



Morton College

Public Regular Board Meeting

Wednesday, December 11, 2024, 10:00 AM



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO.527

Minutes for the Regular Board Meeting

Thursday, November 21, 2024

1. Call to Order

The Regular Board meeting was called to order by Board Chair, Leonard Cannata at 10:08 AM on Thursday, November 21, 2024, at the Centennial Room, located at 3801 S. Central Ave., Cicero, IL 60804.

2. Pledge of Allegiance

Attendees recited the Pledge of Allegiance.

3. Roll Call

Present:

Leonard Cannata, Trustee
Jose Collazo, Trustee
Charles Hernandez, Trustee
Anthony Martinucci, Trustee
Oscar Montiel, Trustee
Frances F. Reitz, Trustee
Gizelle Beltran, Student Trustee

Absent:

Susan Grazzini, Trustee

Also Present:

Dr. Keith D. McLaughlin, President
Edward Wong Attorney, Del Galdo Law Group, LLC

4. Citizen Comments

None

5. Reports

5.1 ICCTA-ACCT

Trustee Hernandez spoke about the ICCTA meeting that he and President McLaughlin attended on November 15 – 16, 2024, in Schaumburg, IL. Trustee Hernandez highlighted two topics that were discussed, DEI and Student Success. All together was a wonderful couple of days and had great representation. Trustee Hernandez also shared the ICCTA 2025 Strategic Plan.

5.2 Student Trustee – Gizelle Beltran

Student Trustee Gizelle Beltran followed up on the Transportation Assistance Program and highlighted multiple events, including the ICCB-SAC Meeting Report, the SGA Chapter Meeting, the Giving Thanks Luncheon, and the Art Institute Event.

6. President's Report

Dr. McLaughlin highlighted several items, beginning with introducing Dean Brandie Windham to give a brief overview of the Art Institute Event and the Cook County Jail Poetry Slam.

Dean Brandie Windham introduced Faculty Shannon Martino to talk more about the Art Institute Initiative. Shannon highlighted that this program has been around since 2021, and it has grown. There is free admission to all students for the entire year, which includes the special exhibits. Results from last year, 275 students took advantage of that. 50 free general admission tickets and a 10% discount on museum membership for everyone at the college. There are two MC events each year, professional development opportunities, and the ability to schedule special tours.

Faculty Sam Chesters spoke about her experience with the Cook County Jail. In the Fall of 2023, Sam reached out to the Cook County Department of Corrections and asked them if they would be interested in any programs at the jail and they responded that they are voraciously hungry for programming and classes and education for the students. Sam has done 3 poetry slams. She was shocked at how curious, insightful, and hungry they were for education. Sam has been volunteering for the past year and a half and would love to see if we could have some conversations about trying to get more programming from Morton there.

Dr. McLaughlin thanked everyone who was involved in the Art Institute Initiative and to Sam for volunteering her time at the Cook County Jail.

Dr. McLaughlin congratulated the Men's Soccer National Regional Champs. Keith thanked Lee Milano and Chris Wido for their leadership in athletics and for supporting our athletes. Athletic Director Lee Milano wanted to highlight what a huge accomplishment in our region. Lee was thankful for the support of the athletic program and for allowing them to participate in something like that. It is a life experience that they will never forget.

Dr. McLaughlin highlighted his visit to the Boys and Girls Club of Cicero, hosted by Trustee Montiel and his brother Edgar. It was tremendous to see the work they were doing there in terms of the programming, especially after school. Trustee Montiel shared they will be celebrating their 75th year and thanked President McLaughlin for coming out, and he is looking forward to partnering with Morton and creating more opportunities for the community.

Dr. McLaughlin thanked Trustee Hernandez for participating in and representing the board at the ICCTA meetings. We had a full agenda and then joined the Trustees in an afternoon session on legal updates.

Dr. McLaughlin highlighted the Veteran's Day Luncheon that was hosted by Senator Mike Porfirio, Senator Cervantes, and Congressman Garcia. Congressman Garcia presented six flags that were flown over the capital to several individuals including Micheal Kott recognizing his service and Brian Gilligan, Business Instructor here, as well as our 100h year alum. Dr. McLaughlin also thanked Chair Cannata and Trustee Hernandez for joining us for that event.

Dr. McLaughlin addressed the construction that is going on outside. Director of Campus Operations and Facilities, Joseph Florio commented that construction is on schedule with a completion date of June 2025.

Dr. McLaughlin concluded his report by wishing everyone a healthy and enjoyable Thanksgiving!

7. Consent Agenda

Trustee Martinucci made a motion to approve the consent agenda, which includes agenda items 7.1 to 7.9.1, as listed below.

Trustee Collazo seconded the motion.

Ayes: Trustees, Cannata, Collazo, Hernandez, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Grazzini

Motion Carried

- 7.1. Approval of the Minutes of the Regular Board meeting held on October 30, 2024.
- 7.2. Approval and ratification of accounts payable and payroll for the month of October 2024, in the amount of \$2,952,061.00, and budget transfers in the amount of \$129,903.00.
- 7.3. Approval of the Monthly Budget Report for the fiscal year to date ending in October 2024.
- 7.4. Approval of the Treasurer's Report for October 2024.
- 7.5. Approval of the proposed Calendar of the Regular Board Meetings from January to December 2025.
- 7.6. Approval of the English 10% compensation for Adjunct Faculty for the Fall Semester 2024, in the amount of \$4,561.86 as submitted.
- 7.7. Approval of the Adobe License renewal, in the amount of \$36,913.25.
- 7.8. Approval of Facility Use Permits
 - 7.8.1. Hispanic Business Network to host a toy drive on December 7, 2024, in the cafeteria.
- 7.9. Approval of Position Changes
 - 7.9.1. Richard Wagner, Lateral Change from Custodian to Shipping & Receiving/Mail Clerk, effective November 22, 2024.

8. Informational Only 8.1 – 8.3.2

9. Approval of the first reading of the updated Title IX Policy for Morton College.

Trustee Martinucci made a motion to approve the first reading of the updated Title IX Policy for Morton College.

Trustee Collazo seconded the motion.

Ayes: Trustees, Cannata, Collazo, Hernandez, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Grazzini

Motion Carried

10. Approval of the first reading of the updated 8.2.1 Comprehensive Non-Discrimination, Sexual Based Harassment or Misconduct Policy.

Trustee Martinucci made a motion to approve the first reading of the updated 8.2.1 Comprehensive Non-Discrimination, Sexual Based Harassment or Misconduct Policy.

Trustee Reitz seconded the motion.

Ayes: Trustees, Cannata, Collazo, Hernandez, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Grazzini

Motion Carried

11. Approval of the estimated Tax Levy.

Trustee Martinucci made a motion to approve the estimated Tax Levy.

Trustee Reitz seconded the motion.

Ayes: Trustees, Cannata, Collazo, Hernandez, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Grazzini

Motion Carried

12. Closed Session - Cancelled

13. Approval of the Termination of Employment

Trustee Martinucci made a motion to approve the Termination of Employment of Michael

Westlove, effective November 12, 2024.

Trustee Reitz seconded the motion.

Ayes: Trustees, Cannata, Collazo, Hernandez, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Grazzini

Motion Carried

14. Approval of the Settlement Agreement and Release between the Illinois Community College Risk Management Consortium (ICCRMC) and Morton College District 527.

A discussion ensued between Trustee Hernandez, Dr. Keith McLaughlin, and CFO Mireya Perez.

Trustee Martinucci made a motion to approve the Settlement Agreement and Release between the ICCRMC and Morton College District 527.

Trustee Collazo seconded the motion.

Ayes: Trustees, Cannata, Collazo, Grazzini, Hernandez, Martinucci, Montiel and Reitz

Nays: None

Abstain: Trustee Hernandez

Absent: Trustee Grazzini

Motion Carried

15. Adjournment

Trustee Martinucci made a motion to adjourn the Regular Board Meeting at 10:38 a.m.

Trustee Collazo seconded the motion.

Ayes: Trustees, Cannata, Collazo, Hernandez, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Grazzini

Motion Carried

/s/ Leonard Cannata,
Board Chair

/s/ Jose Collozo,
Secretary



MORTON COLLEGE

COMMUNITY COLLEGE DISTRICT NO.527

Minutes for the Special Board Meeting/Board Retreat

Saturday, November 23, 2024

1. Call to Order

The Special Board Meeting/Board Retreat was called to order by Board Chair, Leonard Cannata at 9:20 AM on Saturday, November 23, 2024, at The Westin Michigan Avenue in Huron A – 2nd Floor, 909 North Michigan Avenue, Chicago, IL 60611.

2. Roll Call

Present:

Leonard Cannata, Trustee
Jose Collazo, Trustee
Susan Grazzini, Trustee
Anthony Martinucci, Trustee
Oscar Montiel, Trustee
Frances F. Reitz, Trustee (arrived at 9:24 a.m.)
Gizelle Beltran, Student Trustee

Absent:

Charles Hernandez, Trustee

Also Present:

Dr. Keith D. McLaughlin, President

3. Citizen Comments

None

4. General Discussion of Matters Relating to the Short- and Long-Term Future of the College.

- 4.1. Year-in-Review
- 4.2. Values and Goals
- 4.3. HLC Update
- 4.4. Organizational Design and Development
- 4.5. Strategic Planning & Facilities
- 4.6. Board and Institutional Policies
- 4.7. Board Priorities
- 4.8. Board Development and Governance
- 4.9. 100th Year Anniversary Updates

Dr. McLaughlin started by welcoming everyone and thanked the board for their service. He knows that they are not often recognized for giving their time and energy in a volunteer capacity serving as a member of the board and all the responsibilities that go with it. Over the past year, he has relied on their wise counsel, trusted advice, steady guidance, and insight and support in his role as President. It has been his honor and privilege to lead the institution with 100 years of legacy. 100 years is amazing and to be a part of positioning and preparing the institution to grow and thrive long into the future. Dr. McLaughlin is looking forward to the new year that we are about to embark upon and all that it holds. As a board and as the administration of the college working together, we can face challenges and create a better future, and that is really what we are here to cover today.

Dr. McLaughlin touched on one of the agenda items, the Higher Learning Commission, because we have a focus visit coming up early next year. He thinks it is important to have a discussion today about that and to give an update, review, and reflect on some of the issues that led us to that visit. The Higher Learning Commission is there to advocate and support institutions that are members of that organization. They provide our accreditation and recognition of our accreditation, so he will always operate in the spirit that is what HLC is about.

Dr. McLaughlin stated that we are going to adjust this agenda based on the board's priorities, but it's just to do a flyover of a number of different issues and topics that are covered as the highest priority in the coming months but to remain flexible today.

4.1 Year-in-Review

Dr. McLaughlin asked the board to talk about from what we can recall some positive things that really stand out to them over the year about the institution, about their experience with the board, and how things are generally going. Then we would shift over to the Delta Sign, which is from the Greek alphabet, which represents change. We can look at the next year, in the coming years, and what we would really like to think about planning in terms of change. Board members were actively engaged and provided feedback.



Trust
Transition
Board Leadership
Communication
Team Building
Respect
Student Trustee
Openness
Stakeholder Engagement
Pride in Facilities/Campus



Rocket Property Development
Board Evaluation
Fundraising
High School Partnership
Security - Visibility
Alum Relations Database
Theatre
Student Fundraising

4.2 Values and Goals

Dr. McLaughlin mentioned the Core Values that have been around for a very long time. Internally we've been discussing our core values, it has been a very good discussion, and we had an open forum, and we spent some time talking about our values.

Currently, our core values are Compassion, Fairness, Respect, Responsibility, and Tolerance. We are taking this seriously and we decided to look at these and talk about whether there are any things that we might change or reflect what we want our core values to be as an institution and then whatever that outcome is we will bring to the board for consideration. After speaking with staff some values that came to mind were Compassion, Equity, Accountability, Innovation, and Excellence.

4.3 HLC Update

Dr. McLaughlin shared that at the last comprehensive visit we had with the Higher Learning Commission, the team at that time recommended that the college be put on probation. It was primarily due to what was perceived as governance issues. From there it went to the next level, The Institutional Actions Council, which was July of 2023, which was a review panel that upheld the recommendation of probation. After a lot of back-and-forth, HLC made the recommendation ultimately to place the college on notice. HLC determined that Morton College met component 2.A. Criterion 2 core component 2.0 that that institution establishes its policies and processes to ensure fair and ethical behavior on the part of its governing board, administration, faculty, and staff that is found to be met with some concerns. The board of the institution has a history of interfering with the management's day-to-day operations which doesn't align with HLC expectations. HLC did recognize that we already at that time, in November of last year, we were taking significant and sustainable steps to address those. Dr. McLaughlin believes things have changed significantly and we are moving forward. Dr. McLaughlin also mentioned in 2027 the institution will have a comprehensive 10-year visit that will take place. We are already starting to prepare for that visit.

5. Closed Session

Approval to adjourn to Closed Session meeting for discussion under 5ILCS 120 Section 2(11) "to consider when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent."

Trustee Grazzini made a motion to go into a Closed Session at 11:12 a.m.

Trustee Martinucci seconded the motion.

Ayes: Trustees, Cannata, Collazo, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Hernandez

Motion Carried

Trustee Martinucci made a motion to go back into Open Session at 11:27 a.m.

Trustee Collazo seconded the motion.

Ayes: Trustees, Cannata, Collazo, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Hernandez

Motion Carried

General Discussion Continued.

4.6 Board and Institutional Policies

Dr. McLaughlin spoke about some issues having to deal with personnel, policies, and practices that might be for future consideration in terms of formal action. One of the discussions was negotiating some flexibility that would include working from home whether it's a day, it's occasional, or regular. A discussion ensued between the President and the Board. Dr. McLaughlin stated that one way to approach this is to have a formal recommendation and bring this forward into the new year for consideration.

4.4 Organizational Design and Development

Dr. McLaughlin highlighted some reorg proposals that will be brought forward to the board. Our new Vice President of Academic Affairs, Sheldon Walcher is working on this and trying to create a structure that's much more efficient, effective, and organized around several major areas.

Dr. McLaughlin let the board know he continues to hear from administrative staff that they think there should be some consideration given whether consolidating responsibilities and having people take additional responsibilities, we are talking about nonunion employees, and whether there should be additional compensation associated with that. A discussion ensued between the President and the Board. Dr. McLaughlin mentioned we could do a detailed comprehensive salary study.

4.9 100th Year Anniversary Updates

Dr. McLaughlin concluded the discussion by highlighting the continuing celebration of our 100th anniversary. Our next big event will be in April, which will be the Gala.

6. Adjournment

Trustee Martinucci made a motion to adjourn the Regular Board Meeting at 12:05 p.m.

Trustee Collazo seconded the motion.

Ayes: Trustees, Cannata, Collazo, Martinucci, Montiel, and Reitz

Nays: None

Absent: Trustee Hernandez

Motion Carried

/s/ Leonard Cannata,
Board Chair

/s/ Jose Collozo,
Secretary

Joanna M Martin

From: Joanna M Martin
Sent: Thursday, December 5, 2024 9:42 AM
To: Board Materials
Subject: FW: Action Item 8.1 for 12/11/2024 Board Meeting
Attachments: Board AS Totals 11.30.24.pdf; Check Register 11.30.24.pdf; Over 10k Nov 2024.pdf

From: Mireya Perez <mireya.perez@morton.edu>
Sent: Wednesday, December 4, 2024 4:30 PM
To: Joanna M Martin <joanna.martin@morton.edu>
Subject: FW: Action Item 8.1 for 12/11/2024 Board Meeting

Thank you,



Mireya Perez

Chief Financial Officer/Treasurer

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

E: mireya.perez@morton.edu

www.morton.edu

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Wednesday, December 4, 2024 2:18 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.1 for 12/11/2024 Board Meeting

Propose Action: THAT THE BOARD APPROVE AND RATIFY ACCOUNTS PAYABLE AND PAYROLL FOR THE MONTH OF NOVEMBER 2024 IN THE AMOUNT OF \$2,928,583 AND BUDGET TRANSFERS IN THE AMOUNT OF \$0 AS SUBMITTED.

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

Attachments: Resolution, Accounts Payable and Payroll Records



Suzanna Raigoza

Senior Accountant

P: (708) 656-8000, Ext. 2305

E: Suzanna.Raigoza@morton.edu

www.morton.edu

BE IT HEREBY RESOLVED THAT accounts payable and payrolls for the month of November 2024, be approved and/or ratified in the amount of \$2,928,583 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	11/30/2024	1,080,630
Payroll	11/15/2024	819,490
Payroll	11/30/2024	816,212
Student Refunds	11/30/2024	<u>133,329</u>
		2,849,661

O&M Restricted Fund (03)

Cash Disbursements - Monthly	11/30/2024	<u>78,922</u>
TOTAL ALL FUNDS		<u><u>\$2,928,583</u></u>

AND BE IT FURTHER RESOLVED THAT budget transfers in the amount of \$0 be approved as outlined on the attached Journal No. 0 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 11th day of December by the Board of Trustees, Morton College, Community College District no. 527, Cicero, Illinois.

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0121049	11/01/24	Recon	0162042	Natalian Bolton	V0202190	10/28/24		140.00		140.00
								140.00		140.00
0121050	11/01/24	Recon	0211068	Oscar Carreon	V0199224	11/01/24		1,250.00		1,250.00
								1,250.00		1,250.00
0121051	11/01/24	Recon	0196641	Leonel De Leon	V0202067	10/22/24		150.00		150.00
					V0202244	10/29/24		150.00		150.00
								300.00		300.00
0121052	11/01/24	Outst	0217979	Nathaniel Feliciano	V0202193	10/28/24		35.00		35.00
								35.00		35.00
0121053	11/01/24	Recon	0225192	Ana Gomes	V0202227	10/29/24		30.00		30.00
								30.00		30.00
0121054	11/01/24	Outst	0225780	Jose M. Gomez Perez	V0199229	11/01/24		500.00		500.00
								500.00		500.00
0121055	11/01/24	Recon	0137499	Pedro Guardian	V0199108	11/01/24		1,250.00		1,250.00
								1,250.00		1,250.00
0121056	11/01/24	Recon	0053597	Frank Guerrero	V0202178	10/25/24		360.00		360.00
								360.00		360.00
0121057	11/01/24	Recon	0003157	Mrs. Toulia D. Kelikian	V0199639	08/27/24		200.80		200.80
								200.80		200.80
0121058	11/01/24	Recon	0227123	John Kennedy	V0202066	10/22/24		190.00		190.00
								190.00		190.00
0121059	11/01/24	Recon	0220397	Oscar Lagunas	V0202068	10/22/24		150.00		150.00
								150.00		150.00
0121060	11/01/24	Recon	0225962	Arnulfo Rimando, Jr.	V0202238	10/29/24		35.00		35.00
								35.00		35.00
0121061	11/01/24	Recon	0211208	Daniel M. Rodriguez Sala	V0202191	10/28/24		140.00		140.00

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
								140.00		140.00
0121062	11/01/24	Recon	0211060	Victor H. Rodriguez	V0202243	10/29/24		150.00		150.00
								150.00		150.00
0121063	11/01/24	Recon	0180588	Thomas A. Scapillato	V0202208	10/29/24		53.97		53.97
					V0202355	10/30/24		950.00		950.00
								1,003.97		1,003.97
0121064	11/01/24	Recon	0166325	Boris Vukovic	V0202241	10/29/24		190.00		190.00
								190.00		190.00
0121065	11/01/24	Recon	0221497	Maxwell L. Woodward	V0202194	10/28/24		30.00		30.00
					V0202228	10/29/24		30.00		30.00
								60.00		60.00
0121071	11/04/24	Recon	0001013	ComEd	V0202448	11/04/24	B0006046	535.89		535.89
								535.89		535.89
0121072	11/08/24	Recon	0002694	AACC	V0202426	10/31/24		6,654.00		6,654.00
								6,654.00		6,654.00
0121073	11/08/24	Recon	0227261	Don Acciavatti	V0202410	10/31/24		140.00		140.00
								140.00		140.00
0121074	11/08/24	Recon	0227260	Esther Y. Aguirre	V0202435	11/01/24		35.00		35.00
								35.00		35.00
0121075	11/08/24	Recon	0001350	APTA	V0202307	10/30/24		3,900.00		3,900.00
								3,900.00		3,900.00
0121076	11/08/24	Outst	0221083	Andres Balladares	V0202403	10/31/24		155.00		155.00
					V0202439	11/01/24		155.00		155.00
								310.00		310.00
0121077	11/08/24	Recon	0225621	John Bongiorno	V0198962	11/08/24		3,750.00		3,750.00
								3,750.00		3,750.00
0121078	11/08/24	Recon	0166671	Ms. Cara A. Bonick	V0202487	11/04/24		63.81		63.81

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
								63.81		63.81
0121079	11/08/24	Recon	0000995	Bureau Water/Sewer Town	V0202505	11/06/24		358.83		358.83
					V0202506	11/06/24		995.77		995.77
					V0202507	11/06/24		198.10		198.10
					V0202508	11/06/24		198.10		198.10
					V0202509	11/06/24		198.10		198.10
								1,948.90		1,948.90
0121080	11/08/24	Recon	0226123	Ma Del Carmen Contreras	V0202404	10/31/24		155.00		155.00
								155.00		155.00
0121081	11/08/24	Recon	0002819	Jorge Cuate	V0202437	11/01/24		195.00		195.00
								195.00		195.00
0121082	11/08/24	Recon	0200699	Cutperto E. Del Rosario	V0202438	11/01/24		155.00		155.00
								155.00		155.00
0121083	11/08/24	Recon	0217979	Nathaniel Feliciano	V0202417	10/31/24		35.00		35.00
								35.00		35.00
0121084	11/08/24	Recon	0227033	Gregory A. Fleming	V0201962	11/08/24		1,000.00		1,000.00
								1,000.00		1,000.00
0121085	11/08/24	Recon	0205722	Ms. Carla J. Fortuna	V0202430	11/01/24		35,571.34		35,571.34
					V0202431	11/01/24		14,522.96		14,522.96
								50,094.30		50,094.30
0121086	11/08/24	Outst	0197148	Joseph Foster	V0193313	03/06/24		175.00		175.00
								175.00		175.00
0121087	11/08/24	Recon	0225192	Ana Gomes	V0202416	10/31/24		30.00		30.00
								30.00		30.00
0121088	11/08/24	Outst	0227124	Frederick I. Hofer, III	V0202406	10/31/24		100.00		100.00
								100.00		100.00
0121089	11/08/24	Recon	0003232	Ms. Lisa A. Mathelier	V0202363	10/30/24		70.00		70.00
								70.00		70.00

Check Number	Check Date	Check Status	Vendor ID	Payee Name	Voucher ID	Voucher Date	PO/BPO Number	Voucher Amount	Cash Disc Amount	Check Amount
0121090	11/08/24	Recon	0001483	NCDA	V0202384	10/30/24		95.00		95.00
								95.00		95.00
0121091	11/08/24	Recon	0227125	Daniel O'Brien	V0202405	10/31/24		100.00		100.00
								100.00		100.00
0121092	11/08/24	Recon	0190852	Darren M. Reese	V0202411	10/31/24		140.00		140.00
								140.00		140.00
0121093	11/08/24	Recon	0224707	Lewis G. Rice	V0195947	05/08/24		200.00		200.00
								200.00		200.00
0121094	11/08/24	Recon	0225663	Brian P. Salapatek	V0199088	11/08/24		3,500.00		3,500.00
								3,500.00		3,500.00
0121095	11/08/24	Recon	0226546	Julianne N. Salapatek	V0201242	11/08/24		1,000.00		1,000.00
								1,000.00		1,000.00
0121096	11/08/24	Outst	0221497	Maxwell L. Woodward	V0202415	10/31/24		30.00		30.00
					V0202432	11/01/24		30.00		30.00
								60.00		60.00
0121097	11/08/24	Recon	0161212	WSCCI	V0202488	11/04/24		325.00		325.00
								325.00		325.00
0121098	11/08/24	Recon	0170839	Ms Cynthia D. Young	V0202385	10/30/24		982.69		982.69
								982.69		982.69
0121099	11/08/24	Recon	0210206	Tomas Zarco	V0202402	10/31/24		195.00		195.00
								195.00		195.00
0121130	11/14/24	Recon	0227453	Huntsville/Madison Cty C	V0202591	11/12/24		1,256.97		1,256.97
								1,256.97		1,256.97
0121131	11/15/24	Outst	0177469	Bright Start College Sav	V0202761	11/15/24		100.00		100.00
								100.00		100.00
0121132	11/15/24	Recon	0001371	Colonial Life & Accident	V0202765	11/15/24		12.00		12.00

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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
								12.00		12.00
0121133	11/15/24	Outst	0101061	Morton College Faculty	V0202763	11/15/24		87.57		87.57
								87.57		87.57
0121134	11/15/24	Recon	0001563	State Disbursement Unit	V0202774	11/15/24		50.00		50.00
					V0202775	11/15/24		417.00		417.00
								467.00		467.00
0121135	11/15/24	Recon	0215417	A&M Fence Corp	V0201253	09/24/24		3,750.00		3,750.00
								3,750.00		3,750.00
0121136	11/15/24	Outst	0169985	Alcove Insights, LLC	V0202531	11/06/24		135.00		135.00
								135.00		135.00
0121137	11/15/24	Recon	0208384	Altorfer Industries Inc.	V0202607	11/13/24		5,866.91		5,866.91
								5,866.91		5,866.91
0121138	11/15/24	Recon	0000973	AT&T	V0202779	11/15/24	B0005910	935.43		935.43
					V0202780	11/15/24	B0005910	971.52		971.52
								1,906.95		1,906.95
0121139	11/15/24	Recon	0001953	AT&T Mobility	V0202629	11/13/24	B0005990	217.44		217.44
					V0202631	11/13/24	B0005935	156.96		156.96
					V0202632	11/13/24	B0005936	144.96		144.96
								519.36		519.36
0121140	11/15/24	Recon	0001401	AZ Commercial	V0202633	11/13/24	B0006030	41.60		41.60
								41.60		41.60
0121141	11/15/24	Recon	0000986	Berwyn Development Corp	V0202575	11/08/24		35.00		35.00
								35.00		35.00
0121142	11/15/24	Outst	0194139	Berwyn's Violet Flower S	V0202516	11/06/24		914.40		914.40
								914.40		914.40
0121143	11/15/24	Recon	0225674	Certiport	V0202726	11/14/24	P0016431	375.00		375.00
								375.00		375.00

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0121144	11/15/24	Recon	0001195	Cintas Corporation	V0202643	11/13/24	B0005872	273.28		273.28
					V0202697	11/14/24	B0005872	273.28		273.28
								546.56		546.56
0121145	11/15/24	Recon	0001752	Comcast	V0202645	11/13/24	B0005927	314.31		314.31
								314.31		314.31
0121146	11/15/24	Recon	0001632	Community Playthings	V0202727	11/14/24	P0016461	692.00		692.00
					V0202728	11/14/24		54.00-		-54.00
					V0202729	11/14/24	P0016518	230.00		230.00
								868.00		868.00
0121147	11/15/24	Recon	0214185	Complyright, Inc., HR Di	V0202546	11/07/24		104.99		104.99
								104.99		104.99
0121148	11/15/24	Recon	0217792	FedEx	V0202650	11/13/24	B0005953	13.58		13.58
					V0202651	11/13/24	B0005953	13.17		13.17
								26.75		26.75
0121149	11/15/24	Recon	0001034	Flinn Scientific Inc	V0202733	11/14/24	P0016297	534.21		534.21
								534.21		534.21
0121150	11/15/24	Recon	0001056	Hildebrand Sporting Good	V0202734	11/14/24	P0016493	390.00		390.00
					V0202735	11/14/24	P0016464	540.00		540.00
								930.00		930.00
0121151	11/15/24	Recon	0001381	Home Depot/GECE	V0202305	10/30/24		527.00		527.00
					V0202664	11/13/24	B0005989	57.70		57.70
					V0202665	11/13/24	B0005989	25.89		25.89
					V0202666	11/13/24	B0005989	124.96		124.96
					V0202667	11/13/24	B0005878	68.70		68.70
								804.25		804.25
0121152	11/15/24	Recon	0001848	Jack Phelan Chevrolet	V0202668	11/13/24	B0006049	47.30		47.30
								47.30		47.30
0121153	11/15/24	Recon	0226658	Jade Scientific, Inc	V0202736	11/14/24	P0016447	2,164.06		2,164.06
								2,164.06		2,164.06
0121154	11/15/24	Void	0227494	Mama D'S Inc.						

