
OUTDOOR STAGE AREA	400	\$50.00		\$37.50
ATHLETIC FIELD		\$25.00	PER DAY	\$18.75
PARKING LOT	750	Cost to be arranged		
EQUIPMENT USE	NOTE: Hourly RATE/DAILY			HOURLY RATE
		<b>For-Profit</b>		<b>Non-Profit</b>
Piano		\$50.00		\$35.00
Overhead Projector	+Operators Cost	\$25.00		\$15.00
Microphone	+Operators Cost	\$15.00		\$10.00
TV/DVD	+Operators Cost	\$40.00		\$35.00
Folding Chair	Use/Set-up	.75		.50
Stage Lighting Controls	+Operators Cost	\$50.00		\$35.00
Scoreboard Gymnasium	+Operators Cost	\$50.00		\$35.00

<b>Folding Table</b>	<b>Use/Set-up</b>	<b>\$10.00</b>	<b>\$5.00</b>
<b>Other AV Equipment</b>	<b>Cost to be arranged</b>		

**An Additional CHARGE will be applied for any college CUSTODIAL/CAMPUS POLICE related costs. A discount may be applicable for reuse.**

<b>Theatre Rental</b>	<b>\$1000.00 per day (weekends)</b>
<b>(340 person capacity).</b>	<b>\$800.00 per day (week days)</b>

**This fee does not include lights/sound and extra staff.**

**PROPOSED ACTION:** For the board to approve District 100 Music Dept to use JPAC on 5-13-22

**RATIONALE:** Seeking board approval

**COST ANALYSIS:**

**ATTACHMENT:** See Attached

**MORTON COLLEGE**  
**Facility Use Permit Application**

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 4/17/22

Name of Organization: District 100 Musical

Address: 3016 S. Ridgeland Ave, Berwyn 60402  
Street City Zip Code

Telephone: (708) 795-5800 x4719 Person to Contact: Michelle Conzantes

Date(s) Requested: May 13th, 2022

Time Requested: From: 9:30 am To: 1:30 pm

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: Auditorium

Purpose of Use: Record for musical scenes.

Expected Attendance: 50 students and 3 adults.

Equipment Requested: Piano (if any)

Extent to which refreshments, if any, are to be served: none

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: \_\_\_\_\_

Organization Title: Asst. Director of Musical

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

\_\_\_\_\_ Date

\_\_\_\_\_ Stan Fields  
President

\_\_\_\_\_ Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.**

**ORGANIZATION:** DIOO Musical  
**ADDRESS:** 3016 S. Ridgeland Ave Berwyn IL 6040  
**TELEPHONE:** \_\_\_\_\_  
**DATE (S) OF UTILIZATION:** Friday May 13th, 2022

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:** \_\_\_\_\_

**Organization Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PROPOSED ACTION:** For the board to approve Ballet Folklonco Xochitl to use JPAC on 5-14-22

**RATIONALE:** Seeking board approval

**COST ANALYSIS:**

**ATTACHMENT:** See Attached



**MORTON COLLEGE**  
**Facility Use Permit Application**

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 3/15/2022

Name of Organization: Ballet Folklorico Xochitl

Address: 3306 W 26th St Chicago IL 60623  
Street City Zip Code

Telephone: 773-726-4852 Person to Contact: Leticia De Lara

Date(s) Requested: May 14th, 2022

Time Requested: From: 1 pm To: 10 pm

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: \_\_\_\_\_

Purpose of Use: Folklor event to get summer going (started)  
and funraise. Actual performance from 7pm to  
8:30 pm

Expected Attendance: All seats sold

Equipment Requested: sound, lights, mics,

Extent to which refreshments, if any, are to be served: pending on our end.

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: Artist Director

Organization Title: Cindy Galindo

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

\_\_\_\_\_ Date

Stan Fields  
President

\_\_\_\_\_ Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.**

**ORGANIZATION:** Ballet Folklórico Xochitl  
**ADDRESS:** 3306 W 26<sup>th</sup> St Chicago, IL  
**TELEPHONE:** 773-726-4852  
**DATE (S) OF UTILIZATION:** May 14<sup>th</sup>, 2022

**The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.**

**This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.**

**I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.**

**Authorized Signature:**



**Organization Title:**

Ballet Folklórico Xochitl

**Date:**

May 14<sup>th</sup>, 2021

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		03/15/2022
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<p><b>IMPORTANT:</b> If the certificate holder is an <b>ADDITIONAL INSURED</b>, the policy(ies) must have <b>ADDITIONAL INSURED</b> provisions or be endorsed. If <b>SUBROGATION IS WAIVED</b>, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate <b>does not</b> confer rights to the certificate holder in lieu of such endorsement(s).</p>	
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**PRODUCER**



GUS ANDRADE STATE FARM AGENT  
ANDRADE INSURANCE AGENCY INC  
4355 W 26TH ST  
CHICAGO, IL 60623

CONTACT NAME:	TERESA ECHEVERRIA
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PHONE (A/C No. 544) 773-521-0216

(A/C, No, Ext):	75-521-0210	(A/C, No, Ext):	
E-MAIL ADDRESS:	GUS.ANDRADE.JX8C@STATEFARM.COM		

INSURER(S) AFFORDING COVERAGE	
INSURER A :	State Farm Fire and Casualty Company

NAIC #  
25143

INSURER B:

INSURER C :

INSURER D :

INSURER E :

INSURER F :

## INSURED

BALLET FOLKLORICO XOCHITL  
3306 W 26TH ST FL1  
CHICAGO,IL 60623

## COVERAGES

CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		REVISION NUMBER:
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DESCRIPTIONS AND CONDITIONS OF SUCH POLICIES										LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS		ALL THE TERMS,	
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	A	A	93-J6-H830-2	10/12/2021	10/12/2022	EACH OCCURRENCE	\$ 1,000,000				
	<input checked="" type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000		
								MED EXP (Any one person)	\$ 50,000				
								PERSONAL & ADV INJURY	\$ 1,000,000				
								GENERAL AGGREGATE	\$ 2,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:								PRODUCTS - COMP/OP AGG	\$ 2,000,000				
<input checked="" type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input checked="" type="checkbox"/>	LOC								
OTHER:													
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$				
<input type="checkbox"/>	ANY AUTO							BODILY INJURY (Per person)	\$				
<input type="checkbox"/>	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$				
<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$				
<input type="checkbox"/>									\$				
UMBRELLA LIAB		<input type="checkbox"/>	OCCUR					EACH OCCURRENCE	\$				
EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE					AGGREGATE	\$				
<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$						\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								PER STATUTE	<input type="checkbox"/>	OTHER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	Y/N	N/A				E.L. EACH ACCIDENT	\$				
If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$				
								E.L. DISEASE - POLICY LIMIT	\$				
DESCRIPTION OF OPERATIONS / LOCATIONS (VEHICLES - AGGREGATE)													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
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**CERTIFICATE HOLDER**

MORTON COLLEGE PERFORMING ARTS CENTER  
3801 S CENTRAL AVE  
CICERO, ILLINOIS 60804  
ATTENTION: MICHAEL A KOTT

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**



**PROPOSED ACTION:** For the board to approve South Berwyn District 100 – Heritage Middle School for use of the gymnasium.

**RATIONALE:** Use of Gymnasium & Cafeteria

**COST ANALYSIS:**

**ATTACHMENT:** See Attached



**MORTON COLLEGE**  
**Facility Use Permit Application**

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 12/22/21

Name of Organization: Berwyn South School District 100, Heritage Midd  
Address: 6850 31st Street Berwyn 60402  
Street City Zip Code

Telephone: 708-303-4806 or 708-303-9805 Person to Contact: Allison Boulet or Michelle Hauer

Date(s) Requested: 5/24/22

Time Requested: From: 5:45 PM To: 8:45 PM

set-up will need to happen in afternoon  
(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: Morton College gymnasium & student center area  
to line up students

Purpose of Use: 8th grade promotion

Expected Attendance: 825

Equipment Requested: Stage, stairs, podium, mic, ability to video for live stream

Extent to which refreshments, if any, are to be served: NA

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: Allison Boulet

Organization Title: Principal

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Fields  
President  
Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.** → will come from Jenny Hartz

**ORGANIZATION:** Berwyn South School District 180

**ADDRESS:** 3401 Gunderson Ave., Berwyn, IL 60402

**TELEPHONE:** 708-795-2300

**DATE (S) OF UTILIZATION:** 5/24/22 & 5/26/2022 Advantage & Freedom MS

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:**

**Organization Title:**

**Date:**

Jenny Hartz  
Business Manager  
1/21/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Katie Lindholm PHONE (A/C, No, Ext): 847-598-2544 E-MAIL ADDRESS: Katie.Lindholm@ajg.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Suburban School Cooperative Insurance Pool INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Suburban School Cooperative Ins Pool C/O South Berwyn School District #100 3401 South Gunderson Ave. Berwyn IL 60402-2999	NAIC #

## COVERAGES

CERTIFICATE NUMBER: 918050850

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR - \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		SSCIPGL2021	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY SIR \$400,000			SSCIPAL2021	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SSCIPGL2021	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Property (Including Theft) SIR - \$400,000			SSCIPPR2021	12/31/2021	12/31/2022	Blanket Limit: \$2,000,000 Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Suburban School Cooperative Insurance Pool - Great American Insurance Company (NAIC #16691), Pennsylvania Manufacturers' Association Insurance Company (NAIC #12262), Markel Global Reinsurance Company (NAIC #10829), Travelers Excess and Surplus Lines Company (NAIC #29886)  
RE: Middle School Graduations held at Morton College.