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0121155	11/15/24	Outst	0001812	McCook Athletic & Exposi	V0202737	11/14/24	P0016394	487.50		487.50
								487.50		487.50
0121156	11/15/24	Recon	0001299	McMaster-Carr	V0202596	11/12/24		350.70		350.70
					V0202739	11/14/24	P0016523	974.44		974.44
					V0202755	11/14/24	P0016534	649.40		649.40
								1,974.54		1,974.54
0121157	11/15/24	Recon	0001289	Menards	V0202680	11/13/24	B0005877	22.98		22.98
								22.98		22.98
0121158	11/15/24	Recon	0001113	New Readers Press	V0202740	11/14/24	P0016460	294.13		294.13
								294.13		294.13
0121159	11/15/24	Recon	0208924	Nicor Gas	V0202681	11/13/24	B0005916	2,239.73		2,239.73
								2,239.73		2,239.73
0121160	11/15/24	Recon	0002406	Paisans Pizza	V0202387	10/30/24		260.00		260.00
					V0202421	10/31/24		148.00		148.00
					V0202442	11/01/24		44.99		44.99
					V0202447	11/04/24		43.65		43.65
					V0202500	11/06/24		142.00		142.00
					V0202520	11/06/24		1,331.00		1,331.00
					V0202523	11/06/24		54.48		54.48
					V0202533	11/06/24		341.98		341.98
					V0202582	11/08/24		565.00		565.00
					V0202634	11/13/24		210.98		210.98
					V0202637	11/13/24		87.00		87.00
								3,229.08		3,229.08
0121161	11/15/24	Outst	0220213	Phelps Purchasing Group	V0202529	11/06/24		405.56		405.56
								405.56		405.56
0121162	11/15/24	Recon	0001835	Ray O'Herron Co. of Oakb	V0202590	11/12/24		550.00		550.00
								550.00		550.00
0121163	11/15/24	Recon	0194190	Service Tech	V0202685	11/13/24	B0006052	1,120.00		1,120.00
					V0202686	11/13/24	B0006042	260.00		260.00
								1,380.00		1,380.00
0121164	11/15/24	Outst	0225982	Trajecsyst Corporation	V0202691	11/13/24	B0006021	4,930.00		4,930.00

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								4,930.00		4,930.00
0121165	11/15/24	Recon	0211532	Tri-Electronics, Inc.	V0202519	11/06/24		295.00		295.00
								295.00		295.00
0121166	11/15/24	Recon	0206041	Welding Industrial Suppl	V0202751	11/14/24	P0016505	125.00		125.00
								125.00		125.00
0121167	11/15/24	Outst	0212016	Zoll Medical Corporation	V0202486	11/04/24		372.00		372.00
								372.00		372.00
0121168	11/15/24	Outst	0222135	Aidan N. Aguilera	V0202536	11/07/24		30.00		30.00
								30.00		30.00
0121169	11/15/24	Outst	0161316	Justin Basovsky	V0202587	11/08/24		449.80		449.80
								449.80		449.80
0121170	11/15/24	Recon	0002595	Joelle Beranek	V0202593	11/12/24		138.29		138.29
								138.29		138.29
0121171	11/15/24	Recon	0224868	Michael A. Bielski	V0202537	11/07/24		35.00		35.00
					V0202543	11/07/24		30.00		30.00
								65.00		65.00
0121172	11/15/24	Recon	0225621	John Bongiorno	V0202608	11/13/24		133.39		133.39
								133.39		133.39
0121173	11/15/24	Recon	0161109	Karl Braun	V0202578	11/08/24		195.00		195.00
								195.00		195.00
0121174	11/15/24	Recon	0216423	Victoria O. Calderon	V0202530	11/06/24		48.98		48.98
								48.98		48.98
0121175	11/15/24	Outst	0205769	Dwayne Cruz	V0202610	11/13/24		114.00		114.00
								114.00		114.00
0121176	11/15/24	Recon	0200699	Cutperto E. Del Rosario	V0202580	11/08/24		155.00		155.00
								155.00		155.00

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0121177	11/15/24	Recon	0195025	Mr. Jason R. Edgar	V0202524	11/06/24		257.06		257.06
					V0202558	11/08/24		487.53		487.53
								744.59		744.59
0121178	11/15/24	Recon	0219905	Ashley Finke	V0202606	11/13/24		748.96		748.96
								748.96		748.96
0121179	11/15/24	Outst	0170257	Mr. Guillermo Gasca, Jr.	V0202199	10/28/24		510.69		510.69
								510.69		510.69
0121180	11/15/24	Outst	0225192	Ana Gomes	V0202441	11/01/24		30.00		30.00
					V0202574	11/08/24		30.00		30.00
								60.00		60.00
0121181	11/15/24	Recon	0053597	Frank Guerrero	V0202549	11/07/24		240.00		240.00
								240.00		240.00
0121182	11/15/24	Recon	0001787	Mark Kedziora	V0202612	11/13/24		470.40		470.40
								470.40		470.40
0121183	11/15/24	Recon	0227123	John Kennedy	V0202579	11/08/24		155.00		155.00
								155.00		155.00
0121184	11/15/24	Recon	0001226	Raymond W Konrath	V0202569	11/08/24		40.00		40.00
								40.00		40.00
0121185	11/15/24	Recon	0222270	Michael Kostal	V0202548	11/07/24		345.00		345.00
								345.00		345.00
0121186	11/15/24	Outst	0211767	Thomas P. Lentine	V0202567	11/08/24		40.00		40.00
								40.00		40.00
0121187	11/15/24	Recon	0216845	Evan N. Martinez	V0202562	11/08/24		30.00		30.00
					V0202571	11/08/24		30.00		30.00
								60.00		60.00
0121188	11/15/24	Void	0022103	Lee J. Milano						
0121189	11/15/24	Outst	0153782	Mobile Air Conditioning	V0202517	11/06/24		140.00		140.00

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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
								140.00		140.00
0121190	11/15/24	Recon	0186014	Jason S. Monaco	V0202605	11/13/24		1,501.09		1,501.09
								1,501.09		1,501.09
0121191	11/15/24	Recon	0000863	Mrs. Guadalupe Perez	V0202555	11/07/24		77.40		77.40
								77.40		77.40
0121192	11/15/24	Outst	0222322	Nicole Pettinato	V0202550	11/07/24		360.00		360.00
								360.00		360.00
0121193	11/15/24	Outst	0180588	Thomas A. Scapillato	V0202595	11/12/24		63.57		63.57
								63.57		63.57
0121194	11/15/24	Recon	0001582	Dorran Stewart	V0202586	11/08/24		190.00		190.00
								190.00		190.00
0121195	11/15/24	Outst	0227335	Wil M. White	V0202539	11/07/24		30.00		30.00
					V0202542	11/07/24		30.00		30.00
					V0202577	11/08/24		30.00		30.00
								90.00		90.00
0121196	11/15/24	Recon	0227426	Brittiney Winters	V0202584	11/08/24		190.00		190.00
								190.00		190.00
0121197	11/15/24	Outst	0221497	Maxwell L. Woodward	V0202434	11/01/24		30.00		30.00
					V0202572	11/08/24		30.00		30.00
								60.00		60.00
0121198	11/15/24	Recon	0173040	Pamela Young	V0202585	11/08/24		190.00		190.00
								190.00		190.00
0121206	11/20/24	Recon	0227494	Mama D'S Inc.	V0202756	11/14/24		1,233.00		1,233.00
								1,233.00		1,233.00
0121207	11/22/24	Outst	0217465	Jeannette R. Elliott	V0202703	11/14/24		400.00		400.00
								400.00		400.00
0121208	11/22/24	Outst	0170257	Mr. Guillermo Gasca, Jr.	V0202803	11/18/24		299.76		299.76

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								299.76		299.76
0121209	11/22/24	Outst	0222270	Michael Kostal	V0189895	12/01/23		180.00		180.00
								180.00		180.00
0121210	11/22/24	Outst	0217401	Jana R. Marogil	V0202704	11/14/24		400.00		400.00
								400.00		400.00
0121211	11/22/24	Outst	0177728	Jeanne O. McCoy	V0202785	11/15/24		400.00		400.00
								400.00		400.00
0121212	11/22/24	Outst	0137977	Delilah M. Rosado	V0190437	12/14/23		99.00		99.00
								99.00		99.00
0121213	11/22/24	Outst	0195022	Ms. Jennifer Schreier	V0202880	11/20/24		166.16		166.16
								166.16		166.16
0121214	11/22/24	Recon	0170839	Ms Cynthia D. Young	V0202777	11/14/24		86.00		86.00
								86.00		86.00
0121215	11/22/24	Outst	0001161	State Univ Retirement Sy	V0202807	11/19/24		9,732.03		9,732.03
								9,732.03		9,732.03
0121250	11/22/24	Outst	0000995	Bureau Water/Sewer Town	V0202931	11/22/24	B0005907	296.04		296.04
								296.04		296.04
0121251	11/27/24	Outst	0218635	Eneld Ahmetaj	V0202883	11/20/24		175.00		175.00
								175.00		175.00
0121252	11/27/24	Outst	0010079	Albion College	V0202909	11/21/24		150.00		150.00
								150.00		150.00
0121253	11/27/24	Outst	0002271	Alldata	V0202603	11/13/24		975.00		975.00
								975.00		975.00
0121254	11/27/24	Outst	0223792	Annabelle Broeffle	V0202894	11/20/24		200.00		200.00
								200.00		200.00

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0121255	11/27/24	Outst	0170257	Mr. Guillermo Gasca, Jr.	V0202805	11/18/24		3,217.76		3,217.76
								3,217.76		3,217.76
0121256	11/27/24	Outst	0001069	Illinois Valley Communit	V0202898	11/21/24		350.00		350.00
								350.00		350.00
0121257	11/27/24	Outst	0001226	Raymond W Konrath	V0202891	11/20/24		40.00		40.00
								40.00		40.00
0121258	11/27/24	Outst	0162911	Ryan Kvasnicka	V0202882	11/20/24		175.00		175.00
								175.00		175.00
0121259	11/27/24	Outst	0211767	Thomas P. Lentine	V0202885	11/20/24		40.00		40.00
								40.00		40.00
0121260	11/27/24	Recon	0022103	Lee J. Milano	V0202896	11/21/24		329.05		329.05
								329.05		329.05
0121261	11/27/24	Outst	0209488	Ivette Rodriguez	V0202899	11/21/24		279.35		279.35
								279.35		279.35
0121262	11/27/24	Outst	0223840	Elizabeth Serewicz	V0202888	11/20/24		200.00		200.00
								200.00		200.00
0121263	11/27/24	Outst	0226102	Stericycle, Inc	V0202920	11/22/24		42.00		42.00
								42.00		42.00
0121264	11/27/24	Outst	0002396	John Szafraniec	V0202884	11/20/24		175.00		175.00
								175.00		175.00
0121265	11/27/24	Outst	0216931	Jake A. Tyler	V0202902	11/21/24		35.00		35.00
								35.00		35.00
0121273	11/27/24	Outst	0177469	Bright Start College Sav	V0203076	11/27/24		100.00		100.00
								100.00		100.00
0121274	11/27/24	Outst	0001371	Colonial Life & Accident	V0203080	11/27/24		12.00		12.00
								12.00		12.00

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0121275	11/27/24	Outst	0101061	Morton College Faculty	V0203078	11/27/24		87.57		87.57
								87.57		87.57
0121276	11/27/24	Outst	0001563	State Disbursement Unit	V0203089	11/27/24		50.00		50.00
					V0203090	11/27/24		417.00		417.00
								467.00		467.00
0121277	11/27/24	Outst	0189593	Altorfer Power Systems	V0202916	11/22/24		3,300.21		3,300.21
								3,300.21		3,300.21
0121278	11/27/24	Outst	0213938	Anatomy Warehouse	V0203070	11/26/24	P0016306	1,685.00		1,685.00
								1,685.00		1,685.00
0121279	11/27/24	Outst	0001206	BSN Sports LLC	V0202907	11/21/24		100.00		100.00
					V0203072	11/26/24	P0016553	1,050.00		1,050.00
								1,150.00		1,150.00
0121280	11/27/24	Outst	0001195	Cintas Corporation	V0202961	11/25/24	B0005873	215.21		215.21
					V0202962	11/25/24	B0005922	215.66		215.66
								430.87		430.87
0121281	11/27/24	Outst	0001195	Cintas Corporation	V0202963	11/25/24	B0005872	273.28		273.28
					V0203001	11/26/24	B0005872	273.28		273.28
								546.56		546.56
0121282	11/27/24	Outst	0001752	Comcast	V0202964	11/25/24	B0005949	91.41		91.41
					V0202965	11/25/24	B0005948	6.30		6.30
					V0203002	11/26/24	B0005948	312.85		312.85
								410.56		410.56
0121283	11/27/24	Outst	0001752	Comcast	V0202966	11/25/24	B0006022	509.95		509.95
								509.95		509.95
0121284	11/27/24	Outst	0001013	ComEd	V0202968	11/25/24	B0006046	621.07		621.07
					V0202969	11/25/24	B0005911	25,093.58		25,093.58
					V0202970	11/25/24	B0005911	17,818.51		17,818.51
								43,533.16		43,533.16
0121285	11/27/24	Outst	0168196	Concentra Health Service	V0202815	11/19/24		250.00		250.00

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ACCOUNTS PAYABLE CHECK REGISTER
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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
								250.00		250.00
0121286	11/27/24	Outst	0001676	Del Galdo Law Group, LLC	V0202972	11/25/24	B0005971	58.50		58.50
					V0202973	11/25/24	B0005971	812.50		812.50
					V0202974	11/25/24	B0005971	1,680.00		1,680.00
					V0202975	11/25/24	B0005971	8,412.00		8,412.00
					V0202976	11/25/24	B0005971	17,965.00		17,965.00
								28,928.00		28,928.00
0121287	11/27/24	Outst	0001240	Enterprise Leasing Compa	V0202903	11/21/24		899.96		899.96
								899.96		899.96
0121288	11/27/24	Outst	0217652	Willowbrook-Burr Ridge S	V0202796	11/15/24		2,000.00		2,000.00
								2,000.00		2,000.00
0121289	11/27/24	Outst	0217792	FedEx	V0202980	11/25/24	B0005953	10.68		10.68
					V0203033	11/26/24	B0005953	51.64		51.64
								62.32		62.32
0121290	11/27/24	Outst	0001034	Flinn Scientific Inc	V0203094	11/26/24	P0016536	156.48		156.48
					V0203095	11/26/24	P0016562	1,078.02		1,078.02
								1,234.50		1,234.50
0121291	11/27/24	Outst	0001056	Hildebrand Sporting Good	V0203099	11/26/24	P0016542	2,867.00		2,867.00
								2,867.00		2,867.00
0121292	11/27/24	Outst	0210378	Hinckley Springs	V0203005	11/26/24	B0005959	49.94		49.94
								49.94		49.94
0121293	11/27/24	Outst	0001381	Home Depot/GECF	V0203006	11/26/24	B0005989	126.91		126.91
								126.91		126.91
0121294	11/27/24	Outst	0001068	ILLCO, Inc.	V0203007	11/26/24	B0005867	1,094.33		1,094.33
								1,094.33		1,094.33
0121295	11/27/24	Outst	0227494	Mama D'S Inc.	V0202937	11/22/24		46.80		46.80
								46.80		46.80
0121296	11/27/24	Outst	0001289	Menards	V0202897	11/21/24		61.86		61.86
								61.86		61.86

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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
0121297	11/27/24	Outst	0208793	NAPA Auto Parts	V0203109	11/26/24	B0006005	143.16		143.16
								143.16		143.16
0121298	11/27/24	Outst	0220780	Oreilly Auto Parts	V0203110	11/26/24	B0005925	58.00		58.00
					V0203111	11/26/24	B0005925	8.73		8.73
								66.73		66.73
0121299	11/27/24	Outst	0002406	Paisans Pizza	V0199413	08/16/24		104.00		104.00
					V0202559	11/08/24		25.45		25.45
					V0202778	11/14/24		306.65		306.65
					V0202806	11/18/24		33.00		33.00
					V0202910	11/21/24		63.84		63.84
					V0202921	11/22/24		735.00		735.00
					V0202928	11/22/24		172.00		172.00
								1,439.94		1,439.94
0121300	11/27/24	Outst	0155715	Technology Management Re	V0203027	11/26/24	B0005903	2,241.05		2,241.05
								2,241.05		2,241.05
0121301	11/27/24	Outst	0187642	Trane U.S. Inc	V0202695	11/13/24		1,003.96		1,003.96
								1,003.96		1,003.96
0121302	11/27/24	Outst	0199033	Watermark Insights, LLC	V0202802	11/18/24		13,340.25		13,340.25
								13,340.25		13,340.25
E0027604	11/04/24	Outst	0001485	Citibank, N.A.	V0200150	09/17/24		229.57		229.57
					V0200183	09/19/24		616.70		616.70
					V0200184	09/20/24		42.75		42.75
					V0201301	09/26/24		228.39		228.39
					V0201499	10/01/24		302.11		302.11
					V0201566	10/02/24		683.70		683.70
					V0202161	10/23/24		135.05		135.05
					V0202171	10/24/24		144.30		144.30
					V0202444	11/02/24		962.18		962.18
								3,344.75		3,344.75
E0027605	11/07/24	Outst	0209933	Christopher P. Butz	V0202485	11/04/24		75.58		75.58
								75.58		75.58
E0027606	11/07/24	Outst	0189374	Mr. Joseph M. Camarillo	V0202413	10/31/24		80.00		80.00
								80.00		80.00

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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
E0027607	11/07/24	Outst	0219377	Eric R. Costa	V0202418	10/31/24		30.00		30.00
								30.00		30.00
E0027608	11/07/24	Outst	0216762	Keelan Donald	V0198454	11/08/24		2,800.00		2,800.00
								2,800.00		2,800.00
E0027609	11/07/24	Outst	0221394	Johnathan G. Hanrahan	V0202433	11/01/24		30.00		30.00
								30.00		30.00
E0027610	11/07/24	Outst	0165341	Mrs. Jennifer Klementzos	V0202499	11/04/24		140.00		140.00
								140.00		140.00
E0027611	11/07/24	Outst	0002697	Dr. Keith McLaughlin	V0202424	10/31/24		1,031.06		1,031.06
					V0202425	10/31/24		303.08		303.08
								1,334.14		1,334.14
E0027612	11/07/24	Outst	0187216	Mr. Neil J. Moss	V0202414	10/31/24		80.00		80.00
								80.00		80.00
E0027613	11/07/24	Outst	0226318	Vanessa Nisbet	V0202412	10/31/24		110.00		110.00
								110.00		110.00
E0027614	11/07/24	Outst	0000928	Mr. James P. O'Connell,	V0202436	11/01/24		40.00		40.00
								40.00		40.00
E0027615	11/07/24	Outst	0209695	Jonathan Rush	V0198093	07/04/24		3,000.00		3,000.00
								3,000.00		3,000.00
E0027616	11/07/24	Outst	0019347	Sandra L. Salas	V0202365	10/30/24		39.96		39.96
								39.96		39.96
E0027617	11/07/24	Outst	0201801	Michael R. Traversa	V0202401	10/31/24		110.00		110.00
								110.00		110.00
E0027630	11/14/24	Outst	0166671	Ms. Cara A. Bonick	V0202557	11/08/24		60.78		60.78
					V0202560	11/08/24		24.69		24.69
					V0202604	11/13/24		1,484.16		1,484.16
								1,569.63		1,569.63

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E0027631	11/14/24	Outst	0209933	Christopher P. Butz	V0202583 V0202611	11/08/24 11/13/24		60.00 150.00		60.00 150.00
								210.00		210.00
E0027632	11/14/24	Outst	0214098	Ms. Marisol Campos Garci	V0202526	11/06/24		265.50		265.50
								265.50		265.50
E0027633	11/14/24	Outst	0219377	Eric R. Costa	V0202570	11/08/24		35.00		35.00
								35.00		35.00
E0027634	11/14/24	Outst	0214955	Mr. Samuel Gamino	V0202598	11/12/24		371.54		371.54
								371.54		371.54
E0027635	11/14/24	Outst	0221394	Johnathan G. Hanrahan	V0202541 V0202573	11/07/24 11/08/24		30.00 30.00		30.00 30.00
								60.00		60.00
E0027636	11/14/24	Outst	0000841	Mrs. Michelle C. Herrera	V0202527	11/06/24		745.78		745.78
								745.78		745.78
E0027637	11/14/24	Outst	0000004	Mr. Micheal A. Kott	V0202594	11/12/24		287.02		287.02
								287.02		287.02
E0027638	11/14/24	Outst	0197664	Ms. Claudia Mosqueda	V0202552	11/07/24		1,464.00		1,464.00
								1,464.00		1,464.00
E0027639	11/14/24	Outst	0187216	Mr. Neil J. Moss	V0202566	11/08/24		80.00		80.00
								80.00		80.00
E0027640	11/14/24	Outst	0061069	Hector L. Munoz	V0202564 V0202576	11/08/24 11/08/24		100.00 110.00		100.00 110.00
								210.00		210.00
E0027641	11/14/24	Outst	0000928	Mr. James P. O'Connell,	V0202563	11/08/24		40.00		40.00
								40.00		40.00
E0027642	11/14/24	Outst	0000820	Ms. Tsonka I. Pencheva	V0202592	11/12/24		1,742.24		1,742.24
								1,742.24		1,742.24

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E0027643	11/14/24	Outst	0024626	Frank D. Perez	V0202554	11/07/24		42.83		42.83
								42.83		42.83
E0027644	11/14/24	Outst	0197850	Tania Ramirez Reyes	V0202528	11/06/24		106.90		106.90
								106.90		106.90
E0027645	11/14/24	Outst	0220326	Carmelo Rodriguez, JR	V0202551	11/07/24		105.00		105.00
								105.00		105.00
E0027646	11/14/24	Outst	0176638	Monica Sanchez-Torres	V0202429	11/01/24		87.84		87.84
								87.84		87.84
E0027647	11/14/24	Outst	0216705	Stephanie M. Schmidt	V0199766	11/15/24		2,000.00		2,000.00
								2,000.00		2,000.00
E0027648	11/14/24	Outst	0000897	Mr. Donald A. Sykora	V0202556	11/08/24		2,391.01		2,391.01
								2,391.01		2,391.01
E0027649	11/14/24	Outst	0201801	Michael R. Traversa	V0202440	11/01/24		110.00		110.00
					V0202565	11/08/24		110.00		110.00
								220.00		220.00
E0027650	11/14/24	Outst	0158266	Mr. Christopher J. Wido	V0202568	11/08/24		90.00		90.00
								90.00		90.00
E0027651	11/14/24	Outst	0190102	Ms. Brandie N. Windham	V0202561	11/08/24		573.14		573.14
								573.14		573.14
E0027652	11/14/24	Outst	0204013	Exxat, LLC	V0202538	11/07/24		2,186.00		2,186.00
					V0202540	11/07/24		1,030.00		1,030.00
								3,216.00		3,216.00
E0027653	11/14/24	Outst	0202383	Flexible Benefit Service	V0202545	11/07/24		390.50		390.50
								390.50		390.50
E0027659	11/15/24	Outst	0001422	CCCTU-Cope Fund	V0202762	11/15/24		178.00		178.00
								178.00		178.00

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E0027660	11/15/24	Outst	0001374	College & University Cre	V0202764	11/15/24		200.00		200.00
								200.00		200.00
E0027661	11/15/24	Outst	0160763	Illinois Education Assoc	V0202766	11/15/24		212.19		212.19
								212.19		212.19
E0027662	11/15/24	Outst	0191845	Metropolitan Alliance of	V0202767	11/15/24		80.50		80.50
								80.50		80.50
E0027663	11/15/24	Outst	0163075	Morton College Foundatio	V0202768	11/15/24		24.50		24.50
								24.50		24.50
E0027664	11/15/24	Outst	0001372	Morton College Teachers	V0202769	11/15/24		3,038.03		3,038.03
					V0202770	11/15/24		1,771.24		1,771.24
								4,809.27		4,809.27
E0027665	11/15/24	Outst	0209135	Omni Financial Group, In	V0202771	11/15/24		11,352.56		11,352.56
								11,352.56		11,352.56
E0027666	11/15/24	Outst	0001513	SEIU Local 73 Cope	V0202772	11/15/24		29.00		29.00
								29.00		29.00
E0027667	11/15/24	Outst	0001373	Service Employees Intl U	V0202773	11/15/24		263.00		263.00
								263.00		263.00
E0027668	11/15/24	Outst	0001161	State Univ Retirement Sy	V0202776	11/15/24		81,253.46		81,253.46
								81,253.46		81,253.46
E0027669	11/15/24	Outst	0182919	Mr. Ryan Denson	V0202758	11/14/24	B0005928	2,887.50		2,887.50
								2,887.50		2,887.50
E0027670	11/15/24	Outst	0013221	4IMPRINT	V0202707	11/14/24	P0016466	1,613.84		1,613.84
								1,613.84		1,613.84
E0027671	11/15/24	Outst	0209709	Accurate Employment Scre	V0202613	11/13/24	B0005967	4,114.69		4,114.69
								4,114.69		4,114.69
E0027672	11/15/24	Outst	0206735	All Pro Truck Driving Sc	V0202615	11/13/24		10,200.00		10,200.00

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								10,200.00		10,200.00
E0027673	11/15/24	Outst	0190802	All-Types Elevators Inc	V0202614	11/13/24	B0005895	569.60		569.60
								569.60		569.60
E0027674	11/15/24	Outst	0188188	Amazon Capital Services	V0202616	11/13/24	B0006047	79.77		79.77
					V0202617	11/13/24	B0006027	63.28-		-63.28
					V0202618	11/13/24	B0006041	702.39		702.39
					V0202619	11/13/24	B0006041	582.41		582.41
					V0202620	11/13/24	B0006018	38.95		38.95
					V0202621	11/13/24	B0005912	41.44		41.44
					V0202622	11/13/24	B0005912	140.27		140.27
					V0202623	11/13/24	B0006018	194.12		194.12
					V0202624	11/13/24	B0006018	26.99		26.99
					V0202626	11/13/24	B0006051	273.15		273.15
					V0202698	11/14/24	B0005912	278.00		278.00
					V0202699	11/14/24	B0006027	106.55		106.55
					V0202701	11/14/24	B0006047	13.99		13.99
					V0202708	11/14/24	B0006054	959.98		959.98
					V0202709	11/14/24	P0016472	179.40		179.40
					V0202710	11/14/24	P0016527	156.92		156.92
					V0202711	11/14/24	P0016470	529.86		529.86
					V0202712	11/14/24		129.99-		-129.99
					V0202713	11/14/24	P0016532	235.00		235.00
					V0202714	11/14/24	P0016515	206.41		206.41
					V0202715	11/14/24	P0016538	62.49		62.49
					V0202716	11/14/24	P0016522	376.45		376.45
					V0202717	11/14/24	P0016503	62.49		62.49
					V0202718	11/14/24	P0016507	276.41		276.41
					V0202719	11/14/24	P0016511	752.58		752.58
					V0202720	11/14/24	P0016513	8.61		8.61
					V0202721	11/14/24	P0016520	200.08		200.08
					V0202722	11/14/24	P0016510	17.22		17.22
					V0202723	11/14/24	P0016509	128.59		128.59
					V0202724	11/14/24	P0016504	84.95		84.95
					V0202725	11/14/24	P0016541	19.19		19.19
								6,541.39		6,541.39
E0027675	11/15/24	Outst	0001490	Arc One Electric	V0202627	11/13/24	B0006043	857.56		857.56
					V0202628	11/13/24	B0006045	1,290.00		1,290.00
								2,147.56		2,147.56
E0027676	11/15/24	Outst	0198820	Asure Software	V0202754	11/14/24	B0005976	137.90		137.90
								137.90		137.90
E0027677	11/15/24	Outst	0156646	ATI Nursing Education	V0202445	11/04/24		2,331.25		2,331.25