Morton College is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Morton College 3801 S. Central Ave Cicero IL 60804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cynthia L. DeMonte</i>
--	--

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**PROPOSED ACTION:** That the Board to approve District 103 – Edison School to use the Theatre on 5/24/22

**RATIONALE:** 5<sup>th</sup> Grade Farewell to be held in the Theatre

**COST ANALYSIS:**

**ATTACHMENT:** See Attached

5/24/22

# MORTON COLLEGE

## Facility Use Permit Application

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 3-7-22

Name of Organization:

Edison School

Address:

4100S ScovilleStickney60402

Street

City

Zip Code

Telephone:

708-783-4400

Person to Contact:

Janice Bernard

Date(s) Requested:

5-19-225-24-22

Time Requested: From:

9-11:30 Practice

To:

5:30-8:30 5th Gr. Send-off

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested:

Theater

Purpose of Use:

5th Grade Send-off Celebration

Expected Attendance:

225 people

Equipment

Requested:

Podium w. microphone, projected screen, (1)\* Edison will bring their own chairs

Extent to which refreshments, if any, are to be served:

NONErectangleTable

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature:

Janice Bernard

Organization Title:

Edison - Principal

Please send this form to:

Director of Physical Plant

Morton College

3801 S. Central Ave.

Cicero, Illinois 60804

(708) 656-8000, Ext. 2221 Fax (708) 656-7679

Date

Stan Fields  
President

Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.**

**ORGANIZATION:** Edison School  
**ADDRESS:** 4100 S. Scoville Ave Stickney 60402  
**TELEPHONE:** 708-783-4400  
**DATE (S) OF UTILIZATION:** 5-19-22 - Theater 9-11:30 practice  
5:30-8:30 - 5th Gr.  
Send-off

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:**

Janice Bernard

**Organization Title:**

Edison Principal

**Date:**

3-7-22



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**PRODUCER**  
Connor & Gallagher Ins. Serv.  
750 Warrenville Road, Ste. 400  
Lisle IL 60532

**CONTACT NAME:** Minerva Juarez  
**PHONE (A/C, No, Ext):** 630-810-9100 **FAX (A/C, No):** 630-810-0100  
**E-MAIL ADDRESS:** mjuarez@gocgo.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A : Illinois Counties Risk

**INSURED**  
Lyons Elementary School  
District #103  
4100 Joliet Ave.  
Lyons IL 60534

LYONS-2

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**COVERAGES****CERTIFICATE NUMBER:** 1187300780**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N	P21000533202101	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		N	P21000533202101	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		N	P21000533202101	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	P21000533202101	7/1/2021	7/1/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Morton College  
3801 S. Central Avenue  
Cicero IL 60804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PROPOSED ACTION:** For the board to approve Peace Officers Memorial Foundation of Cook County on 5/10/22, to use the Facilities.

**RATIONALE:** Use of S.E. end of Parking Lot for motorcade Police Memorial Line Up.

**COST ANALYSIS:** none

**ATTACHMENT:** See Attached



MORTON COLLEGE  
Facility Use Permit Application

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 3-21-22

Name of Organization: PEACE OFFICERS MEMORIAL FOUNDATION OF

Address: PO BOX 195 OAK LAWN IL 60454  
Street City Zip Code

Telephone: 312-315-9629 Person to Contact: ED SAJDAR

Date(s) Requested: MAY 10, 2022

Time Requested: From: 0800 AM To: 1045 AM

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: PARKING LOT SOUTHEAST

Purpose of Use: POLICE VEHICLE LINE-UP

Expected Attendance: 60-70 VEHICLES

Equipment  
Requested: \_\_\_\_\_

Extent to which refreshments, if any, are to be served: \_\_\_\_\_

I (we) agree to comply with all rules and regulations set forth in the Morton College  
Campus Facilities Rental and Use Procedure.

Authorized Signature: [Signature]

Organization Title: PRESIDENT

Please send this form to:

Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

Date

Stan Fields  
President

Date



**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.

**ORGANIZATION:** PEACE OFFICERS MEMORIAL  
FOUNDATION OF COOK COUNTY

**ADDRESS:** P.O. Box 195 OAK LAWN IL 6045

**TELEPHONE:** 312-315-9629

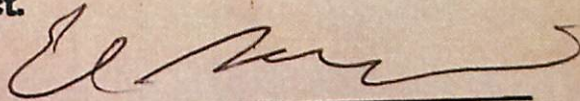
**DATE (S) OF UTILIZATION:** MAY 10, 2022

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:**



**Organization Title:**

PRESIDENT

**Date:**

3-21-22





PEACOFF-01

NMANSOUR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Buschbach Insurance Agency, An InsureOne Company 5615 W. 95th Street Oak Lawn, IL 60453-6504	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (708) 423-2350	<b>FAX (A/C, No):</b> (708) 425-5077
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Peace Officers Memorial Foundation of Cook County P O Box 195 Oak Lawn, IL 60453	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : West Bend Mutual Insurance Co</b>		<b>15350</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		B046523	05/10/2022	05/11/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <b>DED</b> <b>RETENTION \$</b>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Cook County Peace Officers Memorial May 10, 2022

Certificate Holder Is Included as Additional Insured

Endorsement CG 20 26 04 13

## CERTIFICATE HOLDER

## CANCELLATION

Morton College  
3801 South Central Avenue  
Cicero, IL 60804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**PROPOSED ACTION:** That the Board approve the Illinois Hispanic Chamber of Commerce use of Classroom 177C, 107C, and 204D Building E gymnasium Thursday, April 27 and Friday, April 28, 2022.

**RATIONALE:** Through the Cook County Small Business Assistance Program, the Illinois Restaurant Association and the Illinois Hispanic Chamber of Commerce are collaborating on a new initiative to provide a couple of ServSafe Food Certification classes at no cost

**COST ANALYSIS:**

**ATTACHMENT:** See facilities application and certificate of insurance attached.

## **MORTON COLLEGE CAMPUS FACILITIES RENTAL AND USE PROCEDURE**

The purpose of this procedure is to set forth the rules and regulations under which College sponsored and other eligible groups may utilize campus facilities. The Director of Physical Plant in accordance with the provisions of Board of Trustee Policy No. 5.8, shall administer the procedure. Use of Buildings by Organizations and Societies and the rules and regulations set forth herein.

1. The use of campus facilities by College students and for College sponsored activities shall have priority over all other requests for use by outside groups. Because of this priority, many requests for campus facility use, even though desirable, may of necessity be denied or granted on a limited basis.
2. Campus facilities will be made available, subject to the above limitations, to bona fide community groups which are headquartered in or derive the greatest number of their members from within the boundaries of Illinois Community College District No. 527 or other educational or governmental institutions.
3. Use of the campus facilities shall be limited to educational, cultural, and recreational activities.
4. Use of campus facilities shall not be granted which will be injurious to the buildings, grounds, or equipment.
5. Users shall be required to sign a Hold Harmless Agreement prior to using campus facilities. By signing that agreement, users shall consent to save, hold harmless and indemnify the College, Board of Trustees, staff, students, agents and/or associates from all damages, claims, legal fees or any other losses arising from the use of campus facilities.
6. Users shall be required to file a certificate of insurance with the College indicating that the user has secured a fully paid policy of insurance, in an amount deemed adequate to indemnify the College, Board of Trustees, staff, students, agents and/or associates against all liabilities, personal injuries and property damage claims or losses which user may cause or incur as a result of the utilization of campus facilities. In all policies of insurance, the College, Board of Trustees, staff, students, agents and/or associates shall be named as additional insured.
7. The College reserves the right to revoke any authority previously granted for the use of facilities at any time it deems such action is in the best interest of the College without

prior notice to users. No authorization for campus facility use granted hereunder shall be deemed to be a contract or a lease between the College and the user.

8. Fees for the use of campus facilities shall be charged as follows:
  - A.) College sponsored activities shall incur no charges.
  - B.) Hourly rental fees shall be charged to outside users in accordance with the Rental Fee Schedule which is attached hereto and made a part hereof. Charges shall be based on the actual number of hours of use. They shall include a one-half hour period both prior to and following the scheduled use to allow for opening, closing, and securing of the facility. Rental fees are charged to recover costs of utilities and to pay for normal cleaning and security. Additional fees shall be charged for use of equipment in accordance with the attached Rental Fee Schedule. When, in the judgment of the Director of Physical Plant, additional security, supervisory custodial, or special equipment operators are required, the actual cost of such labor shall be charged to the user. Usually, labor rates for full time personnel shall be one and one-half their normal rate. Holiday utilization of personnel shall be double their normal labor rates. All damages shall be billed at cost to repair or replace.
  - C.) Long term regular users, such as other colleges or educational institutions who wish to utilize campus facilities to offer extension courses, may be granted use of the facilities by the President. When such use is granted under this long-term use, facility and equipment rates shall be one-half of the regular fees. All other fees will remain the same.
  - D.) Fees associated with facilities usage may be waived by the President of the College for community groups as defined in section 2 which conduct or sponsor activities aimed at improving and/or enhancing the community and/or its citizens. Requests for a waiver of fees must be submitted to the Director of Physical Plant in writing with a rationale for the exemption.
9. Users shall complete a Facility Use Permit Application and submit it to the college no less than forty-five (45) days prior to the date for which the facility is being requested.
10. All users shall adhere to rules listed below. Failure to comply may result in cancellation of Facility Use Permit.
  - A.) The presence or use of alcoholic beverages and/or controlled substances on school property is strictly prohibited.
  - B.) There shall be no physical attachments to the buildings or grounds without prior permission of the Director of Physical Plant. The use of stakes or

posts pounded, dug, or otherwise inserted into the asphalt or concrete surfaces shall be strictly prohibited.

- C.) Smoking is not permitted within the campus. Disposal of the remains of smoking materials on any floor or other surface may result in the cancellation of the immediate use and future requests for campus facility use.
- D.) Users serving refreshments during their meeting shall furnish all necessary consumable supplies and shall be responsible for placing all evidence of food, beverages and supplies in appropriate waste containers provided by the College.
- E.) Heating controls shall be regulated by College personnel only.
- F.) Fire exits and doorways must be kept clear and hallways passable at all times.
- G.) Access to any portion of the campus facilities other than those authorized on the permit is prohibited.
- H.) An employee of the College must be present within a building at all times during its use.
- I.) Keys to any building or any portion of a facility within a building shall not be given to any user.
- J.) Continued use of facilities by an organization shall be contingent upon its compliance with all applicable rules and regulations.
- K.) Failure to pay rental fees prior to the date of use may result in cancellation of the immediate use and future requests for campus facility use.
- L.) All checks for fees shall be made payable to Morton College, 3801 South Central Avenue, Cicero, Illinois 60804. They must be received in the Physical Plant Office no later than one week prior to the date requested.
- M.) Users shall provide adequate competent adult supervision of the activity at all times during use of facilities.
- N.) College equipment, furniture or materials shall not be rearranged or removed from its normal location without written permission granted when the request for use is approved.