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								2,331.25		2,331.25
E0027678	11/15/24	Outst	0196421	Balloons by Tommy	V0202510	11/06/24		448.00		448.00
								448.00		448.00
E0027679	11/15/24	Outst	0200061	Believers	V0202525	11/06/24		440.00		440.00
								440.00		440.00
E0027680	11/15/24	Outst	0194510	Blades of Glory Inc	V0202635	11/13/24	B0005897	700.00		700.00
					V0202636	11/13/24	B0005897	700.00		700.00
					V0202638	11/13/24	B0005897	700.00		700.00
					V0202639	11/13/24	B0005897	700.00		700.00
					V0202640	11/13/24	B0005897	700.00		700.00
					V0202641	11/13/24	B0005897	700.00		700.00
								4,200.00		4,200.00
E0027681	11/15/24	Outst	0007998	Cassidy Tire & Service	V0202642	11/13/24	B0005888	990.24		990.24
								990.24		990.24
E0027682	11/15/24	Outst	0201853	Club Automation, LLC	V0202644	11/13/24	B0005909	1,348.52		1,348.52
								1,348.52		1,348.52
E0027683	11/15/24	Outst	0207194	DD's Operations LLC	V0202784	11/15/24	B0006055	175.00		175.00
								175.00		175.00
E0027684	11/15/24	Outst	0209578	DisposAll Waste Services	V0202647	11/13/24	B0005900	291.75		291.75
					V0202648	11/13/24	B0005900	495.31		495.31
								787.06		787.06
E0027685	11/15/24	Outst	0002145	Education to Go	V0202427	11/01/24		350.00		350.00
								350.00		350.00
E0027686	11/15/24	Outst	0218528	ezCater, Inc	V0202730	11/14/24	P0016521	75.38		75.38
					V0202731	11/14/24	P0016502	277.49		277.49
					V0202732	11/14/24	P0016495	557.19		557.19
								910.06		910.06
E0027687	11/15/24	Outst	0219437	Farmer's Fridge	V0202649	11/13/24	B0006048	2,237.85		2,237.85
								2,237.85		2,237.85

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E0027688	11/15/24	Outst	0219326	Ferrilli	V0202511	11/06/24		2,925.00		2,925.00
					V0202512	11/06/24		2,362.50		2,362.50
					V0202513	11/06/24		5,400.00		5,400.00
								10,687.50		10,687.50
E0027689	11/15/24	Outst	0196370	Follett Higher Education	V0202422	10/31/24		221,384.39		221,384.39
								221,384.39		221,384.39
E0027690	11/15/24	Outst	0001037	Fox Valley Fire & Safety	V0202652	11/13/24	B0005974	965.00		965.00
					V0202653	11/13/24	B0005974	965.00		965.00
					V0202654	11/13/24	B0005974	710.00		710.00
					V0202655	11/13/24	B0005974	609.50		609.50
					V0202759	11/14/24	B0005974	297.00		297.00
								3,546.50		3,546.50
E0027691	11/15/24	Outst	0202852	Freepoint Energy Solutio	V0202656	11/13/24	B0005915	27,426.82		27,426.82
								27,426.82		27,426.82
E0027692	11/15/24	Outst	0205565	Game One	V0202657	11/13/24	B0005964	5,551.80		5,551.80
					V0202658	11/13/24	B0006014	1,556.04		1,556.04
					V0202659	11/13/24	B0006014	981.57		981.57
					V0202660	11/13/24	B0006037	947.10		947.10
					V0202662	11/13/24	B0005937	163.59		163.59
					V0202757	11/14/24	B0006014	592.70		592.70
								9,792.80		9,792.80
E0027693	11/15/24	Outst	0205972	Gas Plus DBA Buddy Bear	V0202663	11/13/24	B0005899	113.94		113.94
								113.94		113.94
E0027694	11/15/24	Outst	0001061	ICCTA	V0202581	11/08/24		165.00		165.00
								165.00		165.00
E0027695	11/15/24	Outst	0001647	Iron Mountain	V0202693	11/13/24	B0005901	711.87		711.87
								711.87		711.87
E0027696	11/15/24	Outst	0001890	Konica Minolta Bus Solut	V0202669	11/13/24	B0005902	90.00		90.00
					V0202670	11/13/24	B0005902	90.00		90.00
					V0202671	11/13/24	B0005902	90.00		90.00
					V0202672	11/13/24	B0005902	90.00		90.00
					V0202673	11/13/24	B0005902	80.00		80.00
								440.00		440.00

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E0027697	11/15/24	Outst	0002233	Konica Minolta Premier F	V0202674	11/13/24	B0005941	451.00		451.00
					V0202675	11/13/24	B0005941	1,960.36		1,960.36
					V0202676	11/13/24	B0005941	193.47		193.47
								2,604.83		2,604.83
E0027698	11/15/24	Outst	0188162	Lake County Press	V0202678	11/13/24	B0006004	472.00		472.00
					V0202679	11/13/24	B0006004	332.00		332.00
								804.00		804.00
E0027699	11/15/24	Outst	0183140	MECO Consulting	V0202599	11/12/24		650.00		650.00
								650.00		650.00
E0027700	11/15/24	Outst	0217543	NobleTec, LLC	V0202741	11/14/24	P0016526	470.95		470.95
								470.95		470.95
E0027701	11/15/24	Outst	0208992	NRG Business Marketing L	V0202682	11/13/24	B0005917	4,736.15		4,736.15
								4,736.15		4,736.15
E0027702	11/15/24	Outst	0001122	Office Depot Business So	V0202683	11/13/24	B0006016	52.09		52.09
					V0202684	11/13/24	B0006016	74.36		74.36
								126.45		126.45
E0027703	11/15/24	Outst	0219663	Paragon Micro Inc	V0202742	11/14/24	P0016477	98,647.66		98,647.66
								98,647.66		98,647.66
E0027704	11/15/24	Outst	0199416	Promo Direct	V0202744	11/14/24	P0016423	1,000.00		1,000.00
								1,000.00		1,000.00
E0027705	11/15/24	Outst	0218188	Reed Construction	V0202419	10/31/24		28,108.50		28,108.50
								28,108.50		28,108.50
E0027706	11/15/24	Outst	0191240	Scenario Learning, LLC	V0201994	10/17/24		4,503.60		4,503.60
								4,503.60		4,503.60
E0027707	11/15/24	Outst	0001156	Smithereen Exterminating	V0202687	11/13/24	B0005870	186.00		186.00
								186.00		186.00
E0027708	11/15/24	Outst	0157227	Staples Advantage	V0202688	11/13/24	B0005940	227.54		227.54
					V0202745	11/14/24	P0016500	167.03		167.03

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					V0202746	11/14/24	P0016519	114.95		114.95
								509.52		509.52
E0027709	11/15/24	Outst	0002889	Suburban Door Check & Lo	V0202689	11/13/24	B0006040	682.00		682.00
					V0202690	11/13/24	B0006053	653.70		653.70
								1,335.70		1,335.70
E0027710	11/15/24	Outst	0219500	Sweets by Liz LLC	V0202532	11/06/24		360.00		360.00
								360.00		360.00
E0027711	11/15/24	Outst	0193721	TimeClock Plus, LLC	V0202420	10/31/24		49.00		49.00
								49.00		49.00
E0027712	11/15/24	Outst	0226256	Unique Products & Servic	V0202747	11/14/24	P0016442	2,284.83		2,284.83
					V0202748	11/14/24	P0016478	722.96		722.96
					V0202749	11/14/24	P0016529	182.36		182.36
					V0202750	11/14/24	P0016528	1,790.52		1,790.52
								4,980.67		4,980.67
E0027713	11/15/24	Outst	0001824	Waukegan Roofing Co., In	V0202781	11/15/24	B0005885	1,325.00		1,325.00
								1,325.00		1,325.00
E0027714	11/15/24	Outst	0201761	Zoom Video Communication	V0202752	11/14/24	P0016262	2,340.00		2,340.00
								2,340.00		2,340.00
E0027715	11/15/24	Outst	0190089	3OE Solutions	V0202786	11/15/24		5,000.00		5,000.00
								5,000.00		5,000.00
E0027716	11/15/24	Outst	0204562	Lo Destro Construction C	V0202794	11/15/24	B0006003	50,813.47		50,813.47
								50,813.47		50,813.47
E0027717	11/20/24	Outst	0188213	Old National Bank	V0201988	10/17/24		449.00		449.00
					V0202172	10/24/24		192.14		192.14
					V0202491	11/04/24		340.00		340.00
					V0202514	11/06/24		1,439.60		1,439.60
					V0202515	11/06/24		1,125.23		1,125.23
					V0202692	11/13/24		64.99		64.99
					V0202809	11/19/24	B0005970	150.00		150.00
					V0202810	11/19/24	P0016533	1,344.75		1,344.75
					V0202811	11/19/24	B0005997	80.00		80.00
					V0202813	11/19/24	P0016485	229.65		229.65

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					V0202814	11/19/24	B0005969	99.00		99.00
					V0201486	10/01/24		154.40		154.40
					V0201574	10/03/24		483.06		483.06
					V0201796	10/10/24		1,768.83		1,768.83
					V0201960	10/15/24		779.99		779.99
					V0202493	11/04/24		600.74		600.74
					V0202795	11/15/24		4,774.63		4,774.63
								14,076.01		14,076.01
E0027718	11/21/24	Outst	0024766	Miriam V. Andablo	V0202798	11/18/24		162.69		162.69
								162.69		162.69
E0027719	11/21/24	Outst	0165694	Dr. Sara E. Helmus	V0202547	11/07/24		1,312.85		1,312.85
								1,312.85		1,312.85
E0027720	11/21/24	Outst	0002876	Ms Evelyn Jaquez	V0202677	11/13/24		425.00		425.00
								425.00		425.00
E0027721	11/21/24	Outst	0157638	Ms. Alejandra Le	V0202879	11/20/24		375.91		375.91
								375.91		375.91
E0027722	11/21/24	Outst	0197664	Ms. Claudia Mosqueda	V0202799	11/18/24		2,134.93		2,134.93
								2,134.93		2,134.93
E0027723	11/21/24	Outst	0061069	Hector L. Munoz	V0199445	11/26/24		2,500.00		2,500.00
								2,500.00		2,500.00
E0027724	11/21/24	Outst	0000897	Mr. Donald A. Sykora	V0202160	10/23/24		485.83		485.83
								485.83		485.83
E0027725	11/21/24	Outst	0000738	Ms Gina G. Torres	V0202760	11/14/24		100.00		100.00
								100.00		100.00
E0027726	11/21/24	Outst	0156097	ACI Payments, Inc.	V0202787	11/15/24		2,675.57		2,675.57
								2,675.57		2,675.57
E0027727	11/21/24	Outst	0200282	Victor M. Albanil Beltra	V0202797	11/15/24		130.00		130.00
								130.00		130.00

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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
E0027728	11/21/24	Outst	0001485	Citibank, N.A.	V0201784	10/09/24		298.40		298.40
					V0201889	10/10/24		146.22		146.22
					V0201987	10/17/24		269.71		269.71
					V0201998	10/18/24		251.04		251.04
					V0201999	10/18/24		252.39		252.39
					V0202154	10/23/24		485.00		485.00
					V0202169	10/24/24		251.24		251.24
					V0202177	10/25/24		251.15		251.15
					V0202179	10/25/24		341.54		341.54
					V0202185	10/25/24		144.14		144.14
					V0202186	10/25/24		84.27		84.27
					V0202203	10/29/24		72.56		72.56
					V0202211	10/29/24		135.74		135.74
					V0202386	10/30/24		64.78		64.78
					V0202428	11/01/24		211.08		211.08
					V0202443	11/02/24		456.25		456.25
					V0202498	11/04/24		272.53		272.53
					V0202522	11/06/24		93.56		93.56
					V0202534	11/06/24		68.16		68.16
					V0202913	11/21/24		46.80-		-46.80
								4,102.96		4,102.96
E0027752	11/21/24	Outst	0225313	Corporate Payment System	V0202881	11/20/24		15,434.03		15,434.03
								15,434.03		15,434.03
E0027756	11/26/24	Outst	0000931	Mr. Juan M. Franco	V0202935	11/22/24		102.93		102.93
								102.93		102.93
E0027757	11/26/24	Outst	0187216	Mr. Neil J. Moss	V0202892	11/20/24		80.00		80.00
								80.00		80.00
E0027758	11/26/24	Outst	0061069	Hector L. Munoz	V0202887	11/20/24		100.00		100.00
								100.00		100.00
E0027759	11/26/24	Outst	0000928	Mr. James P. O'Connell,	V0202890	11/20/24		40.00		40.00
								40.00		40.00
E0027760	11/26/24	Outst	0201801	Michael R. Traversa	V0202889	11/20/24		110.00		110.00
								110.00		110.00
E0027761	11/26/24	Outst	0158266	Mr. Christopher J. Wido	V0202886	11/20/24		90.00		90.00
								90.00		90.00

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E0027762	11/26/24	Outst	0207766	Massachusetts Mutual Lif	V0202929	11/22/24		1,206.24		1,206.24
								1,206.24		1,206.24
E0027763	11/26/24	Outst	0001422	CCCTU-Cope Fund	V0203077	11/27/24		178.00		178.00
								178.00		178.00
E0027764	11/26/24	Outst	0001374	College & University Cre	V0203079	11/27/24		200.00		200.00
								200.00		200.00
E0027765	11/26/24	Outst	0160763	Illinois Education Assoc	V0203081	11/27/24		279.62		279.62
								279.62		279.62
E0027766	11/26/24	Outst	0191845	Metropolitan Alliance of	V0203082	11/27/24		80.50		80.50
								80.50		80.50
E0027767	11/26/24	Outst	0163075	Morton College Foundatio	V0203083	11/27/24		66.17		66.17
								66.17		66.17
E0027768	11/26/24	Outst	0001372	Morton College Teachers	V0203084	11/27/24		3,080.87		3,080.87
					V0203085	11/27/24		1,798.79		1,798.79
								4,879.66		4,879.66
E0027769	11/26/24	Outst	0209135	Omni Financial Group, In	V0203086	11/27/24		11,284.71		11,284.71
								11,284.71		11,284.71
E0027770	11/26/24	Outst	0001513	SEIU Local 73 Cope	V0203087	11/27/24		29.00		29.00
								29.00		29.00
E0027771	11/26/24	Outst	0001373	Service Employees Intl U	V0203088	11/27/24		263.00		263.00
								263.00		263.00
E0027772	11/26/24	Outst	0001161	State Univ Retirement Sy	V0203091	11/27/24		81,218.06		81,218.06
								81,218.06		81,218.06
E0027773	11/27/24	Outst	0182919	Mr. Ryan Denson	V0202977	11/25/24	B0005928	2,887.50		2,887.50
								2,887.50		2,887.50
E0027774	11/27/24	Outst	0013221	4IMPRINT	V0203043	11/26/24	P0016494	678.28		678.28

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					V0203044	11/26/24	P0016499	209.34		209.34
					V0203045	11/26/24	P0016467	230.74		230.74
								1,118.36		1,118.36
E0027775	11/27/24	Outst	0001466	5 Star Interpreting	V0203046	11/26/24	P0016543	640.00		640.00
					V0203047	11/26/24	P0016554	480.00		480.00
								1,120.00		1,120.00
E0027776	11/27/24	Outst	0171475	ABC Automotive Electroni	V0202949	11/25/24	B0006050	544.60		544.60
								544.60		544.60
E0027777	11/27/24	Outst	0188188	Amazon Capital Services	V0202950	11/25/24	B0006000	177.68		177.68
					V0202953	11/25/24	B0006015	59.98		59.98
					V0202954	11/25/24	B0006027	334.13		334.13
					V0202988	11/26/24	B0005952	152.59		152.59
					V0202989	11/26/24	B0005952	4.24-		-4.24
					V0202990	11/26/24	B0005952	31.60-		-31.60
					V0202991	11/26/24	B0005912	179.99		179.99
					V0202992	11/26/24	B0006047	11.08		11.08
					V0202993	11/26/24	B0005993	88.03		88.03
					V0202994	11/26/24	B0006051	27.49		27.49
					V0202995	11/26/24	B0006058	81.92		81.92
					V0202996	11/26/24	B0006060	47.24		47.24
					V0202998	11/26/24	B0005952	110.76		110.76
					V0202999	11/26/24	B0006047	78.38		78.38
					V0203000	11/26/24	B0006058	16.59		16.59
					V0203048	11/26/24	P0016571	60.57		60.57
					V0203049	11/26/24	P0016573	500.75		500.75
					V0203050	11/26/24	P0016572	95.32		95.32
					V0203051	11/26/24	P0016569	64.90		64.90
					V0203052	11/26/24	P0016555	651.54		651.54
					V0203053	11/26/24	P0016556	384.36		384.36
					V0203054	11/26/24	P0016558	23.74		23.74
					V0203055	11/26/24	P0016559	119.90		119.90
					V0203056	11/26/24	P0016550	61.63		61.63
					V0203057	11/26/24	P0016551	288.94		288.94
					V0203058	11/26/24	P0016547	254.64		254.64
					V0203059	11/26/24	P0016540	207.48		207.48
					V0203060	11/26/24	P0016531	342.34		342.34
					V0203061	11/26/24	P0016472	284.68		284.68
					V0203062	11/26/24		34.58-		-34.58
					V0203063	11/26/24		94.38-		-94.38
					V0203064	11/26/24		314.60-		-314.60
					V0203066	11/26/24		314.60-		-314.60
					V0203067	11/26/24		314.60-		-314.60
					V0203068	11/26/24		314.60-		-314.60
					V0203069	11/26/24		220.22-		-220.22

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								3,063.23		3,063.23
E0027778	11/27/24	Outst	0221066	Amzec, Llc	V0202955	11/25/24	B0005926	4,500.00		4,500.00
					V0202956	11/25/24	B0005926	3,600.00		3,600.00
								8,100.00		8,100.00
E0027779	11/27/24	Outst	0002154	Apperson	V0203071	11/26/24	P0016537	435.31		435.31
								435.31		435.31
E0027780	11/27/24	Outst	0001490	Arc One Electric	V0202753	11/14/24		1,089.56		1,089.56
								1,089.56		1,089.56
E0027781	11/27/24	Outst	0219175	Awards Network	V0202959	11/25/24	B0006056	100.00		100.00
					V0202960	11/25/24	B0006056	400.00		400.00
								500.00		500.00
E0027782	11/27/24	Outst	0000998	Carolina Biological Supp	V0203074	11/26/24	P0016517	229.08		229.08
					V0203075	11/26/24	P0016517	1,005.00		1,005.00
								1,234.08		1,234.08
E0027783	11/27/24	Outst	0198009	Comevo	V0202521	11/06/24		6,750.00		6,750.00
								6,750.00		6,750.00
E0027784	11/27/24	Outst	0209459	Cornerstone Government A	V0202971	11/25/24	B0005918	14,000.00		14,000.00
								14,000.00		14,000.00
E0027785	11/27/24	Outst	0212349	Del's Moving Inc	V0202694	11/13/24		950.00		950.00
								950.00		950.00
E0027786	11/27/24	Outst	0001333	Direct Fitness Solutions	V0202905	11/21/24		175.00		175.00
								175.00		175.00
E0027787	11/27/24	Outst	0209578	DisposAll Waste Services	V0202978	11/25/24	B0005900	533.25		533.25
					V0202979	11/25/24	B0005900	487.89		487.89
								1,021.14		1,021.14
E0027788	11/27/24	Outst	0001508	EBSCO	V0202696	11/13/24		138.69		138.69
								138.69		138.69

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E0027789	11/27/24	Outst	0002185	Ellucian Inc.	V0202743	11/14/24		2,632.00		2,632.00
								2,632.00		2,632.00
E0027790	11/27/24	Outst	0218528	ezCater, Inc	V0203092	11/26/24	P0016516	426.66		426.66
					V0203093	11/26/24	P0016516	636.48		636.48
								1,063.14		1,063.14
E0027791	11/27/24	Outst	0219326	Ferrilli	V0202947	11/25/24		1,068.75		1,068.75
					V0202948	11/25/24		225.00		225.00
					V0203003	11/26/24	B0005924	4,200.00		4,200.00
								5,493.75		5,493.75
E0027792	11/27/24	Outst	0196370	Follett Higher Education	V0202597	11/12/24		438.75		438.75
								438.75		438.75
E0027793	11/27/24	Outst	0183673	Forvis, LLP	V0203004	11/26/24	B0005905	27,750.00		27,750.00
								27,750.00		27,750.00
E0027794	11/27/24	Outst	0205565	Game One	V0203097	11/26/24	P0016463	1,719.32		1,719.32
								1,719.32		1,719.32
E0027795	11/27/24	Outst	0002233	Konica Minolta Premier F	V0203008	11/26/24	B0005941	332.61		332.61
					V0203009	11/26/24	B0005941	193.47		193.47
					V0203010	11/26/24	B0005941	654.91		654.91
					V0203011	11/26/24	B0005941	4,665.75		4,665.75
								5,846.74		5,846.74
E0027796	11/27/24	Outst	0209013	LabStrong Corp	V0203101	11/26/24	P0016574	1,720.70		1,720.70
								1,720.70		1,720.70
E0027797	11/27/24	Outst	0001339	Minuteman Press of Lyons	V0202783	11/15/24		246.53		246.53
								246.53		246.53
E0027798	11/27/24	Outst	0217543	NobleTec, LLC	V0203013	11/26/24	B0005906	7,056.00		7,056.00
								7,056.00		7,056.00
E0027799	11/27/24	Outst	0196722	Sense Media LLC	V0203102	11/26/24	P0016568	2,145.00		2,145.00
								2,145.00		2,145.00

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
E0027800	11/27/24	Outst	0208071	Signature Transportation	V0203103	11/26/24	P0016539	887.00		887.00
								887.00		887.00
E0027801	11/27/24	Outst	0157227	Staples Advantage	V0203014	11/26/24	B0006057	88.02		88.02
					V0203017	11/26/24	B0006059	53.52		53.52
					V0203021	11/26/24	B0006059	104.05		104.05
					V0203023	11/26/24	B0006057	54.91		54.91
					V0203104	11/26/24	P0016549	286.20		286.20
								586.70		586.70
E0027802	11/27/24	Outst	0002889	Suburban Door Check & Lo	V0203025	11/26/24	B0006053	262.00		262.00
								262.00		262.00
E0027803	11/27/24	Outst	0214009	TraceSecurity, LLC	V0203035	11/26/24	B0006065	2,887.50-		-2,887.50
					V0203036	11/26/24	B0006065	5,775.00		5,775.00
								2,887.50		2,887.50
E0027804	11/27/24	Outst	0164582	TruTech Tools, LTD.	V0203105	11/26/24	P0016546	40.00		40.00
					V0203106	11/26/24	P0016546	695.46		695.46
					V0203108	11/26/24	P0016566	386.93		386.93
								1,122.39		1,122.39
E0027805	11/27/24	Outst	0001824	Waukegan Roofing Co., In	V0203037	11/26/24	B0005885	2,271.05		2,271.05
								2,271.05		2,271.05
E0027806	11/27/24	Outst	0001406	Wex Bank	V0203038	11/26/24	B0005920	1,409.26		1,409.26
								1,409.26		1,409.26
E0027807	11/27/24	Outst	0177607	YBP Library Services	V0203039	11/26/24	B0005991	103.84		103.84
					V0203040	11/26/24	B0005991	8.99		8.99
					V0203041	11/26/24	B0005991	17.19		17.19
					V0203042	11/26/24	B0005991	46.97		46.97
								176.99		176.99
								1,159,551.55		1,159,551.55

Bank Code	Account Number	Description	Debit	Credit
-----	-----	-----	-----	-----
01 General Checking	01-0000-00000-230000000	General : Accounts Payable	1,159,551.55	0.00
	01-0000-00000-110000000	General : Cash	0.00	1,159,551.55
			-----	-----
			1,159,551.55	1,159,551.55

**Morton College
Over 10K Report
November 2024**

Vendor Name	Check Date	Check Number	Board Approved Date	Amount	Item Description Line 1
All Pro Truck Driving School LLC	11/15/2024	E0027672	4/24/2024	\$10,200.00	instructional services
ComEd	11/4/2024	0121071	8/28/2024	\$535.89	Electricity
ComEd	11/27/2024	0121284	8/28/2024	\$43,533.16	Electricity
Cornerstone Government Affairs, Inc.	11/27/2024	E0027784	3/27/2024	\$14,000.00	Consulting Services
Corporate Payment Systems	11/21/2024	E0027752	EXEMPT	\$15,434.03	Athletic Dept expenses meal money through 11/6
Del Galdo Law Group, LLC	11/27/2024	0121286	8/28/2024	\$28,928.00	Attorney Services
Ferrilli	11/15/2024	E0027688	5/22/2024	\$10,687.50	Colleague FA setup
Ferrilli	11/27/2024	E0027791	5/22/2024	\$5,493.75	Colleague FA setup
Follett Higher Education Group, LLC	11/15/2024	E0027689	8/26/2020	\$221,384.39	IA Fall 2024
Follett Higher Education Group, LLC	11/27/2024	E0027792	8/26/2020	\$438.75	Intro to speechmaking
Forvis, LLP	11/27/2024	E0027793	5/22/2024	\$27,750.00	Audit Services FY24
Freepoint Energy Solutions, LLC.	11/15/2024	E0027691	8/28/2024	\$27,426.82	Energy Charge
Game One	11/15/2024	E0027692	6/24/2024	\$9,792.80	Practice Gear
Game One	11/27/2024	E0027794	6/24/2024	\$1,719.32	outreach gear
Lo Destro Construction Company	11/15/2024	E0027716	1/24/2024	\$50,813.47	Bio Lab Ren Final Pay App
Ms. Carla J. Fortuna	11/8/2024	0121085	10/30/2024	\$50,094.30	Settlement
Old National Bank	11/20/2024	E0027717	8/28/2024	\$14,076.01	Chair rental
Omni Financial Group, Inc.	11/15/2024	E0027665	4/28/2021	\$11,352.56	Payroll Deductions
Omni Financial Group, Inc.	11/26/2024	E0027769	4/28/2021	\$11,284.71	Payroll Deductions
Paragon Micro Inc	11/15/2024	E0027703	9/30/2024	\$98,647.66	Barracuda License
Reed Construction	11/15/2024	E0027705	10/30/2024	\$28,108.50	Settlement
State Univ Retirement Systems	11/15/2024	E0027668	EXEMPT	\$81,253.46	Payroll Deductions
State Univ Retirement Systems	11/22/2024	0121215	EXEMPT	\$9,732.03	Earning exceeding Gov Sal
State Univ Retirement Systems	11/26/2024	E0027772	EXEMPT	\$81,218.06	Payroll Deductions
Watermark Insights, LLC	11/27/2024	0121302	EXEMPT	\$13,340.25	Watermark Curriculum

\$ 867,245.42

Joanna M Martin

From: Mireya Perez
Sent: Thursday, December 5, 2024 1:57 PM
To: Board Materials
Subject: Board action - Monthly Budget Report for Month End November 2024
Attachments: MC- NOVEMBER 2024 MONTHLY BUDGET REPORT.pdf

Proposed Action: THAT THE MONTHLY BUDGET REPORT FOR FISCAL YEAR TO DATE ENDING NOVEMBER 2024 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
www.morton.edu