- O.) Any piece of equipment that is purchased for the use of the College by outside groups or individuals, becomes the property of the College to ensure the control of the equipment by the administration.
  - P.) College equipment or equipment purchased for and donated to the College by an outside user shall not be removed from the campus facility.
  - Q.) Equipment, furniture, or materials belonging to users shall not be brought into the campus facility without prior written permission. Requests for such permission shall be made at the time the Facility Use Permit is applied for.
  - R.) Equipment, furniture or materials brought onto the premises with permission must be removed from the campus facility when the use is concluded. The items, which may remain, are those that will not interfere with normal college operations, when storage facilities are available. Authorization to store materials or equipment may be revoked at the convenience of the College.
  - S.) There shall be no solicitation of students or staff members without prior approval.
  - T.) No literature with respect to any proposed utilization of campus facilities shall be posted or distributed without prior approval.
  - U.) Any use of pyrotechnics, i.e. smoke, fire, flame, or spark producing devices are strictly prohibited on campus inside and outside of buildings. Use of such devices will only be allowed with the explicit written permission of the Director of Physical Plant, authorized agent from the Town of Cicero's Fire Department, and the State Fire Marshall. Any such uses, if permitted, shall adhere to all local town ordinances and state laws.
11. College owned equipment, furniture, or materials would not be available for off campus use by individuals or organizations. Exceptions may be granted to individuals or organizations approved for use of facilities for a specific event part of which must take place off campus.

**MORTON COLLEGE**  
**Facility Use Permit Application**

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City Zip Code

Telephone: \_\_\_\_\_ Person to Contact: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

Time Requested: From: \_\_\_\_\_ To: \_\_\_\_\_

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Equipment Requested: \_\_\_\_\_

Extent to which refreshments, if any, are to be served: \_\_\_\_\_

I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.

Authorized Signature: \_\_\_\_\_

Organization Title: \_\_\_\_\_

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Fields  
President

\_\_\_\_\_  
Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.**

**ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**DATE (S) OF UTILIZATION:** \_\_\_\_\_

**The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.**

**This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.**

**I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.**

**Authorized Signature:** \_\_\_\_\_

**Organization Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Morton College Rental Fees

**\*Minimum charge of \$10.00 an hour for administrative and processing costs will apply to ALL groups in addition to the following fee schedule.**

<b>AREA/SPACE</b>	<b>CAPACITY</b>	<b>HOURLY RATE</b>		<b>HOURLY RATE</b>
		<b>For-Profit</b>		<b>Non-Profit</b>
<b>CLASSROOM</b>	<b>15-30</b>	<b>\$15.00</b>		<b>\$11.25</b>
<b>CONFERENCE ROOM</b>	<b>12</b>	<b>\$12.00</b>		<b>\$9.00</b>
<b>LARGE LECTURE HALL</b>	<b>125</b>	<b>\$35.00</b>		<b>\$26.25</b>
<b>SMALL LECTURE HALL</b>	<b>75</b>	<b>\$35.00</b>		<b>\$26.95</b>
<b>CAFETERIA</b>	<b>300</b>	<b>\$100.00</b>	<b>1<sup>ST</sup> HR</b>	<b>\$75.00</b>
		<b>\$40.00</b>	<b>thereafter</b>	<b>\$30.00</b>
<b>GYMNASIUM</b>	<b>500-1000</b>	<b>\$100.00</b>	<b>1<sup>ST</sup> HR</b>	<b>\$75.00</b>
		<b>\$35.00</b>	<b>thereafter</b>	<b>\$30.00</b>
<b>UPPER GYMNASIUM</b>	<b>350</b>	<b>\$100.00</b>	<b>1<sup>ST</sup> HR</b>	<b>\$75.00</b>
		<b>\$50.00</b>	<b>thereafter</b>	<b>\$30.50</b>
<b>CORRIDOR/LOBBIES</b>		<b>\$25.00</b>		<b>\$18.75</b>
<b>OUTDOOR STAGE AREA</b>	<b>400</b>	<b>\$50.00</b>		<b>\$37.50</b>
<b>ATHLETIC FIELD</b>		<b>\$25.00</b>	<b>PER DAY</b>	<b>\$18.75</b>
<b>PARKING LOT</b>	<b>750</b>	<b>Cost to be arranged</b>		
<b>EQUIPMENT USE</b>		<b>NOTE: Hourly RATE/DAILY</b>		<b>HOURLY RATE</b>
		<b>For-Profit</b>		<b>Non-Profit</b>
<b>Piano</b>		<b>\$50.00</b>		<b>\$35.00</b>
<b>Overhead Projector</b>	<b>+Operators Cost</b>	<b>\$25.00</b>		<b>\$15.00</b>
<b>Microphone</b>	<b>+Operators Cost</b>	<b>\$15.00</b>		<b>\$10.00</b>
<b>TV/DVD</b>	<b>+Operators Cost</b>	<b>\$40.00</b>		<b>\$35.00</b>
<b>Folding Chair</b>	<b>Use/Set-up</b>	<b>.75</b>		<b>.50</b>
<b>Stage Lighting Controls</b>	<b>+Operators Cost</b>	<b>\$50.00</b>		<b>\$35.00</b>
<b>Scoreboard Gymnasium</b>	<b>+Operators Cost</b>	<b>\$50.00</b>		<b>\$35.00</b>



<b>Folding Table</b>	<b>Use/Set-up</b>	<b>\$10.00</b>	<b>\$5.00</b>
<b>Other AV Equipment</b>	<b>Cost to be arranged</b>		

**An Additional CHARGE will be applied for any college CUSTODIAL/CAMPUS POLICE related costs. A discount may be applicable for reuse.**

<b>Theatre Rental</b>	<b>\$1000.00 per day (weekends)</b>
<b>(340 person capacity).</b>	<b>\$800.00 per day (week days)</b>

**This fee does not include lights/sound and extra staff.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Melendez Insurance 1655 S Blue Island Ave, Suite 319  Chicago IL 60608	<b>CONTACT</b> NAME: Customer Service Team PHONE (A/C, No, Ext): (773) 843-3333 FAX (A/C, No): (773) 632-0593 E-MAIL: Certs@4myins.com ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ERIE INS EXCH <b>INSURER B:</b> TWIN CITY FIRE INS CO CO <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> ILLINOIS HISPANIC CHAMBERS OF COMMERCE 222 MERCHANDISE MART PL #1212  CHICAGO IL 60654-4342	<b>NAIC #</b> 26271 29459

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q37-2650551	01/26/2022	01/26/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q37-2650551	01/26/2022	01/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q25-2670252	01/26/2022	01/26/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	83WECPX6746	01/26/2022	01/26/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Business Personal Property			Q37-2650551	01/26/2022	01/26/2023	Coverage Amounts: Location 1 \$117,600 Location 2 (Storage) \$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wintrust Bank, NA, ISAOA is listed as Lender's Loss Payee

**CERTIFICATE HOLDER****CANCELLATION**

WINTRUST BANK, NA, ISAOA  9801 W Higgins Road  Rosemont IL 60018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Alexander Aviles</i>
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**PROPOSED ACTION:** That the Board approve the Illinois Spina Bifida Association to use Building E gymnasium on Saturday, December 10, 2022.

**RATIONALE:** The Illinois Spina Bifida Association Holiday Party.

**COST ANALYSIS:**

**ATTACHMENT:** See facilities application and certificate of insurance attached.

**MORTON COLLEGE**  
**Facility Use Permit Application**

This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.

Date: 3-31-2022

Name of Organization: ILLINOIS SPINA BIFIDA ASSOCIATION

Address: 2211 N. OAK PARK AVE. CHICAGO IL 60707  
Street City Zip Code

Telephone: 773-444-0305 Person to Contact: MATT LARSEN

Date(s) Requested: DECEMBER 10, 2022

Time Requested: From: 8:00AM To: 5:00 pm

(Include one-half hour before and one-half hour after scheduled event).

Facility Requested: GYM

Purpose of Use: HOLIDAY PARTY

Expected Attendance: 200

Equipment  
Requested: \_\_\_\_\_

Extent to which refreshments, if any, are to be served: LUNCH WILL BE SERVED

I (we) agree to comply with all rules and regulations set forth in the Morton College  
Campus Facilities Rental and Use Procedure.

Authorized Signature: \_\_\_\_\_

Organization Title: EXECUTIVE DIRECTOR

Please send this form to: Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan Fields  
President

\_\_\_\_\_  
Date

**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.**

**ORGANIZATION:** ILLINOIS SPINA BIFIDA ASSOCIATION  
**ADDRESS:** 2211 N. OAK PARK AVE. CHICAGO, IL 60707  
**TELEPHONE:** 773 444-0305  
**DATE (S) OF UTILIZATION:** DECEMBER 10, 2022