Morton Community College
FY25 Budget Report
Month Ending November 30, 2024



**Morton Community College
Budget Report Summary
November 30, 2024**

42%

<u>Funds</u>	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>Education Fund</u>				
Revenue	\$ 15,432,236	\$ 31,513,199	49.0%	\$ 16,080,963
Expenditures	(11,454,119)	(31,538,199)	36.3%	(20,084,080)
Net	\$ 3,978,117	\$ (25,000)		\$ (4,003,117)
<u>Operations & Maintenance Fund</u>				
Revenue	\$ 1,590,558	\$ 3,536,119	45.0%	\$ 1,945,561
Expenditures	(1,239,416)	(3,536,119)	35.1%	(2,296,703)
Net	\$ 351,142	\$ -		\$ (351,142)
<u>Restricted Purpose Fund</u>				
Revenue	\$ 4,528,976	\$ 23,325,400	19.4%	\$ 18,796,424
Expenditures	(4,687,857)	(23,325,400)	20.1%	(18,637,543)
Net	\$ (158,881)	\$ -		\$ 158,881
<u>Audit Fund</u>				
Revenue	\$ 35,206	\$ 98,576	35.7%	\$ 63,370
Expenditures	(91,150)	(105,600)	86.3%	(14,450)
Net	\$ (55,944)	\$ (7,024)		\$ 48,920
<u>Liability, Protection & Settlement Fund</u>				
Revenue	\$ 400,706	\$ 934,400	42.9%	\$ 533,694
Expenditures	(388,396)	(934,400)	41.6%	(546,004)
Net	\$ 12,310	\$ -		\$ (12,310)
<u>General Bond Obligation Fund</u>				
Revenue	\$ 411,763	\$ 660,484	62.3%	\$ 248,721
Expenditures	-	(644,450)	0.0%	(644,450)
Net	\$ 411,763	\$ 16,034		\$ (395,729)
<u>Operations & Maintenance (Restricted) Fund</u>				
Revenue	\$ 40,506	\$ 4,495,924	0.9%	\$ 4,455,418
Expenditures	(318,223)	(5,445,924)	5.8%	(5,127,701)
Net	\$ (277,717)	\$ (950,000)		\$ (672,283)
<u>All Funds</u>				
Revenue	\$ 22,439,951	\$ 64,564,102	34.8%	\$ 42,124,151
Expenditures	(18,179,161)	(65,530,092)	27.7%	\$ (47,350,931)
Net	\$ 4,260,790	\$ (965,990)		\$ (5,226,780)

EDUCATION FUND REVENUE
November 30, 2024

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 3,570,905	\$ 8,563,745	41.7%	\$ 4,992,840
Total Local Government	\$ 3,570,905	\$ 8,563,745		\$ 4,992,840
CORPORATE PERSONAL PROPERTY TAXES	\$ 368,407	\$ 2,010,563	18.3%	\$ 1,642,156
SURS HEALTH - ON BEHALF PAYMENTS	\$ -	\$ -	0.0%	\$ -
STATE GOVERNMENT				
ICCB credit hour grants	\$ 1,189,770	\$ 2,710,211	43.9%	\$ 1,520,441
ICCB equalization grants	844,160	4,051,970	20.8%	3,207,810
CTE formula grant	124,113	225,000	55.2%	100,887
Total State Government	\$ 2,158,043	\$ 6,987,181		\$ 4,829,138
STUDENT TUITION AND FEES				
Tuition	\$ 7,291,908	\$ 10,915,000	66.8%	\$ 3,623,092
Fees	1,408,621	1,914,660	73.6%	506,039
Total Tuition and Fees	\$ 8,700,529	\$ 12,829,660		\$ 4,129,131
MISCELLANEOUS				
Sales and service fees	\$ 20,297	\$ 220,550	9.2%	\$ 200,253
Investment revenue	614,054	900,000	68.2%	285,946
Nongovernmental gifts & scholarships	-	1,500	0.0%	1,500
Total Other Sources	\$ 634,351	\$ 1,122,050		\$ 487,699
Total Revenue	<u>\$ 15,432,235</u>	<u>\$ 31,513,199</u>	<u>49.0%</u>	\$ 16,080,964
Transfers in	\$ -	\$ -	0.0%	\$ -
Total Revenue and Transfers in	<u>\$ 15,432,235</u>	<u>\$ 31,513,199</u>	49.0%	<u>\$ 16,080,964</u>

EDUCATION FUND EXPENDITURES

November 30, 2024

	Actual	Budget	%	Budget Remaining
EXPENDITURES				
By Program:				
Instruction				
Salaries	\$ 3,502,748	\$ 9,241,925	37.9%	\$ 5,739,177
Employee benefits	527,455	1,130,130	46.7%	602,675
Contractual services	155,459	453,550	34.3%	298,091
Material and supplies	215,826	948,736	22.7%	732,910
Conferences and meetings	15,028	90,200	16.7%	75,172
Total Instruction	<u>4,416,516</u>	<u>11,864,541</u>	<u>37.2%</u>	<u>7,448,025</u>
Academic Support				
Salaries	491,891	1,404,376	35.0%	912,485
Employee benefits	93,394	245,492	38.0%	152,098
Contractual services	228,926	391,000	58.5%	162,074
Material and supplies	128,007	363,700	35.2%	235,693
Conferences and meetings	16,636	52,850	31.5%	36,214
Fixed charges	59,499	115,000	51.7%	55,501
Total Academic Support	<u>1,018,353</u>	<u>2,572,418</u>	<u>39.6%</u>	<u>1,554,065</u>
Student Services				
Salaries	894,657	2,580,251	34.7%	1,685,594
Employee benefits	197,657	445,294	44.4%	247,637
Contractual services	115,499	436,000	26.5%	320,501
Material and supplies	30,121	287,825	10.5%	257,704
Conferences and meetings	40,423	206,100	19.6%	165,677
Fixed charges	-	26,500	0.0%	26,500
Total Student Services	<u>1,278,357</u>	<u>3,981,970</u>	<u>32.1%</u>	<u>2,703,613</u>
Public Service/Continuing Education				
Salaries	149,803	300,903	49.8%	151,100
Employee benefits	17,843	33,263	53.6%	15,420
Contractual services	65,815	140,000	47.0%	74,185
Material and supplies	3,293	29,200	11.3%	25,907
Conferences and meetings	3,648	17,850	20.4%	14,202
Other tuition/fee waiver	2,419	10,500	23.0%	8,081
Total Public Service/Continuing Education	<u>242,821</u>	<u>531,716</u>	<u>45.7%</u>	<u>288,895</u>
Auxiliary Services				
Salaries	123,779	227,000	54.5%	103,221
Employee benefits	28,349	44,950	63.1%	16,601
Contractual services	257,913	580,000	44.5%	322,087
Material and supplies	135,443	206,000	65.7%	70,557
Conferences and meetings	84,340	314,000	26.9%	229,660
Fixed charges	4,488	60,000	7.5%	55,512
Total Auxiliary Services	<u>634,312</u>	<u>1,431,950</u>	<u>44.3%</u>	<u>797,638</u>

EDUCATION FUND EXPENDITURES
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
EXPENDITURES				
Institutional Support				
Salaries	\$ 813,870	\$ 2,489,619	32.7%	\$ 1,675,749
Employee benefits	244,855	629,435	38.9%	384,580
Contractual services	1,066,238	1,912,500	55.8%	846,262
Material and supplies	127,464	620,550	20.5%	493,086
Conferences and meetings	101,927	292,000	34.9%	190,073
Fixed charges	-	1,500	0.0%	1,500
Other	44,971	185,000	24.3%	140,029
Total Institutional Support	<u>2,399,325</u>	<u>6,130,604</u>	<u>39.1%</u>	<u>3,731,279</u>
Scholarships, Student Grants & Waivers				
Student grants and scholarships	<u>1,464,437</u>	<u>2,000,000</u>	<u>73.2%</u>	<u>535,563</u>
Total Scholarships, Student Grants & Waivers	<u>1,464,437</u>	<u>2,000,000</u>	<u>73.2%</u>	<u>535,563</u>
Contingencies	-	900,000	0.0%	900,000
Total Expenditures	<u>\$ 11,454,121</u>	<u>\$ 29,413,199</u>	<u>38.9%</u>	<u>\$ 17,959,078</u>
Transfers out	-	2,125,000	0.0%	2,125,000
Total Expenditures and Transfers out	<u>\$11,454,121</u>	<u>\$ 31,538,199</u>	<u>36.3%</u>	<u>\$ 20,084,078</u>

OPERATION & MAINTENANCE FUND REVENUE AND EXPENDITURES
November 30, 2024

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 706,079	\$ 1,674,119	42.2%	\$ 968,040
CORPORATE PERSONAL PROPERTY TAXES	40,144	1,040,000	3.9%	999,856
STATE GOVERNMENT				
ICCB equalization grants	844,160	791,000	106.7%	(53,160)
MISCELLANEOUS				
Sales and service fees	175	5,000	3.5%	4,825
Facilities	-	16,000	0.0%	16,000
Investment revenue	-	10,000	0.0%	10,000
Total Miscellaneous	175	31,000	0.6%	30,825
Transfers in	-	-	-	-
Total Revenue	\$ 1,590,558	\$ 2,745,119	57.9%	\$ 1,998,721
EXPENDITURES				
By Program:				
Operations and Maintenance of Plant				
Salaries	\$559,226	\$1,486,817	37.6%	\$927,591
Employee benefits	90,704	187,802	48.3%	97,098
Contractual services	235,673	707,000	33.3%	471,327
Material and supplies	52,460	215,000	24.4%	162,540
Conferences and meetings	-	6,500	0.0%	6,500
Utilities	301,353	863,000	34.9%	561,647
Capital outlay	-	60,000	0.0%	60,000
Other	-	10,000	0.0%	10,000
Total Operations and Maintenance of Plant	1,239,416	3,536,119	35.1%	2,296,703
Total Expenditures	\$ 1,239,416	\$ 3,536,119	35.1%	\$ 2,296,703

RESTRICTED PURPOSE FUND REVENUE
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
REVENUE				
STATE GOVERNMENT				
ICCB	582,580	\$1,628,760	35.8%	1,046,180
ISBE grant revenue- other	117,116	267,348	43.8%	150,232
Other Sources	147,500	9,190,986	1.6%	9,043,486
Total State Government	<u>847,196</u>	<u>11,087,094</u>	<u>7.6%</u>	<u>10,239,898</u>
FEDERAL GOVERNMENT				
ICCB	56,837	785,047	7.2%	728,210
Department of education	3,623,930	11,430,635	31.7%	7,806,705
Other	1,012	22,623	0.0%	21,611
Total Federal Government	<u>3,681,779</u>	<u>12,238,305</u>	<u>30.1%</u>	<u>7,828,316</u>
 Total Revenue	 <u>\$ 4,528,975</u>	 <u>\$ 23,325,399</u>	 <u>19.4%</u>	 <u>\$ 18,068,214</u>

RESTRICTED PURPOSE FUND EXPENDITURES
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>EXPENDITURES</u>				
By Program:				
Instruction				
Salaries	\$ 493,806	\$ 1,296,703	38.1%	\$ 802,897
Employee benefits	92,186	5,210,647	1.8%	5,118,461
Contractual services	39,037	94,484	41.3%	55,447
Material and supplies	40,879	369,490	11.1%	328,611
Conferences and meetings	16,486	37,328	44.2%	20,842
Student grants and scholarships	35,891	403,641	8.9%	367,750
Total Instruction	<u>718,285</u>	<u>7,412,293</u>	<u>9.7%</u>	<u>6,694,008</u>
Academic Support				
Salaries	3,750	53,524	0.0%	49,774
Employee benefits	344	600,000	0.0%	599,656
Other Contract Services		10,000	0.0%	10,000
Material and supplies	-	584	0.0%	584
Conferences and meetings	-	10,193	0.0%	10,193
Other Fixed Charges	-	944	0.0%	944
Total Academic Support	<u>4,094</u>	<u>675,245</u>	<u>0.6%</u>	<u>671,151</u>
Student Services				
Salaries	32,314	178,128	18.1%	145,814
Employee benefits	7,041	1,021,799	0.7%	1,014,758
Other Contract Services	24,159	272,255	8.9%	248,096
Material and supplies	11,944	586,024	2.0%	574,080
Conferences and meetings	7,279	60,586	12.0%	53,307
Fixed charges	-	100	0.0%	100
Total Student Services	<u>82,737</u>	<u>2,118,892</u>	<u>3.9%</u>	<u>2,036,155</u>
Public Service/Continuing Education				
Salaries	120,557	244,760	49.3%	124,203
Employee benefits	24,155	295,600	8.2%	271,445
Contractual services	2,381	8,150	29.2%	5,769
Material and supplies	15,538	33,338	46.6%	17,800
Conferences and meetings	2,541	15,500	16.4%	12,959
Student grants and scholarships	41,940	30,000	139.8%	-11,940
Total Public Service/Continuing Education	<u>207,112</u>	<u>627,348</u>	<u>33.0%</u>	<u>420,236</u>

RESTRICTED PURPOSE FUND REVENUE AND EXPENDITURES
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
Auxiliary Services				
Employee benefits	\$ -	\$ 125,000	0.0%	\$ 125,000
Total Auxiliary Services	<u>-</u>	<u>125,000</u>	<u>0.0%</u>	<u>125,000</u>
Operations and Maintenance of Plant				
Employee benefits	-	750,000	0.0%	750,000
Total Operation and Maintenance of Plant	<u>-</u>	<u>750,000</u>	<u>0.0%</u>	<u>750,000</u>
Institutional Support				
Employee benefits	-	1,300,000	0.0%	1,300,000
Materials and supplies	-	-	0.0%	-
Conferences and meetings	(1,415)	-	0.0%	1,415
Total Institutional Support	<u>(1,415)</u>	<u>1,300,000</u>	<u>-0.1%</u>	<u>1,301,415</u>
Scholarships, Student Grants & Waivers				
Salaries	57,657	139,370	41.4%	81,713
Student grants and scholarships	3,619,385	10,177,250	35.6%	6,557,865
<u>Total Scholarships, Student Grants & Waivers</u>	<u>3,677,042</u>	<u>10,316,620</u>	<u>35.6%</u>	<u>6,639,578</u>
<u>Total Expenditures</u>	<u>\$ 4,687,855</u>	<u>\$ 23,325,398</u>	<u>20.1%</u>	<u>\$ 18,637,543</u>

AUDIT FUND REVENUE AND EXPENDITURES
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 35,206	\$ 83,526	42.1%	\$ 48,320
<u>MISCELLANEOUS</u>				
Investment revenue	-	50	0.0%	50
<u>Total Revenue</u>	<u>\$ 35,206</u>	<u>\$ 83,576</u>	<u>42.1%</u>	<u>\$ 48,370</u>
 <u>Transfers in</u>	 -	 15,000	 0.0%	 15,000
<u>Total Revenue and Transfers in</u>	<u>\$ 35,206</u>	<u>\$ 98,576</u>	<u>35.7%</u>	<u>\$ 63,370</u>
 <u>EXPENDITURES</u>				
By Program:				
<u>Institutional Support</u>				
Contractual services	91,150	105,600	86.3%	14,450
<u>Total Expenditures</u>	<u>\$ 91,150</u>	<u>\$ 105,600</u>	<u>86.3%</u>	<u>\$ 14,450</u>

LIABILITY, PROTECTION & SETTLEMENT FUND REVENUE AND EXPENDITURES
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
<u>LOCAL GOVERNMENT</u>				
Property taxes	\$ 400,706	\$ 934,300	42.9%	\$ 533,594
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	\$ 400,706	\$ 934,400	42.9%	\$ 533,694
<u>EXPENDITURES</u>				
<u>By Program:</u>				
Instruction				
Employee benefits	-	150,000	0.0%	150,000
Academic Support				
Employee benefits	-	16,900	0.0%	16,900
Student Services				
Employee benefits	-	35,500	0.0%	35,500
Public Service/Continuing Education				
Employee benefits	-	8,500	0.0%	8,500
Auxiliary Services				
Employee benefits	-	6,000	0.0%	6,000
Operations and Maintenance of Plant				
Employee benefits	-	20,500	0.0%	20,500
Institutional Support				
Employee benefits	-	70,000	0.0%	70,000
Contractual services	136,480	210,000	65.0%	73,520
Other Fixed Charges	251,916	417,000	60.4%	165,084
Total Institutional Support	388,396	697,000	55.7%	308,604
Total Expenditures	\$ 388,396	\$ 934,400	41.6%	\$ 546,004

GENERAL BOND OBLIGATION FUND REVENUE AND EXPENDITURES
November 30, 2024

	Actual	Budget	%	Budget Remaining
REVENUE				
LOCAL GOVERNMENT				
Property taxes	\$ 411,763	\$ 660,384	62.4%	\$ 248,621
MISCELLANEOUS				
Investment revenue	-	100	0.0%	100
Total Revenue	411,763	660,484	62.3%	248,721
EXPENDITURES				
By Program:				
Institutional Support				
Fixed charges	-	644,450	0.0%	644,450
TRANSFERS OUT	-	-	0.0%	-
Total Expenditures	\$ -	\$ 644,450	0.0%	\$ 644,450

OPERATIONS & MAINTENANCE (RESTRICTED) FUND REVENUE AND EXPENDITURES
November 30, 2024

	<u>Actual</u>	<u>Budget</u>	<u>%</u>	<u>Budget Remaining</u>
<u>REVENUE</u>				
STATE GOVERNMENT				
Capital Development Board	-	2,385,924	0.0%	2,385,924
Total	-	2,385,924	0.0%	2,385,924
OTHER SOURCES				
Bonds		-	0.0%	-
Investment Interest	40,506	-	0.0%	(40,506)
Total	40,506	-	0.0%	(40,506)
TRANSFERS IN	\$ -	\$ 2,110,000	0.0%	\$ 2,110,000
<u>Total Revenue and Transfers in</u>	<u>\$ 40,506</u>	<u>\$ 4,495,924</u>	<u>0.9%</u>	<u>\$ 4,455,418</u>
<u>EXPENDITURES</u>				
By Program:				
Operations and Maintenance of Plant				
Contractual services	-	260,000	0.0%	260,000
Capital outlay	318,223	5,185,924	6.1%	4,867,701
Total Operation and Maintenance of Plant	318,223	5,445,924	5.8%	5,127,701
Total Expenditures	<u>\$ 318,223</u>	<u>\$ 5,445,924</u>	<u>5.8%</u>	<u>\$ 5,127,701</u>

Joanna M Martin

From: Joanna M Martin
Sent: Thursday, December 5, 2024 9:41 AM
To: Board Materials
Subject: FW: Action Item 8.3 for 12/11/2024 Board Meeting
Attachments: TR 11.30.24.pdf

From: Mireya Perez <mireya.perez@morton.edu>
Sent: Wednesday, December 4, 2024 4:30 PM
To: Joanna M Martin <joanna.martin@morton.edu>
Subject: FW: Action Item 8.3 for 12/11/2024 Board Meeting

Thank you,



Mireya Perez
Chief Financial Officer/Treasurer
P: (708) 656-8000, Ext. 2289
E: mireya.perez@morton.edu
www.morton.edu

From: Suzanna Raigoza <Suzanna.Raigoza@morton.edu>
Sent: Wednesday, December 4, 2024 2:19 PM
To: Mireya Perez <mireya.perez@morton.edu>
Subject: Action Item 8.3 for 12/11/2024 Board Meeting

Proposed Action: THAT THE MONTHLY TREASURER'S REPORTS FOR NOVEMBER 2024 BE RECEIVED AND FILED FOR AUDIT AS SUBMITTED.

Rationale: [Required by Board Policy 1.6.7]

Attachments: Treasurer's Reports



Suzanna Raigoza
Senior Accountant
P: (708) 656-8000, Ext. 2305
E: Suzanna.Raigoza@morton.edu
www.morton.edu

Morton College Treasurer's Report

Month Ending: November 2024

<i>Institution</i>	<i>Purchased</i>	<i>Principal</i>	<i>Rate</i>	<i>Type</i>	<i>Maturity</i>
The Illinois Funds, Springfield	1-May-06	\$11,956,636.57	4.797%	TIF Prime Fund	30-Nov-24
	Sum	<u>\$11,956,636.57</u>			
Grand Total		\$ 11,956,636.57			



MORTON COLLEGE

DISTRICT 527

Calendar of Regular Board Meetings

January through December 2025

January 22, 2025 at 10:00 a.m.

February 2025 - Board Retreat, TBD

February 26, 2025 at 10:00 a.m.

March 26, 2025 at 10:00 a.m.

April 23, 2025 at 10:00 a.m.

May 28, 2025 at 10:00 a.m.

June 25, 2025 at 10:00 a.m.

August 27, 2025 at 10:00 a.m.

September 24, 2025 at 10:00 a.m.

October 22, 2025 at 10:00 a.m.

November 19, 2025 at 10:00 a.m.

November 2025 - Board Retreat, TBD

December 10, 2025 at 10:00 a.m.

Centennial Room

MORTON COLLEGE BOARD OF TRUSTEES

REQUEST FOR BOARD ACTION

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 committee review, we are recommending the approval of:

1. PHT 105- Updated SLOs
2. PHT 111- Updated SLOs
3. PHT 112- Updated SLOs

COST ANALYSIS: N/A

ATTACHMENTS: Disposition Sheet – September 3, 2024

Item #	Agenda Item	Action Necessary	Approved as Presented	Details or Approved w/Modifications	Vetoed	Tabled	Effective Date
1	PHT 105		X	SLO Updates			Fall 2025
2	PHT 111		X	SLO Updates			Fall 2025
3	PHT 112		X	SLO Updates			Fall 2025



Agenda for Tuesday November 12, 2024

The curriculum committee will hold its monthly meeting on **Tuesday November 12th at 3:30pm** in room 324B

For proposals on Watermark, go to <https://iq3.smartcatalogiq.com/Catalogs/Morton-College/Login> Please contact the Associate Dean of Academic Services or Scheduling Coordinator for login credentials.

The agenda is as follows:

I. Arts & Sciences

II. Adult Education, Community Programming and Outreach

III. Career & Technical Education

IV. Health Sciences

PHT 105 – Updated SLO's

PHT 111 – Updated SLO's

PHT 112 – Updated SLO's

Vote: Gourlay, Balek- APPROVED

V. Reports to Curriculum Committee

VI. Approval of Minutes and Disposition Sheet

VII. Miscellaneous

The following are invited to attend: Laurie Cashman, Carolina Castillo, Jamar Orr, Diana Salgado, Amy Kinney, Cara Bonick, Sheldon Walcher

	Curriculum Committee Disposition Sheet				Meeting Date:	November 12, 2024			
	Item#	Agenda Item	Action Necessary	Approved as Presented	Details or Approved w/Modification	Vetoed	Tabled	Effective Date	
	1	PHT 105	Updated SLOs	x					
	2	PHT 111	Updated SLOs	x					
	3	PHT 112	Updated SLOs	x					
	4								
	5								
	6								
	7								
	8								
	9								
	10								
	11								
	12								
	13								
	14								
	15								
	16								
	17								
	18								
	19								
	20								

DATE: 12-5-24

PROPOSED ACTION: For the board to approve NIR Roof Care to replace roof in “D” Building

RATIONALE: Emergency Roof Replacement “D” Building

COST ANALYSIS: \$144,220.00

ATTACHMENT: See Attached Quotes

Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

Proposal Authorization

This agreement made this day of November 26, 2024 by and between NIR Roof Care. hereinafter called the Contractor and Morton College hereinafter called the Customer to perform the roofing work per attached scope of work as follows:

Customer:

Morton College
D Roof
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

Contract Price: Select Below

Cost of Roof Replacement
with Semi-Annual Service Visits
Investment

\$144,220.00

PAYMENT TERMS:

50% DOWN PAYMENT- 40% UPON 50% JOB COMPLETION - 10% UPON COMPLETION OF JOB

NIR Roof Care® hold the rights to suspend the job in the event of nonpayment in accordance to payment terms agreed upon.

Due to high volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted, executed, and when a down payment is received within 30 days of the date of this proposal.

IN WITNESS THEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.
AUTHORIZATION:

Aaron Rutkowski - Vice President

Date

Morton College Representative

Printed Name

Date

Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



VENDOR PAYMENTS

NIR Roof Care will be implementing
ACH payments.

11317 Smith Drive
Huntley, IL 60142
847.669.3444
accounting@nir.com

www.nir.com

We would like to encourage all customers to take advantage of this method of payment in place of sending NIR paper checks.

NIR Roof Care, Inc would like to begin requesting electronic payments. Below is NIR's ACH information.

<i>Bank Information</i>	
Company Name:	NIR Roof Care, Inc
Bank Name:	PNC Bank / Joint UPIC Account
Bank Address:	791 S Randall Road
Bank City, State, Zip:	Algonquin, IL 60102
ABA/ Routing Number (9 digits)	021052053
Account Number:	84255930
Send Remittance to:	accounting@nir.com

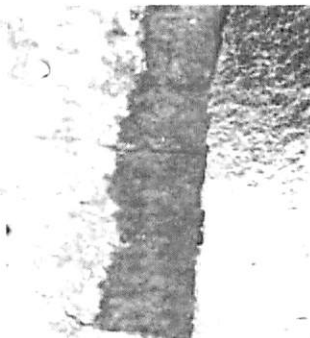
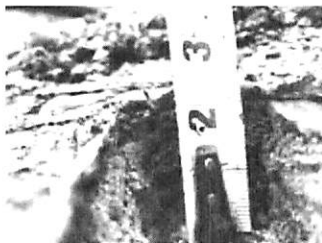
Thank you for your cooperation.

Sincerely,

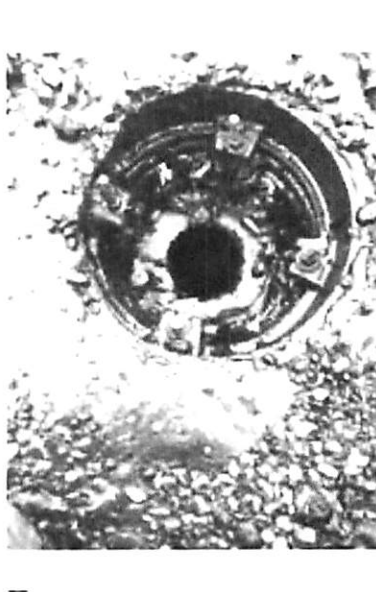
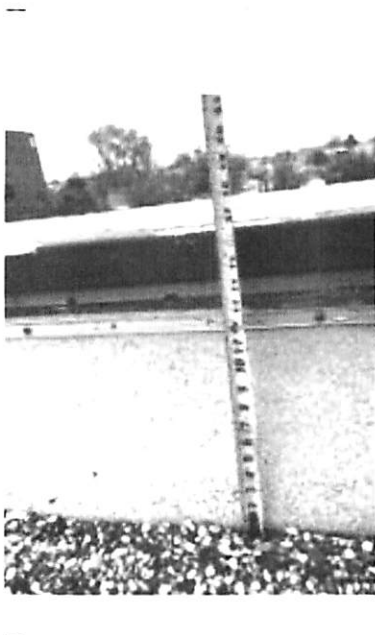
A handwritten signature in black ink, appearing to read 'Timothy K Lynn', is written over a large, faint, oval-shaped watermark or background graphic.

Timothy K Lynn
Owner, President & CEO
NIR Roof Care, Inc.