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:** \_\_\_\_\_

**Organization Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>David M. Kulawiak, Inc</b> <b>an agent of Forest Agency</b> <b>630 Hull Terrace, 3E</b> <b>Evanston IL 60202</b>		<b>CONTACT NAME:</b> <b>David Kulawiak</b> <b>PHONE (A/C, No. Ext):</b> <b>(844) 828-5576 x</b> <b>FAX (A/C, No):</b> <b>(844) 828-5071x</b> <b>E-MAIL ADDRESS:</b> <b>david@davidkconsulting.com</b>	
<b>INSURED</b> <b>Illinois Spina Bifida Association</b> <b>2211 N. Oak Park Ave.</b> <b>Chicago IL 60707</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> <b>ANI-RRG</b> <b>NAIC #</b> <b>10023</b> <b>INSURER B:</b> <b>The Hartford</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Social Services Prof.</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2022-39794	4/9/2022	4/9/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			2022-39794	4/9/2022	4/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ <b>10,000</b>			2022-39794 UMB	4/9/2022	4/9/2023	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83 WEC AA5031	5/17/2021	5/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	<b>Directors &amp; Officers</b>			2022-39794 DO	4/9/2022	4/9/2023	<b>Each Wrongful Act</b> \$ <b>1,000,000</b>
A	<b>Liquor Liability</b>			2022-39794	4/9/2022	4/9/2023	<b>Each Wrongful Act</b> \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**The certificate holder is recognized as additional insured.**

## CERTIFICATE HOLDER

**Morton College**  
**3801 S Central Ave.**  
**Cicero, IL 60804**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

*David M. Kulawiak*

N. All rights reserved.



**PROPOSED ACTION:** For the board to approve South Berwyn District 100 – Freedom Middle School for use of the gymnasium, on 5/26/22.

**RATIONALE:** Use of Gymnasium & Cafeteria

**COST ANALYSIS:**

**ATTACHMENT:** See Attached

## Facility Use Permit Application

**This form must be completed and returned no less than forty-five (45) days prior to the date for which the facility is requested. Confirmation will be made in writing.**

**Date:**

Name of Organization:

**Address:**

### Street

City

**Zip Code****Telephone:****Person to Contact:****Date(s) Requested:**

**Time Requested: From:**

**To:**

**(Include one-half hour before and one-half hour after scheduled event).**

**Facility Requested:**

**Purpose of Use:**

**Expected Attendance:**

## Equipment

**Requested:**

**Extent to which refreshments, if any, are to be served:**

**I (we) agree to comply with all rules and regulations set forth in the Morton College Campus Facilities Rental and Use Procedure.**

**Authorized Signature:**

**Organization Title:**

**Please send this form to:**

**Director of Physical Plant  
Morton College  
3801 S. Central Ave.  
Cicero, Illinois 60804  
(708) 656-8000, Ext. 2221 Fax (708) 656-7679**

Date \_\_\_\_\_

**Stan Fields**  
**President**

Date \_\_\_\_\_



**MORTON COLLEGE  
HOLD HARMLESS AGREEMENT  
WAIVER AND RELEASE OF ALL CLAIMS**

**This form must be completed and returned with the Facility Use Permit Application together with a copy of your Certificate of Insurance.** → will come from Jenny Hartz

**ORGANIZATION:** Berwyn South School District 180

**ADDRESS:** 3401 Gunderson Ave., Berwyn, IL 60402

**TELEPHONE:** 708-795-2300

**DATE (S) OF UTILIZATION:** 5/24/22 & 5/26/2022 Advantage & Freedom MS

The undersigned shall assume responsibility for and defend at its own expense all claims for personal injury, including but not limited to medical expenses, property damage, and any other type of claim arising for such use; and the undersigned further agrees to pay all costs for losses or damages to Morton College owned land, buildings and equipment. It is further understood that in consideration for being permitted to utilize the facilities of Morton College, I do for myself, my heirs, executors, administrators, assigns, and the organization I represent, hereby release and forever discharge Morton College, its trustees, officers, agents, employees, servants and officials, of and from any and every claim or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of this facility utilization.

This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing release and know the contents thereof and sign this release as my own free act.

**Authorized Signature:**

**Organization Title:**

**Date:**

Jenny Hartz  
Business Manager  
1/21/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Katie Lindholm PHONE (A/C, No, Ext): 847-598-2544 E-MAIL ADDRESS: Katie.Lindholm@aig.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Suburban School Cooperative Insurance Pool INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Suburban School Cooperative Ins Pool C/O South Berwyn School District #100 3401 South Gunderson Ave. Berwyn IL 60402-2999	NAIC #

## COVERAGES

CERTIFICATE NUMBER: 918050850

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR - \$400,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		SSCIPGL2021	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY SIR \$400,000			SSCIPAL2021	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SSCIPGL2021	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Property (Including Theft) SIR - \$400,000			SSCIPPR2021	12/31/2021	12/31/2022	Blanket Limit: \$2,000,000 Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Suburban School Cooperative Insurance Pool - Great American Insurance Company (NAIC #16691), Pennsylvania Manufacturers' Association Insurance Company (NAIC #12262), Markel Global Reinsurance Company (NAIC #10829), Travelers Excess and Surplus Lines Company (NAIC #29886)  
RE: Middle School Graduations held at Morton College.

Morton College is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Morton College 3801 S. Central Ave Cicero IL 60804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cynthia L. DeMonte</i>
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**MORTON COLLEGE BOARD OF TRUSTEES  
REQUEST FOR BOARD ACTION**

**PROPOSED ACTION:**

THAT THE BOARD APPROVE Alejandra Le AS A NEW Healthcare Careers Recruitment Specialist FOR THE OAR WITH AN EFFECTIVE START DATE OF 5.2.22

**RATIONALE**

The purpose of this position is to support the college with Recruitment initiatives.