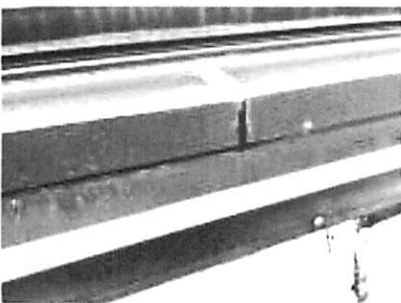
Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



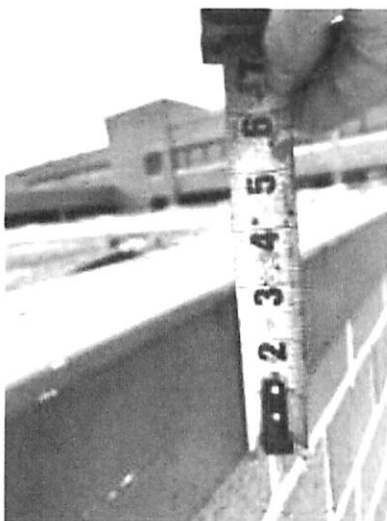
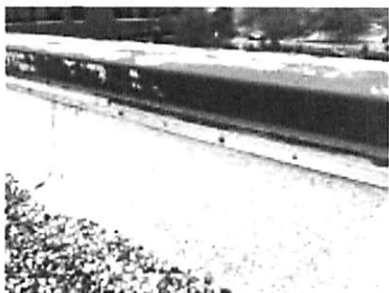
Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



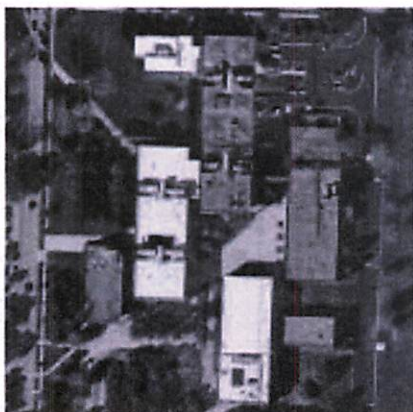
Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



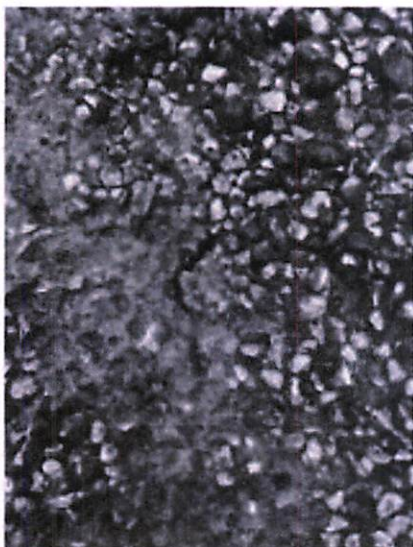
Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



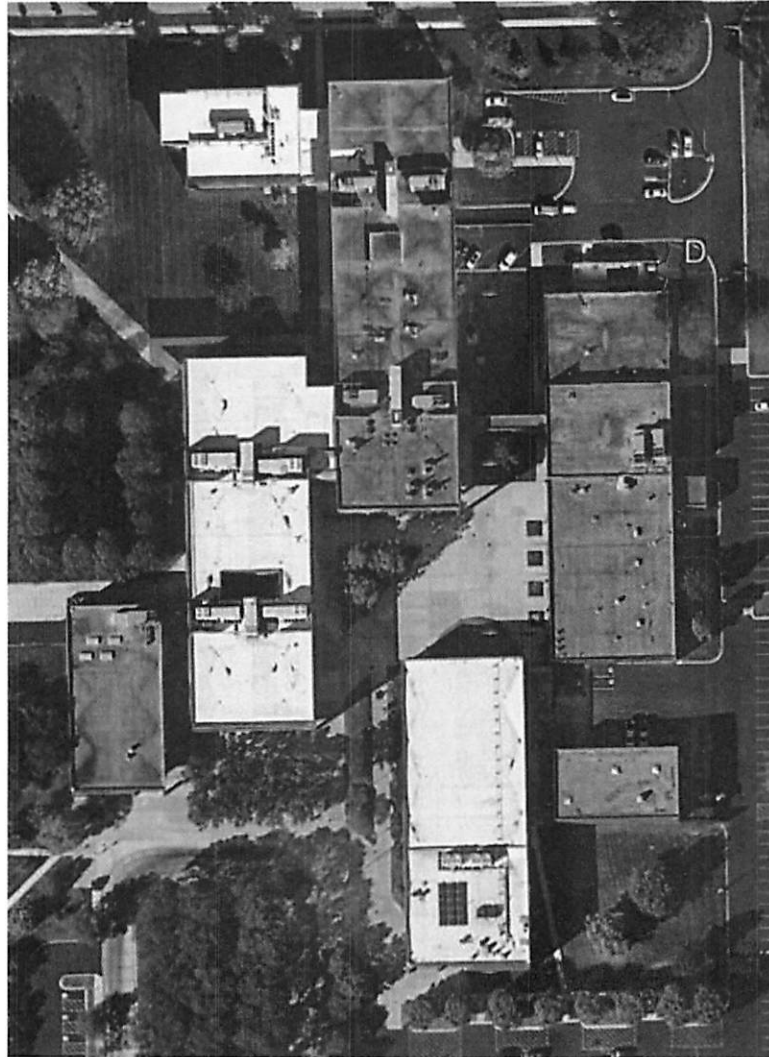
Roof Inspection Photos:



Roof to be replaced



Roof Replacement Proposal For: Morton College



Presented to: Building D - 3801 S. Central Ave Cicero, IL 60804

NIR Roof Care Roof Options Presented by:

Thomas Petska, Project Manager
Aaron Rutkowski, Vice President

1-800-221-ROOF
1(800).221.7663

NIR Headquarters
11317 Smith Drive
Huntley, IL 60142

www.nir.com

Roof Replacement Proposal For: Morton College



Presented to: Building D - 3801 S. Central Ave Cicero, IL 60804

NIR Roof Care Roof Options Presented by:

Thomas Petska, Project Manager
Aaron Rutkowski, Vice President

1-800-221-ROOF
1(800).221.7663

NIR Headquarters
11317 Smith Drive
Huntley, IL 60142

www.nir.com

NIR Roof Replacement & NIR Roof Care Plan®

This proposal is to install the D roof at 3801 S. Central Ave Cicero, IL 60804 with a new roof membrane system. Enclosed you will find industry recognized details as to provide you with the highest degree of assurance that your project has been well thought out prior to job start. This type of preparation will result in a quality installation that will yield many years of outstanding service, guaranteed.

LABOR

- A. All workers involved in the completion of the roof system will be highly skilled and trained roofers by the roof system manufacturer technical representative.

USE OF PREMISES

- A. The use of premises will be limited to the work areas indicated.
- B. Roof construction operations will be confined to the roof area involved and ground access for equipment and workers.
- C. Keep all driveways and entrances clear and available for normal use.
- D. No areas will be used for parking or storage of materials unless otherwise designated by the building's owner or general contractor.
- E. Any damage caused by the installation operations will be repaired depending on any unforeseen conditions.
- F. The building and its occupants will be protected during the construction.

SAFETY

- A. During all phases of construction, all applicable OSHA standards will be fully complied with.
- B. Material Safety Data Sheets will be available on the job site at all times.
- C. Appropriate fire suppression equipment will be on the job site at all times.
- D. Provide temporary barricades to ensure safe passage for pedestrians around ground-level equipment, materials, and dumpsters.
- E. All flammable materials will be stored away from spark and open flames and Personal Protective Equipment will be worn when needed.

DEBRIS REMOVAL

- A. Conduct debris removal operations with minimal interference to streets, sidewalks, and adjacent facilities.
- B. A chute, hoist, or other apparatus will be utilized to remove debris from the elevated roof sections in a controlled manner.
- C. During the debris removal process, should any adjacent improvements be contaminated with dust, dirt, or debris, they will be cleaned to return said improvements to a pre-construction condition.
- D. Maintain good housekeeping practices during all phases of construction.
- E. Promptly dispose of all debris. Do not allow debris to accumulate on-site.
- F. Debris will be hauled away by a licensed special waste contractor, to be legally disposed of, and recycling whenever possible.

NIR Roof Replacement & NIR Roof Care Plan®

OPERATIONS

- A. Conduct a pre-job meeting with all appropriate personnel to review the schedule, specific safety requirements, and job-site logistics.
- B. Materials and equipment will be spaced on the roof to ensure that the weight will be evenly distributed so as not to overload the roof deck and support structure.
- C. Prior to installation, all surfaces to receive new insulation, membrane, or flashings will be dry and clean of debris.
- D. The roof will be maintained watertight during the course of the completion of the roof installation. No more existing roofs will be prepared than can be covered by the membrane each day
- E. A watertight "tie-off" will be performed between the newly installed roofing and the existing roof each day per the standard manufacturer details.
- F. All work will be temporarily halted if any concealed or unusual conditions are discovered.
- G. The owner's representative will be contacted in writing for correction at the owner's expense.

Scope of Work

60MIL FULLY ADHERED TPO OVERLAY

- A. Set up necessary safety equipment as needed
- B. Set up dumpster area and flag off area for safety purposes
- C. Provide owner forecasted roofing schedule for project from start to finish
- D. Coordinate daily work area schedule with building owner
- E. Owner is responsible to designate area where workers can park vehicles & dumpster
- F. Dumpsters to be supplied by NIR unless otherwise noted from Owner
- G. Any decking found to be not acceptable for new roof attachment: Owner will be notified for replacement, a sq ft price will be given at time of findings
- H. All metal to be provided and installed by NIR

SCOPE:

- I. Remove pea gravel from roof and dispose of
- J. Power broom entire roof to remove all loose gravel and materials
- K. Use leaf blowers to remove all dust and small debris to achieve a clean surface
- L. Remove existing metal coping and dispose of in NIR provided dumpsters
- M. Remove existing wall & curb flashings
- N. Install 1 layer of 1.5" insulation and adhere using JM RSUA Two Part Adhesive
- O. Install new TPO roof membrane and fully adhere using JM TPO Bonding adhesive
- P. All field seams are to be heat welded per manufacturers specifications
- Q. All vent pipes will receive a target piece around the vent and then be flashed around using an uncured flashing membrane
- R. Flash 60MIL TPO roof membrane up parapet walls and over the top of the walls and fully adhere roof membrane per manufacturers specifications
- S. Install new coping on top of parapet walls and fasten to existing wood blocking
- T. Remove all work-related debris from roof system & ground when all work is completed

WARRANTY

- A. Upon completion of your roof system, your **20-YEAR LIMITED MANUFACTURERS MATERIAL And 2 YEAR NIR LABOR WARRANTY** will be issued.
- B. An NIR Roof Care Plan® Service Level Agreement will be implemented with Semi-Annual services. This plan will meet and/or exceed the manufacturer's and NIR's warranty requirements to maintain its validity. Additional years of service will be invoiced annually at the rate of \$1,400.00

NIR Roof Replacement & NIR Roof Care Plan®

PROJECT NOTES

- A. **For those cities that require building permits for roofing projects, NIR Roof Care will obtain the needed permits for this project and that cost is included in this proposal for no additional expense.**
- B. While NIR has made every reasonable effort to determine existing conditions, NIR cannot be responsible for unforeseen conditions encountered during the roofing process including, but not limited to, structural deck repair, carpentry other than outlined above, damaged drain components, skylights damaged by others during the roof installation process, electrical work and/or conduit hidden within roof system, and conditions deemed unacceptable to the roof system manufacturer related to the structure. Any and all work not mentioned above.
- C. NIR agrees to work in cooperation with your HVAC contractor to assure all rooftop equipment is installed in compliance with roof system specifications and good roofing practices. NIR will report to the owner any deficiencies.
- D. Warranty provided by the manufacturer does require ongoing maintenance of the roof system in order to maintain its validity. NIR's Roof Care Plans will meet/exceed the basic requirements of the warranty provided.

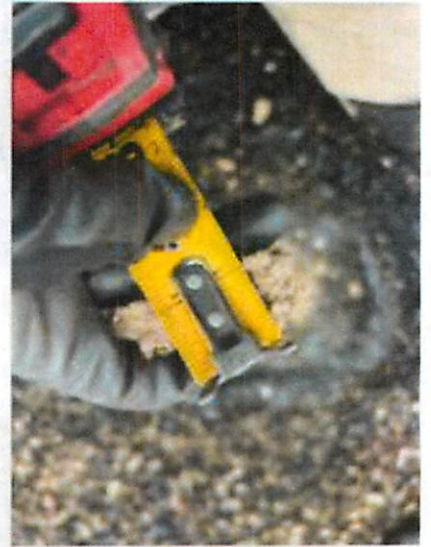
PLEASE NOTE:

Materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment, and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, the contractor shall provide written notice to the customer and shall be afforded additional time and the ability to substitute products may be considered. If there is an increase in the price of materials, equipment, or products between the date of this Agreement and the time when the project is ready for the installation, the contract sum shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the Customer notice. Despite unprecedented challenges and unforeseeable obstacles which the future may bring, we remain committed to providing you with the highest level of service. To do so, we humbly request your support and flexibility as we continue to navigate the current crisis.

Roof Inspection Photos:



Roof to be replaced



Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

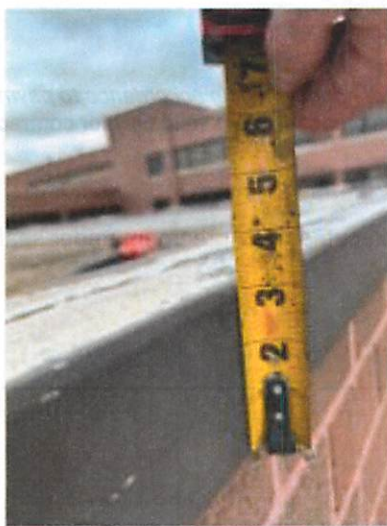


Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

APPROVAL REQUIRED
FOR ALL WORK
FOR THE SCHOOL
CONTACT NLR



Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

Quote #136700
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

Proposal Authorization

This agreement made this day of November 26, 2024 by and between NIR Roof Care. hereinafter called the Contractor and Morton College hereinafter called the Customer to perform the roofing work per attached scope of work as follows:

Customer:

Morton College
D Roof
3801 S. Central Ave
Cicero, IL 60804
Quote #136700

Contract Price: Select Below

Cost of Roof Replacement with Semi-Annual Service Visits Investment	\$144,220.00
--	---------------------

PAYMENT TERMS:

50% DOWN PAYMENT- 40% UPON 50% JOB COMPLETION - 10% UPON COMPLETION OF JOB

NIR Roof Care® hold the rights to suspend the job in the event of nonpayment in accordance to payment terms agreed upon.

Due to high volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted, executed, and when a down payment is received within 30 days of the date of this proposal.

IN WITNESS THEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

AUTHORIZATION:

Aaron Rutkowski - Vice President

Date

Morton College Representative

Printed Name

Date

Morton College
3801 S. Central Ave
Cicero, IL 60804
Quote #136700



VENDOR PAYMENTS

NIR Roof Care will be implementing
ACH payments.

11317 Smith Drive
Huntley, IL 60142
847.669.3444
accounting@nir.com

www.nir.com

We would like to encourage all customers to take advantage of this method of payment in place of sending NIR paper checks.

NIR Roof Care, Inc would like to begin requesting electronic payments. Below is NIR's ACH information.

Bank Information	
Company Name:	NIR Roof Care, Inc
Bank Name:	PNC Bank / Joint UPIC Account
Bank Address:	791 S Randall Road
Bank City, State, Zip:	Algonquin, IL 60102
ABA/ Routing Number (9 digits)	021052053
Account Number:	84255930
Send Remittance to:	accounting@nir.com

Thank you for your cooperation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy K Lynn', is written over a large, light blue oval background.

Timothy K Lynn
Owner, President & CEO
NIR Roof Care, Inc.

December 5, 2024

Quoted To: Morton College
3801 South Central Avenue
Cicero, IL 60804

Attention: Joe Florio
Telephone: 708-656-8000 x2451
Email: joseph.florio@morton.edu

Project Name: Section 5, Lower roof replacement
3801 South Central Avenue, Cicero, IL

Thank you for contacting Waukegan Roofing Co., Inc. to request the following proposal from our firm. After your review, please call me to discuss any questions or concerns you may have.

Our Proposal is based on the information shown below and on the following pages all inclusive:

- ***This Proposal if accepted is to be signed and attached as a rider to your firm's Contract Documentation***
- The Prices shown are good for 30 days from the date shown at the top of the page
 - After that date we retain the right to adjust our prices based on market conditions at the time
- If additional work is requested or required beyond the Scope of Work described herein said work shall be charged as an extra to the Base Proposal Price shown below.

Scope of Work for the repairs:

- ***Tear off the existing roof and flashings down to the existing gypsum decking and properly dispose of.***
- ***Remove and dispose of the existing sheet metal coping from the perimeter edge of the roof section.***
- ***Adhere (2) layers of 2.6" insulation to the existing gypsum decking using a low-rise spray adhesive.***
- ***Adhere a new 60 mil Versico White EPDM membrane to the new insulation.***
- ***Adhere new flashings to the penetrations and parapet walls.***
 - ***(1) roof hatch - 39"x39"***
 - ***(4) exhaust fan curbs - 30"x30"***
 - ***(1) exhaust fan curb - 19"x19"***
 - ***(1) round exhaust vent - 28"***
 - ***(5) soil stacks - 4"***
- ***Supply and install 320 LF of new coping around the perimeter edge using 24-gauge prefinished galvanized sheet metal.***
- ***All work to be completed per manufacturer and industry standards.***
- ***Clean and properly dispose of all roofing construction debris.***

BASE PROPOSAL PRICE FOR THE WORK DESCRIBED ABOVE IS: \$165,843.00 Initials _____

This Proposal Price is based on the following:

- ***This proposal, if accepted, is the Contract Document***
- ***The prices set forth in this proposal are good for 30 days from the date shown at the top of this page.***

Duties and Rights of Contractor:

Waukegan Roofing Co., Inc. (herein known as contractor) duties and rights in connection with the specific project address as described on page one herein is as follows:

- Responsibility for and supervision of work:
 - The contractor shall be solely responsible for all roofing and related work described above in this proposal/contract document including the:
 - Techniques, sequences, procedures and will give it all the attention necessary for such proper supervision and direction.
- Furnishing of the insurance, tools, equipment, labor and materials:
 - The contractor shall provide and pay for all insurance, tools, equipment, labor, material and all other facilities and services necessary for the proper completion of all work specified and described above.
- Clean up:
 - The contractor agrees to keep the work area and adjoining areas free of waste material and rubbish caused by their work.
 - All cleanup of roofing related debris will be contained onsite on a daily basis and properly disposed of as needed and upon completion of all work as described herein in a State Registered Landfill.
 - Contractor further agrees to remove upon completion of the project all tools, equipment and surplus materials and to leave the area related to their work in broom clean condition.

Insurance:

- Our (Contractor) Insurance Coverage is included as stated below:
 - \$2,000,000.00 General Liability Coverage
 - \$1,000,000.00 Automobile Liability
 - \$5,000,000.00 Excess / Umbrella Liability
 - \$ 500,000.00 Workers Compensation and Employers' Liability
- Owners Liability and Property Insurance:
 - The owner agrees to maintain in force their own liability insurance during the entire course of this roofing project and reserves the right to purchase such additional insurance as in their opinion is necessary to protect them against claims arising out of the contractors operation.
 - The owner agrees to maintain at their own expense during the entire course of this roofing project property insurance on the work site to its full insurable value including interests of the owner, contractor and subcontractors against fire, vandalism and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to the owner as trustee for the parties insured as their interests appear.
 - The owner and contractor hereby waive all claims against each other for fire damages and from other perils covered by the Owners Insurance requirements described above.

Disclaimer

- Contractor is not responsible for its inability to perform its work or delays caused by acts of God, labor disputes or strikes, war, riots, weather conditions, material availability shortages, public authorities, or other cause and casualties beyond its reasonable control and / or delays due to owners conduct.

Guarantee

- All work completed by Waukegan Roofing Co., Inc. own employees in conjunction with this proposal shall be covered for a period of 1 year from the date of completion as explained and described in the Waukegan Roofing Co., Inc. Workmanship Warranty. A copy will be provided to you upon request.

Conditions:

- Proper, safe and adequate jobsite access shall be provided to the Contractor by the Owner at no cost or expense to Waukegan Roofing Co., Inc. for the duration of time as required to complete this roofing project.
- All related materials and equipment to this proposal will be delivered to and stored on the jobsite.
- Pricing for this project is based on regular working hours 6:30 am through 3:00 pm Monday through Friday
- This project when ready is to be completed once started in one continuous operation weather permitting.
- All existing and / or new roof penetrations, roof curbs, equipment rails and parapet walls shall be in place and 100% ready for the commencement of roofing related work prior to the start of this roofing project.
- No extra work will be completed without receiving either prior written and/or verbal approval from the Authorized Signee /Owner or Owner(s) Authorized Agents agreeing to pay for the extra work in addition to the Base Proposal Price shown on this proposal.
- We have included the current OSHA safety requirements related to our work in our proposal price.

Exclusions:

- Any and all details relating to this project in any way that are shown or detailed on any plans or sketches not provided to this contractor for the preparation of this proposal.
- Any and all specifications relating to this project in any way that are explained, detailed or specified on any plans or sketches not provided to this contractor for the preparation of this proposal.
- Any and all requirements of the roofing system design and the requirements of the roofing system to meet the any specific Building, Construction, Energy, Green, Electrical, Plumbing and/or the new 2015 ICC Energy Code requirements are the responsibility of the Authorized Signee / Owner or a Design Professional employed by the Authorized Signee /Owner and is specifically not the responsibility of Waukegan Roofing Co., Inc.
- Any and all requirements of FM-1-52 wind uplift testing using the "bubble test" are specifically excluded and are by others at no cost or expense to Waukegan Roofing Co., Inc. and are specifically not included in this proposal price.
- Any and all plumbing, carpentry, roofing, sheet metal, roof deck, masonry, electrical and HVAC work not referenced above.
- Any and all additional insurance requirements not described herein.
- Furnishing of any additional sheet metal flashings for skylights, roof hatches, mechanical roof mounted equipment curbs or equipment rails, portals or plumbing vent flashings not mentioned above
- Disconnection and / or reconnection of electrical, gas, HVAC condensate lines, unit heater flue pipes, flue pipes of any kind, television, telecommunication, satellite receiver or antennas of any kind not mentioned above.
- Furnishing of any and all overflow drains, scuppers or conductors or downspouts of any kind not mentioned above.
- Interior cleanup of any kind for any reason
- Determination of the structural slopes or the structural integrity to accept the roofing system described above.
- All OSHA safety requirements for safety protection of the interior because of rooftop openings and opened roof deck above the interior work space.
- Any and all demolition work not referenced above.
- Testing, removal and disposal of any and all asbestos containing materials.
- Building Permits, Street or Sidewalk Permits, Crane or Lifting Permits, Payment or Performance Bonds
- Snow or Ice removal of any kind at any time for any reason

Time and Material Rates/Unit Pricing for Extra Work Requested or Required and Not Specified Above

- Waukegan Roofing Co., Inc. Employee Labor including taxes, fringe benefits, insurance, overhead and profit at \$185.00 per hour per man.
- Materials at cost plus 15% markup
- Subcontractors (if any are required) at cost plus 15% markup.
- Manufacturers Membrane Base Flashing at:
 - Additional Roof curbs in place at start of job: \$95.00 per lineal foot



956 Campus Drive • Mundelein, Illinois 60060
Phone: 847-623-1625 • Fax: 847-623-4847
IL License #104-000761

- New Roof curbs installed through the finished roof system: \$115.00 per lineal foot
- Roof Penetrations such as flues, portals, roof drains, waste pipes, pitch pans, etc.
 - Additional Penetrations in place at the start of job: \$225.00 per each unit
 - Penetrations installed through the finished roof system: \$375.00 per each unit
 - Manufacturers approved walk pads or equal installed: \$65.00 per each pad

Payment Terms and Conditions:

Upon acceptance of this Proposal / Contract as written and agreed to:

- We need to receive back in our office one (1) complete signed and initialed copy of all of the pages of this Proposal.
- It is important to understand that schedule dates are subject to change without notice due to weather conditions and previous production schedules.
- It is further understood, agreed and accepted that the balance due including any and all agreed to extra charges will be due in full within 10 days of the date of the invoice
- It is further understood, agreed, and accepted that a Service Charge of 2% per month will be added to all balances not paid within 10 days of their due date.
- If the Authorized Signee /Owner fails to pay pursuant to the Terms of this agreement and Waukegan Roofing Co., Inc. or its authorized legal representative elects to take legal action to collect any and all amounts owing, the Authorized Signee / Owner shall pay any and all costs incurred by Waukegan Roofing Co., Inc., or its legal representative including but not limited to:
 - Interest, Attorney's fees, court costs, depositions and transcript costs, sheriff's fees, special process server fees and bond costs
- This transaction shall be governed by the:
 - Laws of the State of Illinois
 - Jurisdiction and venue for the hearing for any matter in dispute shall be with the Lake County Circuit Court of Illinois
- The Authorized Signee / Owner by making final payment waives all claims except those arising out of
 - Faulty work appearing after substantial completion.
 - Work that does not comply with these contract documents.
 - Outstanding claims of lien
 - Failure of Waukegan Roofing Co., Inc. to comply with any guarantees or warranties.
- All guarantees and warranties are null and void if any and all payments are not made within the contract terms and conditions as stated herein

We want you to know that all of us at Waukegan Roofing Co., Inc. are dedicated to your total satisfaction and that we know and understand what our role is in the process of completing these repairs to the roof on your building.

Respectfully submitted,
Waukegan Roofing Co., Inc.
Brian Franke
Brian Franke
Service Project Manager

Accepted _____ 2024

Authorized Signee

Authorized Signee's Printed Name & Title

Installing roofs you can rely on since **1914!**

LEGAT ARCHITECTS

Design with a Difference

~~February 5, 2024~~

September 11, 2024 – Revised

VIA Email

Joseph Florio
Director of Campus Operations and Facilities
Morton College
3801 S Central Ave,
Cicero, IL 60804

RE Morton College – Bldg. A & D Partial Roof Replacements
Architect's Project Number: TBD
Proposal to Provide Professional Architectural Services

Dear Joseph:

Thank you again for giving Legat Architects the opportunity to provide Architectural Services for Morton College. Pursuant to your request, Legat Architects ("Architect") is pleased to submit this proposal to provide professional architectural services to Morton College ("Client"). The purpose of this letter is to summarize the professional services to be provided and the related fees.

1.0 Project Parameters

- 1.1.1 Project Objective: To replace the roof of the north section of building D.
- 1.1.2 It was noted during pre-proposal walk-thru that the roof has been leaking and the structure below is stained. The roof deck of D below appears to be tectum with bulb-tees. The roof may have a gypsum layer for slope. Gypsum deck is likely wet and tectum could be damaged.
- 1.1.3 **Replace the lower East roof of Bldg A.**
- 1.1.4 Work will include new roof curbs, coping, roof hatch, re-installation of exhaust fans, insulation to meet energy code, replace roof drains, and replacement of built-up roof with an EDPM roof.

1.2 Locations:

- 1.2.1 Morton College Cicero Campus building D, north segment & building A.
Refer to Exhibit B.

1.3 Project Activities

- 1.3.1 Provide a visual assessment of the existing conditions at work areas identified; and
- 1.3.2 Develop drawings which document existing conditions: (Note this can be reduced if the college can provide drawings of existing conditions) and
- 1.3.3 Provide an estimate of probable cost; and
- 1.3.4 Complete drawings and specifications suitable for bidding; and
- 1.3.5 Assist in project bidding and the selection of the most qualified bidder; and
- 1.3.6 Perform construction observation.

1.4 Physical Parameters

Joseph Florio

Proposal to Provide Professional Architectural Services

Morton College – Building A & D Partial Roof Replacement

September 11, 2024 Revised, Page 2 of 7

- 1.4.1 Replacement of approximately 6,000 SF of roof (Bldg D. north section). Replace roof curbs and copings. Replace insulation.
- 1.4.2 Replacement of approximately 2,100 SF of roof (Bldg A – Low roof section). Replace roof curbs and copings. Replace insulation.
- 1.4.3 Roof deck assumed to be in good condition. This proposal includes an allowance for roof cores and test-pulls of roof deck. If roof deck is found to be in poor conditions, we will work with the Client to determine a course of action, such as a structural engineer for review and recommendations.