**COST ANALYSIS:**

\$53, 669

**PROPOSED ACTION:**

THAT THE BOARD APPROVE THE HIRING OF CLARA MARTINEZ FOR THE POSITION OF NURSING LAB ASSISTANT/TUTOR

**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:** \$65000/year

**ATTACHMENT:**

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE MARISOL CAMPOS AS A NEW STUDENT ACTIVITIES ASSISTANT AND UNDOCUMENTED STUDENT LIAISON FOR THE STUDENT ACTIVITIES OFFICE WITH AN EFFECTIVE START DATE OF 5/2/22.

**RATIONALE**

To support the daily operations of the Student Activities Office by performing day-to-day tasks, assist with planning and executing events and activities on- and off-campus, assisting with student leadership development, providing students with access to resources to support their college success, and supporting undocumented students and mixed status students by streamlining access to financial aid and academic support.

**COST ANALYSIS:**

\$52,000

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE Sandra Salas AS A NEW Student Success Coach FOR THE STUDENT SERVICES DEPT WITH AN EFFECTIVE START DATE OF May 2, 2022.

**RATIONALE**

**FULLY STAFFING STUDENT SUCCESS COACHES LEADS  
TO FAIR DIVISION OF CASELOAD AND INCREASED  
STUDENT INTERACTION/ENROLLMENT**

**COST ANALYSIS:**

\$60,403/yr.

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

**PROPOSED ACTION:** THAT THE BOARD APPROVE IVAN SAUCEDO AS A NEW SPIRIT STORE MANAGER WITH AN EFFECTIVE START DATE OF 5/16/22.

**RATIONALE**

To elevate the presence of the Spirit Store on campus, pop-up shops and community event by collaborating with various departments throughout the institution.

**COST ANALYSIS:**

\$45,000 salary

**PROPOSED ACTION:** THAT THE BOARD APPROVE HIRING OF GENE JUNDT FOR THE SUMMER 2022 STEAMERS CAMP.

**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 continue providing STEM related summer programming for young learners.

**COST ANALYSIS:** \$32/contact hour, MTWTH 8am-12pm, June 27-July 28, 2022.

**ATTACHMENT:** Hiring Authorization form.



**PROPOSED ACTION:** THAT THE BOARD APPROVE HIRING OF CHERYL HUFF FOR THE SUMMER 2022 STEAMERS CAMP. .

**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 continue providing STEM related summer programming for young learners.

**COST ANALYSIS:** \$32/contact hour for three instructors. MTWTH 8am-12pm, June 27-July 28, 2022.

**ATTACHMENT:** Hiring Authorization forms.

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

**PROPOSED ACTION:** The hiring of Zachary Petrauskas Adjunct faculty in the Welding department.

**RATIONALE:**

Due to increased enrollment the Morton College Welding Department, it is now offering more classes, allowing students to earn 1 or more of the 5 approved welding certificates. The instructor brings years of welding and welding education experience which will benefit new and advanced welding students.

**COST ANALYSIS:** Salary Range: \$901.50      Hourly Range: \$56.34

**ATTACHMENTS:**

## **MORTON COLLEGE BOARD OF TRUSTEES**

### **REQUEST FOR BOARD ACTION**

**PROPOSED ACTION:** The hiring of Amy Tamez as Academic Deans' Office Support Specialist II with the start date of May 4<sup>th</sup>, 2022

**RATIONALE:** Ms. Tamez possesses expertise in various aspects of the Support Specialist II job duties. The Deans' Office is under staffed and is in need of more administrative support specifically for coverage during the late afternoon and evening hours.

**COST ANALYSIS:** Rate of \$21 per hour

**ATTACHMENTS:**

**PROPOSED ACTION:** THAT THE BOARD APPROVE HIRING OF SABRINA STANLEY FOR THE SUMMER 2022 STEAMERS CAMP. .

**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 continue providing STEM related summer programming for young learners.

**COST ANALYSIS:** \$32/contact hour, MTWTH 8am-12pm, June 27-July 28, 2022.

**ATTACHMENT:** Hiring Authorization form.

**PROPOSED ACTION:** THAT THE BOARD APPROVE HIRING OF KAYLA VARGAS FOR THE SUMMER 2022 STEAMERS CAMP SERVICE AIDE.

**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 continue providing STEM related summer programming for young learners.

**COST ANALYSIS:** \$12/contact hour. MTWTH 8am-12pm, June 27-July 28, 2022.

**ATTACHMENT:** Hiring Authorization forms.

**PROPOSED ACTION:** THAT THE BOARD APPROVE HIRING OF STEFANIA RENTERIA a FOR THE SUMMER 2022 STEAMERS CAMP SERVICE AIDE.

**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 continue providing STEM related summer programming for young learners.

**COST ANALYSIS:** \$12/contact hour. MTWTH 8am-12pm, June 27-July 28, 2022.

**ATTACHMENT:** Hiring Authorization forms.