1.5 Budget Parameters:

- 1.5.1 The college has not identified a budget for the replacement at this time. We have included a preliminary breakdown for the purposes of this proposal.

1.5.2 Preliminary budget breakdown for work:

1.5.2.1	Bldg D R/R 6,000 SF of roofing x \$28.96/SF EDPM	\$173,776
1.5.2.2	Bldg D - curbs, coping, access hatch, drains.	\$ 30,000
1.5.2.3	Bldg A R/R 2,100 SF of roofing x \$28.96/SF EDPM	\$ 60,000
1.5.2.4	Bldg A - curbs, coping, access hatch, drains.	\$ 10,000
1.5.2.5	Design/Bid Contingency 10%	\$ 27,000
1.5.2.6	Construction 10%	\$ 27,000
1.5.2.7	Roof Cores/Pull-out Allowance	\$ 7,000
1.5.2.8	A/E Compensation and Reimb.	\$ 43,011
1.5.2.9	Printing/Bidding Reimbursable Allowance	\$ 1,000
1.5.2.10	Total preliminary project budget for	\$378,787
	(replacement of roof deck is not included above)	

1.6 Schedule Parameters:

- 1.6.1 The overall schedule will be determined during the design process with input from facilities and administrators.

1.6.2 Preliminary Proposed Schedule (To Be Refined):

1.6.2.1	Written authorization to proceed	October 1, 2024
1.6.2.2	Survey and document roof	2 Weeks
1.6.2.3	Construction/Bid Documents	8 Weeks
1.6.2.4	Owner Review/ QAQC Check-set	1 Week
1.6.2.5	Completion/Issuance bid documents	Dec 15, 2024
1.6.2.6	Estimated Bidding Period	3 Months
1.6.2.7	Morton College Award	March Bd Mtg?
1.6.2.8	Construction Shopdrawings/Submittals	4 weeks
1.6.2.9	Procure materials	4 weeks
1.6.2.10	Installation Time	2-3 weeks
1.6.2.11	Estimated Completion	June/July 2024

- 1.7 Project Delivery Method: It is the Architect's understanding that the Client intends to use a design-bid-build delivery method and award a construction contract(s) to a roofing general contractor.

2.0 Architect's Scope of Services

2.1 Project Inception Phase

- 2.1.1 The Architect and engineer will meet with facilities and administrators to confirm scope, existing documentation, schedule and other issues.
- 2.1.2 The Architect will provide a visual assessment of the existing conditions affected by the scope of work line items including roof, ceilings and building components; and
- 2.1.3 Assist with procurement of roof test cores and test pulls; and

2.2 Construction Documents Phase

- 2.2.1 The Architect will attend a reasonable number of meetings as required to complete this phase and receive approval of the scope of work; and
- 2.2.2 The Architect and engineer will complete drawings and specifications suitable for bidding; and
- 2.2.3 The Architect will provide an estimate of probable cost; and
- 2.2.4 The Architect will facilitate the review of drawings and specifications with the Client at significant milestones as determined by the Client and Architect to review the scope, cost and schedule; and

2.3 Bidding & Negotiations Phase:

- 2.3.1 The Architect will assist the Client in bidding the project and in the selection of the most qualified bidder; and
- 2.3.2 Manage the bidding process including the pre-bid meeting, bid opening and provide a letter of recommendation; and
- 2.3.3 The Architect will attend two meetings as required to complete this phase and assist the client with the approval of the construction contract.

2.4 Construction Phase:

- 2.4.1 The Architect will assist in administering the Contract for Construction; and
- 2.4.2 The Architect will attend Pre-Construction Meetings, (Bi-weekly) Owner-Architect-General Contractor meetings while construction operations are in progress, and Closeout Coordination Meetings. Meetings will be videoconferences; and
- 2.4.3 The Architect will perform limited job-site observations while construction operations are in progress. We have included 3 Architectural site visits as part of basic services; and
- 2.4.4 The Architect will provide a punchlist; and
- 2.4.5 The Architect will assist the Client with facilitating project closeout.

3.0 Deliverables

- 3.1 Construction Documents will consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

4.0 Project Schedule

- 4.1 The schedule for design and construction phase by the Client in conjunction with the Architect. Refer to article 1.6 for a preliminary schedule.
- 4.2 Once established, the project schedule is subject to decisions made in timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

5.0 Compensation

- 5.1 The Client will compensate the Architect for the basic services outlined in AIA Document B101 on a Lump Sum basis of \$43,011 based upon the breakdown below:
 - 5.1.1 Design/Const Doc/Bidding/Const Admin
 - 5.1.1.1 $\$300,776 \times 14.3\% = \$43,011$ Lump Sum \$43,011
 - 5.1.2 Printing Reimbursable Allowance \$ 1,000
 - 5.1.3 Roof Core/pullout Allowance (TBD) \$ 7,000
 - Total Compensation + Reimb Allowance \$51,011**
- 5.1.4 When approved in advance by the college, Additional Architectural site construction observation visits (beyond basic services) visits will be billed as hourly or as \$1,140 per visit.
- 5.1.5 Structural or MEP engineering in not anticipated nor included in the compensation.
- 5.2 When stipulated and approved by the Client, the Client will compensate the Architect on a Time and Material basis using the Schedule of Billable Rates attached as "Exhibit A".
- 5.3 Structural Analysis not included in the compensation above. It is assumed that the roof deck is in good condition and minimal repairs of the deck are required.
- 5.4 Reimbursable Expenses will be in addition to the Architect's compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects. Allowances for reproduction are not included in the lump sum above and shall be billed as invoices received from printing/postage/additional work when authorized.
 - 5.4.1 Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.05 times.
 - 5.4.2 Postage and delivery charges for bid documents and materials requested by the Client or required by authorities having jurisdiction shall be invoiced at 1.05 times.

- 5.4.3 Necessary consultants, including Structural or MEP services, as approved by the Client will be invoiced at 1.25 times.
- 5.4.4 Other specialty consultants as approved by the Client will be invoiced at 1.25 times.

6.0 Client's Responsibilities

- 6.1 The Client will provide access to the Project Locations and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions. **(It is understood that the college has no existing documents of the building. The proposal above provides time for documentation.)**
- 6.2 The Client will provide floor plans for each Project Location in a digital format compatible with either Autodesk AutoCAD software or Autodesk Revit software. **(It is understood that the college has no existing documents of the building. The proposal above provides time for documentation.)**
- 6.3 The Client will designate a representative authorized to act on the Client's behalf with respect to the projects. The authorized representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 6.4 The Client will provide an updated AIA A201 General Conditions and insurance requirements for the project manual/bidding.

7.0 Miscellaneous Provisions

- 7.1 Unless otherwise provided in this Agreement, Legat Architects and Legat Architects' consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 7.2 Estimates of Probable Cost will be completed by referencing several sources, including active construction projects involving Legat Architects, R.S. Means Construction Cost Data, and historical construction information.
- 7.3 Legat Architects reserves the right to renegotiate the lump sum amount should the Scope of Work or Budget as currently defined be reasonably altered.
- 7.4 Understanding the construction industry at times has had very long lead times, it is understood that some materials may not be available to contractors until the dates indicated above or later. Expediting/requiring the delivery earlier could impact the costs. The Architect does not assume any liability for decisions, construction bids, or additional construction costs/change orders due to the project being expedited or timelines.

Joseph Florio
Proposal to Provide Professional Architectural Services
Morton College – Building A & D Partial Roof Replacement
September 11, 2024 Revised, Page 6 of 7

This proposal is based upon the terms and conditions of the AIA Document B101, Standard Form of Agreement Between Owner and Architect, 2017 edition. The attached amendment to our AIA Owner & Architect agreement should be executed with this proposal.

Please note that Legat Architects will not begin work until written authorization to proceed is received by signing this proposal and executing the amendment.

If you have any questions regarding this proposal, please contact me at your earliest convenience.

Thank you.

Sincerely,

Michael Lundeen, AIA, LEEDap
Principal

Legat Architects, Inc.
549 W. Randolph Street
Chicago, IL 60661

ML/ML

ATTACHMENTS EXHIBIT A - Schedule of Billable Rates
 EXHIBIT B - Scope of work roof plan of building D.
 Amendment #001 – Morton College - Bldg. D Roof Replacement

EC Robin Randall, Legat Architects
 Zach Wiese, Legat Architects
 Proposal File – Morton College

FILENAME 101_PRO_Proposal-Arch_Morton_Bldg_D_Roof_Repmt_Revised 20240911

AUTHORIZATION We accept the terms of this Proposal:

OWNER
Morton College
3801 S Central Ave,
Cicero, IL 60804

ARCHITECT
Legat Architects, Inc.
549 W. Randolph St. Suite 602
Chicago, IL 60661

Joseph Florio
Proposal to Provide Professional Architectural Services
Morton College – Building A &D Partial Roof Replacement
September 11, 2024 Revised, Page 7 of 7

SIGNATURE

PRINT NAME

TITLE

DATE



SIGNATURE

Michael Lundeen

PRINT NAME

Principal/Secretary

TITLE

September 11, 2024

DATE



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Morton College - Bldg A & D Partial
Roof Replacements
3801 S Central Ave, Cicero, IL 60804

AGREEMENT INFORMATION:

Date: B101-2017 Standard Form of
Agreement Between Owner and
Architect, as modified (Agreement
Dated January 24, 2024)

AMENDMENT INFORMATION:

Amendment Number: 001

Date: September 11, 2024

OWNER: *(name and address)*

Morton College
3801 S. Central Ave.
Cicero, IL 60804

ARCHITECT: *(name and address)*

Legat Architects, Inc.
549 W. Randolph St. Suite 602
Chicago, IL 60661

The Owner and Architect amend the Agreement as follows:

The Agreement for the Morton College Biology Renovation shall be amended as per the attached Proposal letter (dated September 11, 2024), including the following scope of work: Morton College - Bldg A & D Roof Replacements.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The Architect's compensation shall be adjusted as per the attached Proposal (dated September 11, 2024), and previously approved Schedule of Billable Rates (dated February 28, 2024).

Design/Const Doc/Bidding/Const Admin

\$300,776 x 14.3% = 43,011 Lump Sum

\$43,011

Printing Reimbursable Allowance

\$ 1,000

Roof Core/pullout Allowance (TBD)

\$ 7,000

Total Compensation + Reimb Allowance

\$51,011

Schedule Adjustment:

The Architect's anticipates completing documents as per the attached Proposal (dated September 11, 2024).

SIGNATURES:

Legat Architects, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Michael Lundeen

Principal | Secretary

PRINTED NAME AND TITLE

September 11, 2024

DATE

Morton College

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

LEGAT ARCHITECTS

Design with a Difference

Schedule of Billable Rates

Exhibit "A"

ORGANIZATION Morton College
PROJECT TITLE Morton College – Building D Roof replacement
DATE February 5, 2024

BILLING RATES:

For the current calendar year, time spent by our staff members will be billed at the following hourly rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$ 265.00
Project Manager.....	\$ 250.00
Project Associate/Architect	\$ 190.00
Associate.....	\$ 150.00
Graphic Designer	\$ 130.00
Student / Clerical.....	\$ 100.00

CONSULTANTS

Professional services for consultants and their expenses will be billed per contract terms the actual cost to the firm. These consultants may include, but not be limited to, the following: mechanical, electrical, plumbing, structural and civil engineers, kitchen, landscaping, acoustical, lighting, elevator, traffic, life safety, cost estimating, along with any other consultants that may be required.

REIMBURSABLE EXPENSES

Reimbursable expenses are those out-of-pocket expenses incurred by our firm in the course of providing professional services to our clients and will be billed at 1.1 times the actual cost to cover administrative expenses. These expenses may include, but not be limited to, the following: transportation, lodging and meals while traveling, postage and delivery charges, reproduction costs for drawings, specifications, addenda, reports, etc. and photography and rendering costs

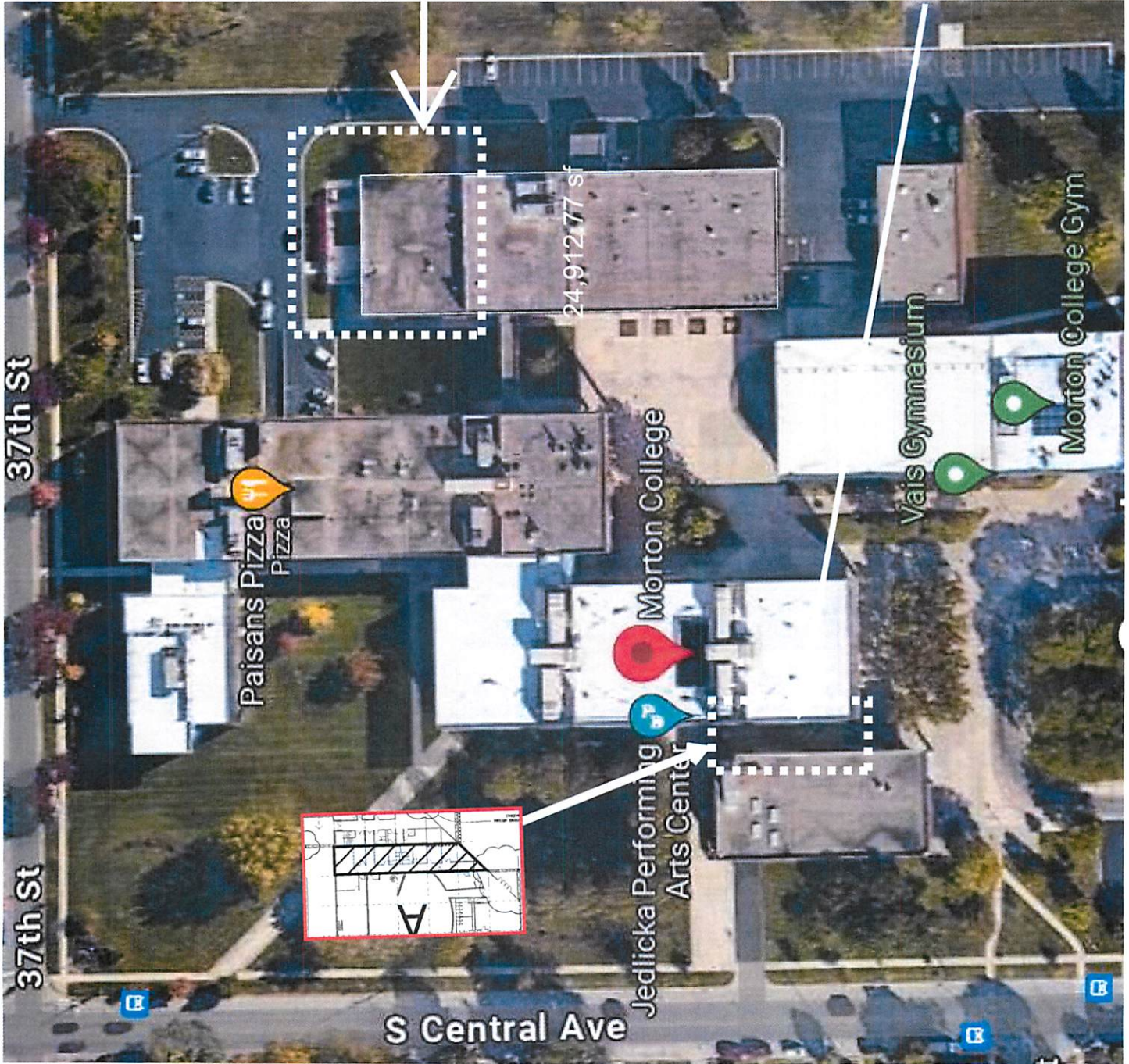
NOTE

These rates are subject to change annually on December 31.

EXHIBIT B

Roof Replacement Scope

9/12/2024



Building D
6,000 SF
(roof
replacement)

Building A -
Lower Roof
2,100 SF
(roof
replacement)

DATE: 12-3-24

PROPOSED ACTION: For the board to approve Axon, a part of SourceWell purchase consortium for the body cams and tasers.

RATIONALE: To provide equipment to assist our police department and provide better resources in day-to-day operations. Which January 1st will be a state law.

COST ANALYSIS: \$100,290.80

ATTACHMENT: See attachment



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-608971-45579.577MG

Issued: 10/14/2024

Quote Expiration:

Estimated Contract Start Date: 02/15/2025

Account Number: 556454

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Morton College Police - IL 3801 S Central Ave Cicero, IL 60804-4300 USA	Morton College Police - IL 3801 S Central Ave Cicero IL 60804-4300 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Gentile Phone: 7812906604 Email: mgentile@axon.com Fax:	Mike Wolff Phone: (708) 656-8000 Email: mike.wolff@morton.edu Fax: (708) 656-3099

Quote Summary

Program Length	60 Months
TOTAL COST	\$100,290.80
ESTIMATED TOTAL W/ TAX	\$100,290.80

Discount Summary

Average Savings Per Year	\$7,759.20
TOTAL SAVINGS	\$38,796.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$15,109.20	\$0.00	\$15,109.20
Feb 2025	\$24,744.80	\$0.00	\$24,744.80
Jan 2026	\$15,109.20	\$0.00	\$15,109.20
Jan 2027	\$15,109.20	\$0.00	\$15,109.20
Jan 2028	\$15,109.20	\$0.00	\$15,109.20
Jan 2029	\$15,109.20	\$0.00	\$15,109.20
Total	\$100,290.80	\$0.00	\$100,290.80

Quote Unbundled Price:	\$139,086.80
Quote List Price:	\$100,290.80
Quote Subtotal:	\$100,290.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	10	60	\$38.53	\$23.83	\$23.83	\$14,298.00	\$0.00	\$14,298.00
M00003	BUNDLE - ACQUISITION	10	60	\$96.28	\$53.08	\$53.08	\$31,848.00	\$0.00	\$31,848.00
T7Basic	TASER 7 Basic Bundle	10	60	\$55.76	\$49.00	\$49.00	\$29,400.00	\$0.00	\$29,400.00
A la Carte Hardware									
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20			\$40.25	\$40.25	\$805.00	\$0.00	\$805.00
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20			\$40.25	\$40.25	\$805.00	\$0.00	\$805.00
22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	20			\$53.50	\$53.50	\$1,070.00	\$0.00	\$1,070.00
22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	20			\$53.50	\$53.50	\$1,070.00	\$0.00	\$1,070.00
100681	AXON SIGNAL - SIDEARM SENSOR ONLY	10			\$269.00	\$269.00	\$2,690.00	\$0.00	\$2,690.00
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	60		\$10.85	\$10.85	\$1,302.00	\$0.00	\$1,302.00
73680	AXON RESPOND PLUS - LICENSE	2	60		\$21.48	\$21.48	\$2,577.60	\$0.00	\$2,577.60
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	2	60		\$22.57	\$22.57	\$2,708.40	\$0.00	\$2,708.40
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	60		\$27.12	\$27.12	\$3,254.40	\$0.00	\$3,254.40
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	2	60		\$70.52	\$70.52	\$8,462.40	\$0.00	\$8,462.40
Total							\$100,290.80	\$0.00	\$100,290.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	02/15/2025
BUNDLE - ACQUISITION	100206	AXON BODY 4 - 8 BAY DOCK	2	1	02/15/2025
BUNDLE - ACQUISITION	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	02/15/2025
BUNDLE - ACQUISITION	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	11	1	02/15/2025
BUNDLE - ACQUISITION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	02/15/2025
BUNDLE - ACQUISITION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	02/15/2025
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	100126	AXON VR - TACTICAL BAG	1	1	02/15/2025
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	02/15/2025
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	100833	AXON VR - CONTROLLER - TASER 7	1	1	02/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY RH	1	1	02/15/2025
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	101294	AXON VR - TABLET	1	1	02/15/2025
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	101300	AXON VR - TABLET CASE	1	1	02/15/2025
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	02/15/2025
TASER 7 Basic Bundle	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	10	1	02/15/2025
TASER 7 Basic Bundle	20018	AXON TASER - BATTERY PACK - TACTICAL	12	1	02/15/2025
TASER 7 Basic Bundle	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	10	1	02/15/2025
TASER 7 Basic Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/15/2025
TASER 7 Basic Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/15/2025
TASER 7 Basic Bundle	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/15/2025
TASER 7 Basic Bundle	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/15/2025
TASER 7 Basic Bundle	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/15/2025
A la Carte	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	10	1	02/15/2025
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	1	02/15/2025
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	1	02/15/2025
A la Carte	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	20	1	02/15/2025
A la Carte	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	20	1	02/15/2025
BUNDLE - ACQUISITION	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	08/15/2027
BUNDLE - ACQUISITION	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	08/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	02/15/2025	02/14/2030
BUNDLE - ACQUISITION	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	02/15/2025	02/14/2030
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	10	02/15/2025	02/14/2030
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	10	02/15/2025	02/14/2030
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2025	02/14/2030
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	02/15/2025	02/14/2030
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	2	02/15/2025	02/14/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	02/15/2025	02/14/2030
A la Carte	73680	AXON RESPOND PLUS - LICENSE	2	02/15/2025	02/14/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	2	02/15/2025	02/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	10	02/15/2026	02/14/2030
BUNDLE - ACQUISITION	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	02/15/2026	02/14/2030
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	02/15/2026	02/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	100213	AXON VR - EXT WARRANTY - TABLET	1	02/15/2026	02/14/2030
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	02/15/2026	02/14/2030
BUNDLE - VR - TASER 7 ADD-ON BUNDLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	02/15/2026	02/14/2030
TASER 7 Basic Bundle	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	12	02/15/2026	02/14/2030
TASER 7 Basic Bundle	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	10	02/15/2026	02/14/2030
TASER 7 Basic Bundle	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/15/2026	02/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3801 S Central Ave	Cicero	IL	60804-4300	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	M00003	BUNDLE - ACQUISITION	10	\$6,369.60	\$0.00	\$6,369.60
Year 1	T7Basic	TASER 7 Basic Bundle	10	\$5,879.99	\$0.00	\$5,879.99
Year 1	V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	10	\$2,859.61	\$0.00	\$2,859.61
Total				\$15,109.20	\$0.00	\$15,109.20

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$3,254.40	\$0.00	\$3,254.40
Invoice Upon Fulfillment	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	10	\$2,690.00	\$0.00	\$2,690.00
Invoice Upon Fulfillment	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	2	\$8,462.40	\$0.00	\$8,462.40
Invoice Upon Fulfillment	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	\$805.00	\$0.00	\$805.00
Invoice Upon Fulfillment	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	\$805.00	\$0.00	\$805.00
Invoice Upon Fulfillment	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	20	\$1,070.00	\$0.00	\$1,070.00
Invoice Upon Fulfillment	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	20	\$1,070.00	\$0.00	\$1,070.00
Invoice Upon Fulfillment	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	\$1,302.00	\$0.00	\$1,302.00
Invoice Upon Fulfillment	73680	AXON RESPOND PLUS - LICENSE	2	\$2,577.60	\$0.00	\$2,577.60
Invoice Upon Fulfillment	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	2	\$2,708.40	\$0.00	\$2,708.40
Total				\$24,744.80	\$0.00	\$24,744.80

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	M00003	BUNDLE - ACQUISITION	10	\$6,369.60	\$0.00	\$6,369.60
Year 2	T7Basic	TASER 7 Basic Bundle	10	\$5,879.99	\$0.00	\$5,879.99
Year 2	V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	10	\$2,859.61	\$0.00	\$2,859.61
Total				\$15,109.20	\$0.00	\$15,109.20

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	M00003	BUNDLE - ACQUISITION	10	\$6,369.60	\$0.00	\$6,369.60
Year 3	T7Basic	TASER 7 Basic Bundle	10	\$5,879.99	\$0.00	\$5,879.99
Year 3	V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	10	\$2,859.61	\$0.00	\$2,859.61
Total				\$15,109.20	\$0.00	\$15,109.20

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	M00003	BUNDLE - ACQUISITION	10	\$6,369.61	\$0.00	\$6,369.61
Year 4	T7Basic	TASER 7 Basic Bundle	10	\$5,879.98	\$0.00	\$5,879.98
Year 4	V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	10	\$2,859.61	\$0.00	\$2,859.61

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$15,109.20	\$0.00	\$15,109.20

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	M00003	BUNDLE - ACQUISITION	10	\$6,369.61	\$0.00	\$6,369.61
Year 5	T7Basic	TASER 7 Basic Bundle	10	\$5,879.98	\$0.00	\$5,879.98
Year 5	V00011	BUNDLE - VR - TASER 7 ADD-ON BUNDLE	10	\$2,859.61	\$0.00	\$2,859.61
Total				\$15,109.20	\$0.00	\$15,109.20

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/14/2024



DATE: 12-5-24

PROPOSED ACTION: Legat Architects fees for Roof Top Unit #9 and possible #12. Going out to bid.

RATIONALE: Replacement Roof Top Unit #9 (#12 if possible)

COST ANALYSIS: \$66,162.00

ATTACHMENT: See Quote

LEGATARCHITECTS

DESIGN | PERFORMANCE | SUSTAINABILITY

February 5, 2024

~~September 11, 2024 – Revised~~

December 4, 2024 – Revised 2

VIA Email

Joseph Florio
Director of Campus Operations and Facilities
Morton College
3801 S Central Ave,
Cicero, IL 60804

RE Morton College – Bldg. B RTU 89 & 12 Replacement

Architect's Project Number: TBD

Proposal to Provide Professional Architectural Services – Revised 2

Dear Joseph:

Thank you again for giving Legat Architects the opportunity to provide Architectural Services for Morton College. Pursuant to your request, Legat Architects ("Architect") is pleased to submit this proposal to provide professional architectural services to Morton College ("Client"). The purpose of this letter is to summarize the professional services to be provided and the related fees.

1.0 Project Parameters

- 1.1.1 Project Objective: To replace 2 rooftop constant volume mechanical units and control systems at Building B.
- 1.1.2 RTU's #9 and #12, which are existing Trane Multizone units are not functioning properly, require a lot of maintenance and have obsolete parts. Morton College would like to replace these units with new, York RTU's and integrate them into the JCI BAS system on campus.
- 1.1.3 It was noted during pre-proposal walk-thru that the mechanical system has inherent air noise or mechanical noise problems that are disruptive to the teaching spaces. **(Not addressed with this scope of work.)**
- 1.1.4 Work will include new roof curbs, modifications to roof, ~~interior modifications below units, interior repairs for R/R of BAS system.~~

1.2 Locations:

- 1.2.1 Morton College Cicero Campus building B.

1.3 Project Activities

- 1.3.1 Provide a visual assessment of the existing conditions at work areas identified at the exterior; and
- ~~1.3.2 Document mechanical system to verify equipment, duct routing, distribution, controls, diffuser locations; (Note this can be reduced if college can provide drawings of existing conditions) and~~
- 1.3.3 Develop drawings which document existing conditions and mechanical design: (Note this can be reduced if the college can provide drawings of existing conditions) and

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Morton College – Building B Rooftop 9 & 12 Replacement
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- 1.3.4 Meet with staff to confirm the mechanical system, controls and
- ~~1.3.5 Provide an estimate of probable cost; and~~
- 1.3.6 Complete limited drawings of roof/curbs and specifications suitable for bidding; and
- 1.3.7 Assist in project bidding and the selection of the most qualified bidder; and
- 1.3.8 Perform construction observation.
- 1.3.9 *Note the Structural scope, loading and confirmation is not defined. The scope will be developed for the bid documents for the contractor to develop delegated design shopdrawings for structural modifications.***

1.4 Physical Parameters

- 1.4.1 Replacement of rooftop mechanical units (RTU 9 & 12) at Building B. ~~Replace control systems with a Johnson Control building automation system at all occupied spaces. Replace roof curbs and provide roof repairs. Patch walls, paint and provide repairs to walls, ceilings as required for controls and mechanical installation.~~ **Connect New RTU to existing BAS system.**

1.5 Budget Parameters:

- 1.5.1 The college has identified a total budget of \$450,000 for the two RTUs. The cost estimate for the work cannot be estimated at this time and may be more than the budget due to the unknown conditions, mechanical unit type, ~~replacement of all controls, and curb/roofing replacement. and interior finish repairs/painting.~~ The college *may* need to add funds to the budget to align with the scope of work. **Project will be bid to allow for pricing of replacement of one or two RTU units.**

1.5.2 Preliminary budget breakdown for work:

1.5.2.1	R/R of 2 Rooftop Units	\$	TBD
1.5.2.2	Roof Repairs	\$	TBD
1.5.2.3	Replacement of BAS system (Est)	\$	100,000
1.5.2.4	Finish repairs/painting	\$	TBD
1.5.2.5	Design/Construction Contingency	\$	TBD
1.5.2.6	Pre-Test and balancing if req.	\$	TBD
1.5.2.7	A/E Compensation	\$	TBD
1.5.2.8	Total project budget	\$	TBD

1.6 Schedule Parameters:

- 1.6.1 The overall schedule will be determined during the design process with input from facilities and administrators.

1.6.2 Preliminary Proposed Schedule (To Be Refined):

1.6.2.1	<i>Written authorization to proceed</i>	<i>January 6, 2024</i>
1.6.2.2	Survey and document mechanical	1 week
1.6.2.3	Develop scope	2 weeks
1.6.2.4	Approval of Cost Estimate	1 week or less
1.6.2.5	Construction/Bid Documents	6 Weeks

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Morton College – Building B Rooftop 9 & 12 Replacement
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1.6.2.6	Owner Review/ QAQC Check-set	1 Week
1.6.2.7	Completion/Issuance bid documents	March 3, 2025
1.6.2.8	Estimated Bidding Period	3 months
1.6.2.9	Morton College Award	May 2025 Bd Mtg?
1.6.2.10	Construction Shopdrawings/Fabrication	4 weeks
1.6.2.11	Mechanical Unit Lead Time	24-30 weeks (Est)
1.6.2.12	Installation Time	1-2 weeks
1.6.2.13	Estimated Completion	December 2025

- 1.7 Project Delivery Method: It is the Architect's understanding that the Client intends to use a design-bid-build delivery method and award a construction contract(s) to a general contractor.

2.0 Architect's Scope of Services

- 2.1 Project Inception Phase (Kick-Off Meeting 1)
- 2.1.1 The Architect and engineer will meet with facilities and administrators to confirm scope, existing documentation, schedule and other issues.
 - 2.1.2
- 2.2 Project Documentation PART A – 3rd Floor HVAC Study
- 2.2.1 Develop floor plans of existing building and roof layout.
 - 2.2.2 ~~Survey 3rd Floor Ventilations systems.~~
 - 2.2.3 ~~Create As-Built plans of distribution.~~
 - 2.2.4 ~~Perform Load Calculations for existing spaces.~~
 - 2.2.5 ~~Create new airflow balance requirements for spaces as currently operating.~~
 - 2.2.6 Issue a T&B scope of work document as part of bid documents.
 - 2.2.7 Confirm RTU sizing based upon current unit sizing and zoning.
- 2.3 2. PART B – Construction Documents Phase: RTU Replacement
- 2.3.1 Survey existing RTU #9 and #12 installation for demolition plans.
 - 2.3.2 Perform engineering calculations to determine proper equipment sizing **limited to matching performance of the existing RTU.**
 - 2.3.3 Provide equipment configuration options for discussion with college.
 - 2.3.4 With selected system options, provide new installation design drawings.
 - 2.3.5 The Architect will provide a visual assessment of the existing conditions affected by the scope of work line items including the roof, ~~ceilings and building components~~; No work at the interior of the building will be surveyed or designed; and
 - 2.3.6 The Architect will attend two meetings as required to complete this phase and receive approval of the scope of work; and
 - 2.3.7 The Architect and engineer will complete construction document diagrams/equipment schedules and specifications suitable for bidding; and
 - 2.3.8 ~~The Architect will provide an estimate of probable cost; and~~
 - 2.3.9 The Architect will facilitate the review of drawings and specifications with the Client at significant milestones as determined by the Client and Architect to review the scope, cost and schedule; and

2.3.10 Incorporate the college provided BEP goals and general conditions into the project manual.

2.3.11 ***The structural scope will be developed for the bid documents for the contractor to develop delegated design shopdrawings for structural modifications.***

2.4 Bidding & Negotiations Phase:

2.4.1 The Architect will assist the Client in bidding the project and in the selection of the most qualified bidder; and

2.4.2 Manage the bidding process including the pre-bid meeting, bid opening and provide a letter of recommendation; and

2.4.3 The Architect will attend two meetings as required to complete this phase and assist the client with the approval of the construction contract.

2.4.4 ***The Client will provide the BEP goals/requirements for the project. The College will coordinate the BEP approval with the State of Illinois diversity requirements.***

2.5 Construction Phase:

2.5.1 The Architect will assist in administering the Contract for Construction; and

2.5.2 The Architect will attend Pre-Construction Meetings, ***a total of 5 video conference*** Owner-Architect-General Contractor meetings while construction operations are in progress, and Closeout Coordination Meetings. Meetings will be videoconferences; and

2.5.3 The Architect will perform limited job-site observations while construction operations are in progress. We have included 3 Architectural site visits and 3 MEP/T site visits as part of basic services; and

2.5.4 The Architect and MEP/T engineer will provide a punchlist; and

2.5.5 The Architect will assist the Client with facilitating project closeout.

3.0 Deliverables

3.1 Construction Documents will consist of limited drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

4.0 Project Schedule

4.1 The schedule for design and construction phase by the Client in conjunction with the Architect. Refer to article 1.6 for a preliminary schedule.

4.2 Once established, the project schedule is subject to decisions made in a timely manner pertaining to the documents submitted by the Architect for review in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.3 Note, mechanical and electrical equipment delivery times have had extremely long at times. Schedule is currently an estimate and will need to be developed.

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5.0 Compensation

- 5.1 The Client will compensate the Architect for the basic services outlined in AIA Document B101 on a Lump Sum basis based upon the breakdown below:

5.1.1 *Fee Breakdown Part A – Documentation*

5.1.1.1 Document Mechanical – RTM	\$9,500 x 1.25	\$11,875
5.1.1.2 Management, Roof Plan, Site Plan, Legat 25hrs		\$5,000
Subtotal Part A		\$5,000

5.1.2 *Fee Breakdown Part B – Design/CDs/Bidding/CA*

5.1.2.1 Design of HVAC System – RTM	\$13,800 x 1.25	\$17,250
5.1.2.2 Construction Documents – RTM	\$12,250 x 1.25	\$15,312
5.1.2.3 Const Doc / Proj. Manual – Legat Roof/Interior		\$8,600
5.1.2.4 Bidding – Legat		\$4,500
5.1.2.5 Construction Admin – RTM	\$5,600 x 1.25	\$7,000
5.1.2.6 Construction Admin – Legat	3 visits/5 conf calls	\$7,500
5.1.2.7 Cost Estimate – RTM/Legat		\$6,500
Subtotal Part B - Design/CD/BN/CA		\$60,162

5.1.3 Printing Reimbursable Allowance	\$1,000
Total Part A + Part B + Reimb Allowance	\$66,162

- 5.1.4 When approved in advance by the college, Additional site visits (beyond basic services) for MEP will be billed hourly or at \$1,155 per visit. Additional Architectural site construction observation visits (beyond basic services) visits will be billed as hourly or as \$1,140 per visit.

- 5.2 When stipulated and approved by the Client, the Client will compensate the Architect on a Time and Material basis using the Schedule of Billable Rates attached as "Exhibit A".
- 5.3 Reimbursable Expenses will be in addition to the Architect's compensation and shall be invoiced using the multipliers indicated below times the expenses incurred by Legat Architects. Allowances for reproduction are not included in the lumpsum above and shall be billed as invoices received from printing/postage/additional work when authorized.
- 5.3.1 Reproduction costs for drawings, specifications, addenda, reports, etc. required to be submitted at the end of each contractual phase and for bidding purposes shall be invoiced at 1.05 times.
- 5.3.2 Postage and delivery charges for bid documents and materials requested by the Client or required by authorities having jurisdiction shall be invoiced at 1.05 times.
- 5.3.3 Necessary consultants, including Structural or MEP testing services, as approved by the Client will be invoiced at 1.25 times.

- 5.3.4 Specialty consultants to provide boundary and topographic surveys and construction materials testing will be invoiced at 1.05 times.
- 5.3.5 Other specialty consultants as approved by the Client will be invoiced at 1.25 times.

6.0 Client's Responsibilities

- 6.1 The Client will provide access to the Project Locations and facilities and to all original construction drawings, as-built documents, etc. that document the existing conditions. **(It is understood that the college has no existing documents of the building.)**
- 6.2 The Client will provide floor plans for each Project Location in a digital format compatible with either Autodesk AutoCAD software or Autodesk Revit software. **(It is understood that the college has no existing documents of the building. The drawings created by the A/E team may be limited to the roof plan in the area of the Roof Top Unit)**
- 6.3 The Client will designate a representative authorized to act on the Client's behalf with respect to the projects. The authorized representative will render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 6.4 The Client will provide a letter, testing or other documents indicating the spaces are free of hazardous materials.
- 6.5 The existing mechanical system may need to be tested for air flow prior to the design or renovation of the space. If desired, the Client may provide the testing prior to producing bid documents for incorporation or the testing can be part of the contractor scope during construction. **Costs for such testing are not included in the compensation above.**

7.0 Miscellaneous Provisions

- 7.1 ***Understanding the Client has no documentation or drawings of the existing building for use by the architect/engineer, the Client understands the limitations of knowledge of the mechanical and structural systems. The architect and engineer are not engaged or approved to create drawings or diagrams of the existing building or systems relating to floor plans, mechanical, structural, BAS, etc of the building. The A/E services do not include evaluation or changes to the existing mechanical system, (Ducts, distribution, diffusers, controls, BAS, acoustics, air noise, performance). The Architect and engineer have not included development of drawings or documentation of 1/2/3rd floors. The Owner understands with this limited information, the architect and engineer assume no responsibility for the***

current or future functioning of the mechanical systems or BAS system of the buildings.

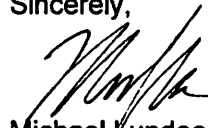
- 7.2 Unless otherwise provided in this Agreement, Legat Architects and Legat Architects' consultants will have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- ~~7.3 Estimates of Probable Cost will be completed by referencing several sources, including active construction projects involving Legat Architects, R.S. Means Construction Cost Data, and historical construction information.~~
- 7.4 Legat Architects reserves the right to renegotiate the lump sum amount should the Scope of Work or Budget as currently defined be reasonably altered.
- 7.5 Understanding the mechanical units have very long lead times, it is understood that the mechanical units may not be available to contractors until after the dates indicated above or later. Expediting/requiring the delivery earlier could impact the costs. The Architect does not assume any liability for decisions, construction bids, or additional construction costs/change orders due to the project being expedited or extended timelines.

This proposal is based upon the terms and conditions of the AIA Document B101, Standard Form of Agreement Between Owner and Architect, 2017 edition previously executed. The attached amendment to our AIA Owner & Architect agreement should be executed with this proposal.

Please note that Legat Architects will not begin work until written authorization to proceed is received by executing the attached amendment. If a PO is issued, please refer to this proposal and signed amendment.

If you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,



Michael Lundeen, AIA, LEEDap
Principal

Legat Architects, Inc.
549 W. Randolph Street, Suite 602
Chicago, IL 60661

Joseph Florio
Proposal to Provide Professional Architectural Services
Morton College – Building B Rooftop 9 & 12 Replacement
December 4, 2024 - Revised, Page 8 of 8

ML/ML

ATTACHMENTS EXHIBIT A - Schedule of Billable Rates
 EXHIBIT B – RTM Engineering Proposal R2, dated Sept 10, 2024
 EXHIBIT C - Scope of work roof plan of building B.
 G802 Amendment #001 – Bldg. B RTU Replacement

EC Robin Randall, Legat Architects
 Zach Wiese, Legat Architects
 Proposal File – Morton College

FILENAME 101_PRO_Proposal-Arch_Serv_Morton_Bldg_B_RTU_Legat_Revised2_20241204

AUTHORIZATION Refer to attached AIAG802 Amendment #001.

LEGAT ARCHITECTS

Design with a Difference

Schedule of Billable Rates

Exhibit "A"

ORGANIZATION Morton College

PROJECT TITLE Morton College – Building B RTU 9 &11 Replacement

DATE December 4, 2024

BILLING RATES:

For the current calendar year, time spent by our staff members will be billed at the following hourly rates:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$ 265.00
Project Manager.....	\$ 250.00
Project Associate/Architect	\$ 190.00
Associate.....	\$ 150.00
Graphic Designer	\$ 130.00
Student / Clerical.....	\$ 100.00

CONSULTANTS

Professional services for consultants and their expenses will be billed per contract terms the actual cost to the firm. These consultants may include, but not be limited to, the following: mechanical, electrical, plumbing, structural and civil engineers, kitchen, landscaping, acoustical, lighting, elevator, traffic, life safety, cost estimating, along with any other consultants that may be required.

REIMBURSABLE EXPENSES

Reimbursable expenses are those out-of-pocket expenses incurred by our firm in the course of providing professional services to our clients and will be billed at 1.1 times the actual cost to cover administrative expenses. These expenses may include, but not be limited to, the following: transportation, lodging and meals while traveling, postage and delivery charges, reproduction costs for drawings, specifications, addenda, reports, etc. and photography and rendering costs

NOTE

These rates are subject to change annually on December 31.



September 10, 2024

Michael Lundeen, AIA
Legat Architects
549 W Randolph St, Ste 602
Chicago, IL 60661

**Confidential Proposal
REVISION_02**

RE: Proposal for MEP Engineering Services
Morton College Summer 2024 RTU Replacement
Morton Grove, IL

Dear Michael,

We are pleased to provide you with the attached proposal for the design of replacement Roof Top Units on the "B" Building located on the Morton College Campus. RTU's #9 and #12, which are existing Trane Multizone units are not functioning properly, require a lot of maintenance and have obsolete parts. Morton College would like to replace these units with new, York RTU's and integrate them into the JCI BAS system on campus.

Founded in 1981, RTM Engineering Consultants, LLC is a national, multi-disciplinary engineering consulting firm that is well equipped and highly qualified to serve as engineers, designers, project managers, and expert consultants for your project needs. We have assembled a team of talented and experienced professionals ready and able to bring creativity, enthusiasm, and accountability to the project.

Because of our expertise in engineering design and our proactive, collaborative approach, we are confident we will surpass your expectations and provide a successful project delivery. We look forward to working with you. If you have any questions about this proposal, please contact me at the phone listed below.

Respectfully,

A handwritten signature in black ink, reading "Allison Graves".

Allison Graves, P.E.
allison.graves@rtmec.com
312.216.0515
RTM Engineering Consultants, LLC

National Resources, Local Relationships

Schaumburg | Chicago | Davenport | Milwaukee | Dallas | Orlando | Springfield
Overland Park | Denver | Seattle | Palm Desert | Newport Beach | Laguna Woods
rtmec.com



1. PART A – 3rd Floor HVAC Study

- ~~Survey 3rd Floor Ventilations system~~
- ~~Create As-Built plans of distribution~~
- ~~Perform Load Calculations for existing spaces~~
- ~~Create new airflow balance requirements for spaces as currently operating~~
- ~~Issue a T&B scope of work document for implementation~~
- Provide a short RFP for test & balance in order to obtain overall performance of existing units. Note that the data from this T&B will be used for selection of new units.

2. PART B – RTU Replacement

- Survey existing RTU #9 and #12 installation for demolition plans
- ~~Perform engineering calculations to determine proper equipment sizing~~
 - Select new units based on T&B data provided
- ~~Provide equipment configuration options for discussion with college~~
- With selected system options, provide new installation design drawings
- ~~Provide cost estimate for final design~~
- Perform construction administration.

3. PROJECT PHASING AND DELIVERABLES

3.1. Schematic / Design Development Phase

- 3.1.1. Written narrative of project description with all utilities and system types discussed
- 3.1.2. Code reviews completed
- 3.1.3. Kickoff meeting attended
- 3.1.4. Conceptual design shown on documents
- 3.1.5. Equipment located on plans
- 3.1.6. Design comments described on plans
- 3.1.7. Cut sheets of major equipment

3.2. Construction Documents

- 3.2.1. Energy Compliance Documentation, including:
 - 3.2.1.1. Mechanical and power compliance check
- 3.2.2. Mechanical HVAC drawings, including:
 - 3.2.2.1. Load calculations and equipment selection and specification
 - 3.2.2.2. Ductwork design reconnection requirements
 - 3.2.2.3. Natural gas piping to new HVAC equipment as necessary
 - 3.2.2.4. Multi-zone system reconfiguration within new RTUs
 - 3.2.2.5. Design intent of equipment curb and supplemental steel requirements
 - 3.2.2.6. Design of New Building Automation System for new RTUs and associated spaces served by them
 - 3.2.2.7. Permit required ventilation calculations and schedules
- 3.2.3. Plumbing drawings, including:
 - 3.2.3.1. Modifications of roof drain configuration if required
- 3.2.4. Fire Protection drawings, including:
 - 3.2.4.1. No Fire protection scope of work
- 3.2.5. Electrical drawings, including:
 - 3.2.5.1. Power modifications with load calculations
 - 3.2.5.2. General receptacle location and circuiting for equipment



3.2.5.3. Life safety smoke detection and fire alarm

3.2.5.4. Power for low voltage BAS system

4. CONSTRUCTION ADMINISTRATION

- 4.1. Review of Shop Drawings
- 4.2. Response to contractor RFI's
- 4.3. Misc. project management
- 4.4. Three (3) site visits during construction
- 4.5. One final punchlist

5. EXCLUSIONS

- 5.1. The following services are not included in the scope of work:
 - 5.1.1. Design modifications for any zone distribution on occupied floors
 - 5.1.2. Structural engineering and/or design
 - 5.1.3. Design of new hydronic heating systems for building
 - 5.1.4. Major modifications of electrical system infrastructure
 - 5.1.5. Redesign of 3rd Floor ductwork distribution
 - 5.1.6. In-person meetings with the Building Department or Plans Reviewer(s)
 - 5.1.7. Permit expediting services
 - 5.1.8. Additional site meetings or visits beyond listed in base scope
 - 5.1.9. Building envelope ComCheck
 - 5.1.10. Energy modeling and system comparison operating cost analysis
 - 5.1.11. LEED design documentation and commissioning services
 - 5.1.12. Creation of as-built drawings
 - 5.1.13. Cost estimating
 - 5.1.14. Utility company energy incentive meeting, reviews or responses
 - 5.1.15. Value engineering after issuance of construction documents
 - 5.1.16. Modifications to construction drawings to accommodate field changes
 - 5.1.17. Upgrades to the base building utilities

*Services that are excluded can be provided for an additional fee at the request of the client

6. MODELING SOFTWARE

- 6.1. The plans will be developed in Revit. Our base services will bring the plans to a Level of Development = 200
 - 6.1.1. The REVIT model will not be part of the overall delivery. Revit model to be provided by the architect.
 - 6.1.2. The REVIT model will be constructed based on level of design (LOD) 200.
 - 6.1.3. All clash detection will be coordinated down to minimum pipe size of 2" including electrical, sanitary, domestic water, and sprinkler piping.
 - 6.1.4. Electrical conduits will only be modeled 2" and over in size or a bank of conduits penetrating the structure.
 - 6.1.5. Electrical fixtures and circuiting will be displayed; individual branch circuits will not be modeled.
 - 6.1.6. Mechanical duct work will be fully modeled.
 - 6.1.7. Fire protection main service and riser will be coordinated and fully modeled; individual branch piping for the fire protection system will not be modeled.



7. COMPENSATION

For the work outlined above in this proposal, our engineering fees are as follows:

3rd Floor HVAC Analysis (Base Fee)	\$ 9,500
Schematic / Design Development (Base Fee)	\$ 13,800
Permit/Construction Documents (Base Fee)	\$ 12,250
Cost Estimate (Base Fee)	\$ 3,750
Construction Administration (Base Fee)	\$ 5,600
<u>TOTAL BASE FEES:</u>	<u>\$ 31,650</u>

Minor variations are expected to occur in the Scope of the Project that should not alter the above estimate. In the event that the physical scope of the project, time of completion, or the services required are materially changed or the projections of the program are radically modified, thereafter appropriate adjustments will be made to the fixed fee to compensate for any reduction or addition to the basic services. Adjustments to the lump sum fee will be made at the rate shown in the 'Hourly Rate Schedule' of this proposal.

6. HOURLY RATE SCHEDULE

Time and material expenses shall be billed at the rates shown below.

<u>CATEGORY</u>	<u>HOURLY RATES</u>
Principal	\$225.00/Hr.
Associate	\$185.00/Hr.
Senior Design Engineer	\$175.00/Hr.
Design Engineer	\$165.00/Hr.
BIM Technician	\$125.00/Hr.
Clerical	\$90.00/Hr.
Travel & Parking:	Included in base fee
Printing & Cad plots:	Actual expense

7. PROJECT RELATED EXPENSES

Travel and parking are included in base fee. All other expenses will be billed at cost with 0% mark-up

8. SCHEDULE OF PAYMENTS

For the basic services described in this proposal, we request the following terms of payments:



- 8.1 Payment of invoices to RTM Engineering Consultants, LLC, shall be within a maximum of thirty (30) days net after issue of invoices.
- 8.2 Monthly submittal of invoices for the services rendered.
- 8.3 Any additional services not covered in this Proposal will be billed at the rates shown in 'Hourly Rate Schedule.'

9. GENERAL PROVISIONS

Our ability to carry out the required work is heavily dependent upon our past experience. We will preserve the confidential nature of any information received from you or developed during the work in accordance with our established professional standards.

Neither party will use the name of the other for advertising or promotional purposes without prior permission in writing.

Technical data, documents, drawings, specifications, or memoranda resulting from this assignment are not to be reproduced in whole or in part for use outside our organization without prior written approval.

Any statement of probable construction costs prepared as a part of our services represents our best judgment based on familiarity with the construction industry. It is recognized, however, that we have no control over the cost of labor, materials or equipment, or over the contractor's methods of determining bid prices and cost of services. Accordingly, we do not warrant that estimates or prices may not vary from the project budget prepared by us.

We will devote our best efforts to carrying out the work required. The results obtained from our recommendations and documents will be in our best judgment based upon the information available to us. In any event, our liability shall not be greater than the amount paid to us for the services rendered.

ACCEPTED BY:

By: _____

Printed Name: _____

Company: _____

Date: _____

SUBMITTED BY:

A handwritten signature in cursive script that reads "Allison Graves".

Allison Graves, P.E.

RTM Engineering Consultants, LLC



RTM Engineering Consultants, LLC Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference into and made a part of the proposal and agreements between RTM and Client. In the event of a conflict between these Standard Terms and Conditions and any proposal or agreement between RTM and Client, these Standard Terms and Conditions shall govern.

1. **Parties.** "Client" shall be the party identified as such in the proposal or agreement, or, if none is defined, shall be the party to whom the proposal or agreement is addressed. "RTM" shall mean RTM Engineering Consultants, LLC.

2. **Client and Project Information.** Client shall provide accurate information regarding the Project, as applicable and as is available, including surveys, as-built drawings, all known site conditions, restrictions, permit requirements, easements, and legal requirements applicable to the property; a program setting forth objectives, schedule, and constraints; a budget with reasonable contingencies; and criteria for rendition of services by RTM. RTM shall be entitled to rely on the accuracy and completeness of all information and services provided by Client.

3. **Scope of Services.** RTM's scope of services shall include only those services identified in the proposal or agreement. The duties, responsibilities, and limitations of authority of RTM shall not be restricted, modified, or extended without a signed, written agreement between Client and RTM. Neither Client nor RTM shall make changes to the other's instruments of service.

4. **Additional Services.** Services requested, authorized or confirmed in writing, signed or initiated by Client and not described above, including any other services not otherwise expressly included in the proposal or agreement, or not customarily furnished as basic services in a generally accepted consulting engineer practice, shall constitute additional services compensable as mutually agreed or as provided herein ("Additional Services"). If no agreement is reached in advance, time spent by RTM providing Additional Services shall be billed at the rates set forth in the Hourly Fee Schedule.

5. **Schedule, Budget, and Standard of Care.** RTM shall perform its services as expeditiously as is consistent with reasonable skill and care. RTM agrees to perform its services in a manner that is consistent with the degree of care and skill ordinarily exercised by members of the same profession under similar circumstances. In providing services under this agreement under this standard of care, however, RTM makes no express or implied warranties or guarantees. RTM's opinions or evaluations of the Project's budget and estimates of construction cost prepared by RTM represent RTM's reasonable judgment as a design professional familiar with the industry. Client understands neither Client nor RTM can control the costs of labor, materials, or prices under market conditions existing at the time of bidding. RTM's estimate of quantities is provided only as a guide for opinions of cost purposes. The client agrees and understands that the contractor shall be responsible for the final determination of all quantities. As such, RTM cannot and does not warrant or guarantee that the bids or final construction cost will not exceed any estimates given by RTM. If Client has retained or intends to retain separate contractors, consultants, and other professionals in connection with the Project, RTM shall not be responsible for the work, services, acts, errors, or omissions of such separate contractors, consultants, and other professionals.

6. **Construction Administration.** If RTM's services include construction-phase administration of the work in progress, RTM's responsibilities during construction administration may consist of the following duties only as specifically included in RTM's scope of services:

a. Act as a representative, but not an agent, of Client at the site of the Project, with authority only as provided herein. RTM shall (i) have the authority but not the duty to reject work that does not conform to RTM's Contract Documents; (ii) have the authority but not the duty to request additional inspections or testing of the work whenever, in RTM's reasonable opinion, same is necessary or advisable for the implementation of the intent of RTM's Contract Documents; (iii) have the authority to review and comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples required by RTM's Contract Documents, but only for the limited purpose of checking for conformance with Contract Documents (except for dimension, quantities, and installation capability— which are the responsibilities of the Contractor and/or its subcontractors), other information given, and the design concept expressed in the Contract Documents, *provided however*, RTM's

review of a specific item shall not indicate approval of an assembly of which the item is a component; and (iv) with prior written approval from Client, prepare and recommend that Client issue Change Orders and Construction Change Directives, along with supporting documentation and data;

b. Advise and consult with Client during construction on the Project until the final payment to the Contractor is due and, as an Additional Service, during any period thereafter in which changes are to be made by the Contractor;

c. Visit the site of the Project to observe the Work in order to become generally familiar with the progress and quality of the Work included in RTM's Contract Documents and completed to date and to determine whether, in general, the Work included in RTM's Contract Documents is being performed by the Contractor in a manner consistent with the requirements of RTM's Contract Documents: (i) at intervals which are appropriate, in RTM's reasonable discretion, to the stage of construction; or (ii) as otherwise agreed to by Client and RTM in writing, provided however, that in no event shall RTM be required to make exhaustive or continuous on-site inspections in order to check the quality or quantity of the Work, nor shall RTM be responsible for or review of any of Contractor's means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, since these are solely the responsibility of the Contractor. Based upon said observations, RTM shall keep Client reasonably informed of the progress and quality of Work to the extent reasonable under the circumstances and in the exercise of the standard of care provided herein;

d. If included in RTM's scope of services, review and clarify amounts due to the Contractor based on RTM's observations at the site and evaluation of the Contractor's applications for payment. RTM's certification for payment constitutes a representation to Client, based upon RTM's observations at the site and on the data contained in the Contractor's application for payment, that the Work represented therein, to the best of RTM's knowledge, information and belief, has progressed to the point indicated thereon, and that the quality of the Work is in general accordance with all the Contract Documents, provided however, that the issuance of such a certification for payment is not a representation that RTM has: (i) made an exhaustive or continuous on-site inspection to check the quality or quantity of the Work done by the Contractor; (ii) reviewed the construction means, methods, techniques, sequences or procedures used by the Contractor; (iii) reviewed copies of requisitions received from Subcontractors or material suppliers; or (iv) ascertained how or for what purpose the Contractor has used money previously paid under the terms hereof;

e. Conduct observations to determine conformity with the dates of Substantial Completion and Final Completion and to issue a final Certificate of Payment.

f. Upon written request of Client or the Contractor, interpret and decide matters concerning performance thereof under the requirements of the Contract Documents. RTM's response to such requests shall be made with reasonable promptness. When making such interpretations and decisions, RTM shall not be liable for results of interpretations or decisions rendered in good faith and in accordance with the standard of care.

7. **Payment.** Client agrees to pay RTM within 30 days of receipt of RTM's invoice and any supporting documentation reasonably requested by Client. Invoices unpaid after 30 days shall accrue interest at the rate of one percent per month. Should Client fail to pay any amounts due hereunder or for any other services under any other agreements between Client and RTM, and such non-payment exceeds 45 days, RTM may, without prejudice to any other rights and remedies, suspend services on all agreements between Client and RTM until all amounts due are paid in full. In addition, at RTM's option, Client may be required to provide reasonable evidence of financial ability to perform Client's obligations under this Agreement. In the event of such suspension of services by RTM, should Client continue to fail to pay all amounts due in full by the close of business on the thirtieth (30th) day following suspension by RTM, then RTM may, without prejudice to any other rights and remedies, terminate the agreement or agreements between Client and RTM and recover damages. In the event of any suspension of services or termination by RTM for Client's failure to timely pay RTM, or in the event that RTM must enforce the terms of the agreement between Client and RTM, RTM shall have no liability for delays in the progress of the Work and RTM shall be entitled to recover its costs of early suspension or termination, remobilization, reasonable attorneys' fees, costs, and expenses. If Client is another design professional to which RTM is a subconsultant on the Project, the time periods identified in this Section 7 shall be extended by 15 days.

8. **Dispute Resolution.** Any proposals or agreements between Client and RTM shall be governed by the laws of the state in which the project is located without regard to its conflict of law rules. If mutually agreed, the parties may submit any disputes between Client and RTM to mediation, which shall be located in the greater Chicago, Illinois metropolitan area. All costs for such mediation shall be shared equally by the parties.

9. **Electronically Transmitted Data.** Data, design information, specifications, CAD files, or other information transmitted electronically are provided for Client's convenience, but are "as-is" without warranty of media, content, or compatibility with Client's systems. Client acknowledges and accepts the risk and responsibility for damages to Client's hardware or software related to the use or transfer of RTM's electronic data. Client understands that RTM cannot be responsible for unauthorized changes in electronic data and that differences may exist between electronically delivered or transmitted data and the hard copy of instruments of service. In the event of any conflict between RTM's electronically delivered or transmitted data and hard copies of RTM's instruments of service, the hard copies of RTM's instruments of service shall govern. Under no circumstances will RTM's delivery or transmission of electronic data be deemed a sale. With respect to electronically delivered or transmitted data, RTM makes no warranty, either express or implied, of merchantability, compatibility, or fitness for any particular purpose.

10. **Limitation of Liability.** The parties hereby waive, as against each other, any claims for incidental, special, exemplary, or consequential damages. In addition, Client understands and acknowledges that the design and construction process for this Project poses certain risks to both RTM and Client. Client further understands and acknowledges the amount of risk that RTM will accept is tied, in part, to the amount of compensation received for services rendered. RTM's fee for the services offered is based on Client's agreement to limit RTM's liability as described below. Client further acknowledges that were it not for this promise to limit RTM's liability, RTM's compensation would be greater to address the risks posed by this Project. Client, therefore, acknowledges its right to discuss this provision with legal counsel and voluntarily agrees that, to the fullest extent permitted by law, RTM's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project, the proposal, or Agreement from any cause or causes including, but not limited to, RTM's negligence, errors, omissions, breach of contract, or any other legal theory, shall not exceed the greater of (i) total compensation received by RTM under this agreement or (ii) proceeds from available insurance coverage.

11. **Copyrights and Licenses.** RTM shall be considered the author of the drawings, specifications, and other documents prepared by it for the Project ("Instruments of Service"), and RTM shall at all times hold the copyright therein. Upon payment to RTM for all services rendered under the terms of this Agreement, RTM grants to Client a non-exclusive license to use the Instruments of Service in connection with the design, construction, use, maintenance, and occupancy of the Project. If this Agreement is terminated for any reason prior to completion of the Project, Client may use the Instruments of Service in whole or in part in connection with the completion of the Project, so long as RTM has been compensated for all services rendered through the date of termination and Client does not use the Instruments of Service for any other project without obtaining RTM's consent to such use. RTM shall not be responsible for any changes to the Instruments of Service made by anyone other than RTM or for any failure of shop drawings or other submissions to comply with the Instruments of Service if such shop drawing or other submission has not been approved by RTM.

12. **Insurance.** RTM shall maintain customary insurance with limits and exclusions as reasonably determined by RTM.

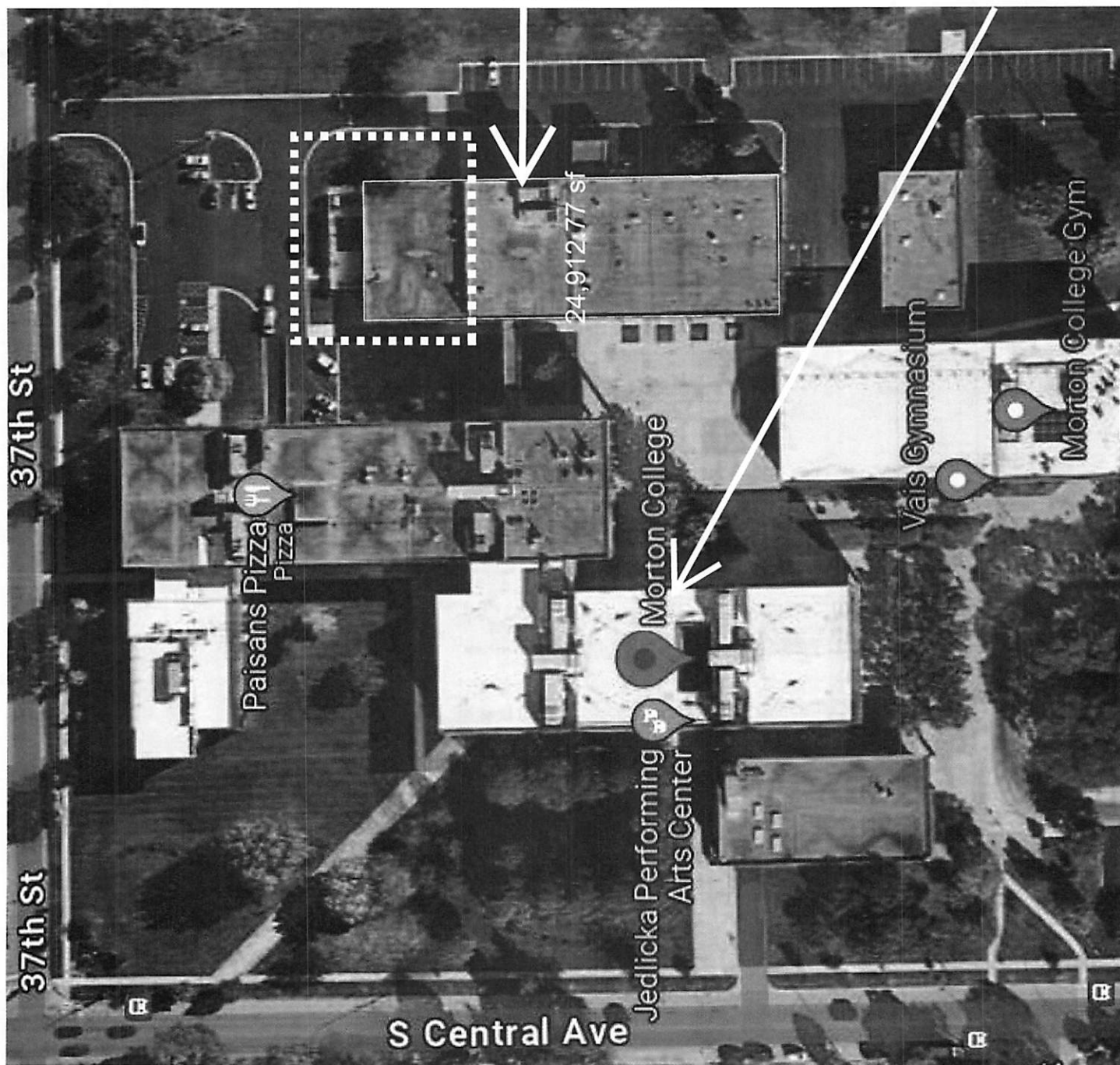
13. **Legal Fees.** In the event of a dispute, the non-prevailing party shall be responsible for the legal fees and costs incurred by the prevailing party.

14. **Successors and Assigns.** Neither party shall assign this Agreement (or any right or cause of action arising out of this Agreement or the performance of obligations hereunder) without the written consent of the other.

15. **Entire Agreement.** This Agreement represents the entire and integrated agreement between Client and RTM and supersedes all prior negotiations, representations, or agreements.

16. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party.

EXHIBIT C



Building D
5,000 SF
(roof
replacement)

Building B -
Replace 2
RTU #9



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Morton College - Bldg B RTU
Replacement #9 & #12
3801 S Central Ave, Cicero, IL 60804

AGREEMENT INFORMATION:
Date: B101-2017 Standard Form of
Agreement Between Owner and
Architect, as modified (Agreement
Dated January 24, 2024)

AMENDMENT INFORMATION:
Amendment Number: 001

Date: December 4, 2024

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

ARCHITECT: *(name and address)*
Legat Architects, Inc.
549 W. Randolph St. Suite 602
Chicago, IL 60661

The Owner and Architect amend the Agreement as follows:

The Agreement for the Morton College Biology Renovation shall be amended as per the attached Proposal letter (dated December 4, 2024), including the following scope of work: Morton College - Bldg. B Roof Top Unit Replacement.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

The Architect's compensation shall be adjusted as per the attached Proposal (dated December 4, 2024).

5.1.1.2	Management, Roof Plan, Site Plan, Legat 25hrs	\$5,000
	Subtotal Part A	\$5,000
5.1.2	Fee Breakdown Part B – Design/CDs/Bidding/CA	
5.1.2.1	Design of HVAC System – RTM \$13,800 x 1.25	\$17,250
5.1.2.2	Construction Documents – RTM \$12,250 x 1.25	\$15,312
5.1.2.3	Const Doc / Proj. Manual – Legat Roof/Interior	\$8,600
5.1.2.4	Bidding – Legat	\$4,500
5.1.2.5	Construction Admin – RTM \$5,600 x 1.25	\$7,000
5.1.2.6	Construction Admin – Legat 3 visits/5 conf calls	\$7,500
	Subtotal Part B - Design/CD/BN/CA	\$60,162
5.1.3	Printing Reimbursable Allowance	\$1,000

Total Part A + Part B + Reimb Allowance \$66,162

Schedule Adjustment:

The Architect anticipates completing documents as per the attached Proposal (dated December 4, 2024).

Refer to proposal for limitations of scope and documentation of the existing building / Mechanical Systems.

Attachments: Legat Architects Proposal dated December 4, 2024 plus Exhibits - 18 pages

SIGNATURES:

Legat Architects, Inc.

ARCHITECT *(Firm name)*

Morton College

OWNER *(Firm name)*

(On previous page)

SIGNATURE

Michael Lundeen
Principal | Secretary

PRINTED NAME AND TITLE

December 4, 2024

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

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

PROPOSED ACTION: Approval of the continuation of agreement with 3OE Higher Education for fiscal year 2024, as submitted.

RATIONALE: Continuation of agreement with 3OE Higher Education Solutions for support of implementation of year 6 Title III MC-Success STEM Grant and general marketing support, effective July 1, 2024, to June 30, 2025, in the amount of \$60,000.00.

COST ANALYSIS:
Total amount of \$60,000.00

MORTON COLLEGE - 3OE-SOLUTIONS INDEPENDENT CONTRACTOR AGREEMENT

This Agreement outlines the arrangement between 3OE-SOLUTIONS, a registered company, and MORTON COLLEGE, hereafter referred to as CLIENT. 3OE-SOLUTIONS and CLIENT are the only parties to this Agreement.

The scope of work to be performed during the term of the agreement includes:

1. Comprehensive strategic planning updates for Academic Years 2024-2025 through 2026-2027 and management of the Support Unit and Academic Unit planning system. This will involve the development and refinement of written documentation that outlines key objectives, actions, and metrics to guide CLIENT's strategic direction.
2. Updates will be implemented on the strategic plan website to ensure that all stakeholders have access to current information and progress reports.
3. Beyond strategic planning, the agreement will also encompass other marketing functions as necessary to enhance the CLIENT's outreach and engagement efforts, including the design and buildout of a new website for the CLIENT.
4. Continued services in support of the Title III STEM grant award NCE Year 6.
5. Ongoing development of 100th year anniversary marketing collateral.

These activities will be aligned with the overall strategic goals of CLIENT and will support its mission to provide quality education and services to the community.

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

1. TERM OF THE AGREEMENT

The term of this Agreement is effective from **7/1/24** to **5/30/25**. Either party may terminate this Agreement on thirty (30) days' written notice. All provisions of this Agreement shall apply to all services and all periods of time in which 3OE-SOLUTIONS renders services for or on behalf of CLIENT, regardless of the date on which the Agreement is actually executed.

2. INDEPENDENT CONTRACTOR STATUS

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

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

**MORTON COLLEGE - 3OE-SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT**

3. LICENSING REQUIREMENTS

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

4. TAX RESPONSIBILITIES

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

5. INSURANCE

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

6. PERFORMANCE OF SERVICES

3OE-SOLUTIONS shall work on selected projects designated by CLIENT and related to CLIENTS' Administrative Office as delineated in the opening section of this agreement.

3OE-SOLUTIONS shall be supervised by CLIENTS' Assignees and work in collaboration with:

- CLIENT staff as assigned

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

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

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

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

**MORTON COLLEGE - 3OE-SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT**

7. TIME AND LOCATION OF WORK

3OE-SOLUTIONS shall perform the services required by this Agreement at any place or location and at any time as 3OE-SOLUTIONS and CLIENT deems necessary and appropriate.

8. TERMS OF PAYMENT

CLIENTS agrees to compensate 3OE-SOLUTIONS **\$55,000** for the aforementioned projects, invoiced in 11 monthly payments of **\$5,000**, due on the fifteenth (15th) through May 15, for the duration of the agreement (July, 2024 – November 2024 invoices have been paid in full by the time this agreement is executed due to the federal fiscal year commencing on October 1, pending the final approval by the department of education of NCE Year 6 budget for Title III grant).

9. PAYROLL AND EMPLOYMENT TAXES

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

10. EXPENSES

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

11. INDEMNIFICATION

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

MORTON COLLEGE - 3OE-SOLUTIONS INDEPENDENT CONTRACTOR AGREEMENT

12. CONFIDENTIALITY

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

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

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

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

13. SUBSIDIARY OR AFFILIATE OF CONTRACTOR

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

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

**MORTON COLLEGE - 3OE-SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT**

services directly to the CLIENT. 3OE-SOLUTIONS must disclose all financial gains resulting from vendor contracts or for service procured by third party vendors.

14. NOTICES

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

If to CLIENT: MORTON COLLEGE
 3801 S. Central Ave.
 Cicero, IL 60804

If to 3OE-SOLUTIONS: Peter A. Castor
 3OE-SOLUTIONS

15. MISCELLANEOUS

A. Construction and Governing Law

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

B. Modification

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

**MORTON COLLEGE - 3OE-SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT**

C. Headings

The headings used herein form no substantive part of this Agreement, are for the convenience of the parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

D. Facsimile Transmission

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

E. Non-Assignment

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

F. Partial Invalidity

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

17. ENTIRE AGREEMENT

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

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

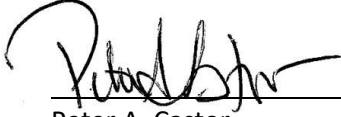
This Agreement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

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

**MORTON COLLEGE - 3OE-SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT**

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

3OE-SOLUTIONS – INDEPENDENT CONT.:



Nov 17 2024

Peter A. Castor
President

Date

MORTON COLLEGE — CLIENT:

Dr. Keith McLaughlin
President

Date

PROPOSED ACTION:

THAT THE BOARD APPROVE THE LICENSE FEE FOR THE AGREEMENT BETWEEN MORTON COLLEGE AND ACUE.

RATIONALE:

\$50,000 to ACUE to provide Faculty professional development opportunities to include: designing an effective course, establishing a productive, learning environment, using active learning strategies, promoting higher order thinking, and assessing to inform instruction and promote learning to assist in meeting program accreditation requirements.

*The funding source of \$30,000.00 will be coming from the Perkins Grant.

COST ANALYSIS:

\$50,000

ATTACHMENT:

ACUE MASTER SERVICE AGREEMENT
ACUE SUBSCRIPTION ORDER FORM #2

November 26, 2024

Morton College
3801 S Central Ave
Cicero, IL 60804

To Whom It May Concern:

ACUE welcomes the opportunity to work with your institution to further our shared goals. Our mission is *to ensure student success through quality instruction*. In service of our mission, we work with colleges and universities to plan, design and implement high-quality faculty professional development and credentialing programs that result in the only [nationally recognized teaching credential](#).

ACUE's procurement process involves two primary contracting documents:

- **Master Services Agreement**, which defines the legal terms that govern our work; and
- **Order Form**, which sets forth the services, pricing, billing schedule, and terms of a purchase.

We request signatures from a duly authorized individual on both the Master Services Agreement and Order Form for the first order with your institution, and typically only the Order Form for each order thereafter. Digital signatures are acceptable.

If additional documentation is required in support of the procurement process, contact your Partnership Director or email accounting@acue.org. We are pleased to be working together to impact student success at your institution.

Respectfully,



Doug Saidenberg
Chief Financial Officer, ACUE

MASTER SERVICES AGREEMENT FOR EDUCATIONAL SOFTWARE AND RELATED SERVICES

This Master Services Agreement (the “Agreement”) is entered into by and between EdCERT, LLC d/b/a ACUE (“ACUE”), a Delaware limited liability company located at 745 Fifth Avenue #500 New York, NY 10151 and Morton College (“CLIENT”). CLIENT is a public community college located at 3801 S Central Ave, Cicero, IL 60804. ACUE and CLIENT shall be referred to collectively herein as the “Parties.”

WHEREAS, ACUE, in collaboration with the American Council on Education (ACE), supports colleges and universities to meet their goals for student success through scalable programs of faculty development and credentialing; and

WHEREAS, CLIENT is a public community college with a mission to enhance the quality of life of our diverse community through exemplary teaching and learning opportunities, community service, and life-long learning; and

WHEREAS, ACUE and CLIENT recognize that quality instruction leads to stronger student outcomes; and

WHEREAS, ACUE and CLIENT wish to formalize a relationship to implement a faculty development program to meaningfully improve student outcomes;

NOW, THEREFORE, the Parties agree as follows:

1. USE RIGHTS; RESTRICTIONS

- 1.1 Services to be Provided. ACUE shall provide services to CLIENT during the Term (as defined in Section 6) as set forth in quotes or order forms to this Agreement and in accordance with the terms and conditions hereof (the “Services”). ACUE shall have the right to use its employees and/or independent contractors to perform the Services. On the effective date set forth in quotes or order forms to this Agreement, CLIENT shall provide ACUE with all information, to the extent such information is available, necessary to provide the Services. Additionally, upon ACUE’s request from time-to-time, to the extent such information is available, CLIENT shall provide ACUE with all materials, information and access to its premises that are reasonably necessary to provide the Services. ACUE shall be excused from any delay to deliver the Services to the extent that such delay occurs as a result of failure or untimely performance by CLIENT. ACUE and CLIENT may enter into multiple quotes or order forms to this Agreement as may be advisable and necessary to clarify mutual responsibilities as agreed to between the Parties.
- 1.2 Access to Services. Subject to the terms and conditions of this Agreement, including CLIENT’s payment obligations hereunder, ACUE hereby grants to CLIENT a non-exclusive right to access and use the Services during the Term solely for CLIENT’s bona fide internal business purposes in the ordinary course of business. CLIENT acknowledges that access to ACUE’s faculty development program (the “Program”) will not be available to CLIENT or Authorized Users prior to applicable course start dates. Portions of the Services are provided only to Authorized Users (as defined in Section 1.5) who have received a password permitting them to access such Services (the “Restricted Website Services”). During the Term, Authorized Users shall have the right to access and use the Restricted Website Services for the duration of the relevant course (the “Access Period”).
- 1.3 Company Content; Downloadable Company Content. During the Access Period, ACUE shall make available to CLIENT and all Authorized Users through the Services certain content and materials (“Company Content”) that are owned by or licensed to ACUE. For any Company Content that ACUE identifies as being available for CLIENT and Authorized Users to access, print or download and store as part of the Services

("Downloadable Company Content"), CLIENT and Authorized Users shall have the right to print or download copies of such Downloadable Company Content during the Access Period; provided, that (i) the Downloadable Company Content is not modified, edited, or taken out of context in any way, (ii) all copyright and other proprietary notices are kept intact, (iii) the phrase "Used with permission of ACUE" is used when displaying or otherwise using such Downloadable Company Content, (iv) the Downloadable Company Content may be requested by the Company to be returned or destroyed in accordance with Section 6.3 hereof upon the expiration or termination of this Agreement and (v) the Company Content and the Downloadable Company Content is used by CLIENT solely in connection with the Services provided to CLIENT pursuant to this Agreement.

1.4 Restrictions. Except as expressly set forth in this Agreement, the rights and licenses herein are granted subject to the following restrictions:

CLIENT shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, or distribute to third parties, or time share or otherwise commercially exploit or make the Services available to any third party, other than as expressly permitted by this Agreement; (ii) copy, edit, reproduce, modify, distribute, transmit, sell, display, perform, license, sublicense, make translations or other derivative works of, or otherwise use, take out of context, or exploit any Company Content for any purpose not authorized in this Agreement without the express prior written consent of ACUE or the respective licensors of the Company Content; (iii) remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Company Content; (iv) use the Services to process data on behalf of third parties; (v) knowingly interfere with or disrupt the integrity or performance of the Services; (vi) attempt to gain unauthorized access to the Services, or to modify, translate, decompile, disassemble, use reverse engineering or otherwise attempt to derive the source code for the computer systems and other technology that operate the Services or otherwise tamper with security components, usage rules or other protective measures applicable to the Services, Company Content or Customer Content (as defined in Section 1.7); or (vii) knowingly use the Services, including the Restricted Website Services, to store or transmit infringing, libelous, or otherwise unlawful or tortious content or material, or to store or transmit content or material in violation of any rights of any third party.

1.5 Authorized Users. "Authorized Users" shall mean the faculty (or other course-takers) identified by CLIENT and personnel of CLIENT responsible for monitoring and administering the Program (including any internal technical support personnel), who are authorized to access the Services using a user identifier and password provided to CLIENT by ACUE. CLIENT is fully responsible for any acts or omissions of its Authorized Users in accessing and using the Services and any Company Content and will ensure that CLIENT and all Authorized Users comply with the Agreement, as well as all laws and regulations that apply to CLIENT's and its Authorized Users' access and use of the Services and the Company Content. CLIENT shall not permit any person or entity other than Authorized Users to access the Services or the Company Content (except for access and use reasonably on behalf of an Authorized User and, notwithstanding anything to the contrary, any such access and use shall not constitute a breach of this Agreement), shall use commercially reasonable efforts to prevent unauthorized access to or use of the Restricted Website Services and to prevent unauthorized downloading or use of any Company Content (including any Downloadable Content), and shall provide ACUE prompt notice of any such unauthorized access, downloading, or use.

1.6 Reservation of Rights. Subject only to the rights expressly granted to CLIENT under this Agreement, as between ACUE and CLIENT (and CLIENT's Authorized Users) all right, title, and interest in and to the Services and the Company Content (for clarity, excluding Customer Content) will remain with and belong solely and exclusively to ACUE.

- 1.7 Customer Content. CLIENT, and not ACUE, shall be responsible for the content, text, and other materials posted on or through the Service by Authorized Users, employees, and other representatives of CLIENT, and any persons authorized by CLIENT to use an Authorized User's user identifier and password, and any content provided to ACUE by CLIENT for inclusion in the Services (collectively, "Customer Content"). CLIENT will acquire the necessary approvals, consents, and license rights needed to provide the Customer Content to ACUE. Subject to ACUE's confidentiality obligations in Section 2, CLIENT hereby grants to ACUE, a worldwide, sub-licensable, royalty-free, perpetual, irrevocable, non-exclusive license to use Customer Content to provide the Services and to create and exercise its rights with respect to Analytics Data (as defined below).
- 1.8 Analytics Data. ACUE may create, use, distribute, and otherwise make use of Analytics Data in any manner and for any purpose, all of which will be owned by and shall be the property of ACUE. "Analytics Data" means aggregated and de-identified data derived from the operation or use of the Services, including data elements derived from Customer Content, and any conclusions, reports, or other data resulting from analysis of such data.

2. CONFIDENTIALITY

As used herein, "Confidential Information" means, any and all information or data, regardless of whether it is in tangible form, disclosed or otherwise made available in connection with this Agreement by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Receiving Party, or that would reasonably be expected to be confidential under the circumstances; provided, however, that in any event ACUE's Confidential Information shall include the features and functions of ACUE's products and services, and CLIENT's Confidential Information shall include Customer Content. Unless otherwise agreed to in writing, the Parties shall refrain from disclosing or revealing Confidential Information of the Disclosing Party to any person or entity other than such individuals who have a need to know the Confidential Information in connection with a bona fide business need or regulatory order, for a period of three (3) years following the expiration of this Agreement. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, ACUE may disclose the terms of this Agreement to existing and potential investors, lenders and acquirers and the legal or financial advisors of the foregoing, as well as ACUE's employees, agents and contractors assisting ACUE with providing the Services or exercising ACUE's rights under this Agreement, in each case, under confidentiality terms substantially similar to those set forth in this Agreement. The obligations in this Section 2 are not applicable to information the Receiving Party can show: (i) is or becomes generally known to the public by any means other than a violation of this Agreement by the Receiving Party; (ii) is information previously known to the Receiving Party; (iii) is information independently developed by or for the Receiving Party; or (iv) is required by law to be released.

3. REPRESENTATIONS, WARRANTIES, AND EXCLUSIONS

- 3.1 Representations and Warranties. ACUE represents and warrants to CLIENT that ACUE shall provide the Services in a professional and workmanlike manner. Each Party represents and warrants to the other Party that such Party has the required rights, power, and authority to enter into this Agreement and to grant all rights, authority, and licenses granted hereunder, and that it will perform its obligations under this Agreement in a manner that complies with applicable laws, rules and regulations.
- 3.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND COMPANY CONTENT ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND AND ACUE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS AND THIRD-PARTY LICENSORS DO NOT MAKE AND TO THE MAXIMUM EXTENT OF THE LAW

EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, CLIENT ACKNOWLEDGES THAT ACUE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED, SECURE, OR ERROR-FREE FASHION AT ALL TIMES. CLIENT MAY NOT MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF ACUE TO ANY AUTHORIZED USERS.

4. INTELLECTUAL PROPERTY INDEMNIFICATION

ACUE agrees to indemnify, defend, and hold CLIENT harmless from and against third-party claims brought against CLIENT that the Services infringe a United States patent, copyright, or trademark. ACUE's obligation in this Section 4 is expressly conditioned upon: (i) ACUE being notified promptly in writing by CLIENT of any such claim; (ii) ACUE having sole control of the defense or settlement of such claim, and CLIENT not making any compromise, admission of liability or settlement or taking any other action impairing the defense of such claim without ACUE's prior written approval; (iii) CLIENT cooperating with ACUE in all reasonable ways to facilitate the settlement or defense of such claim; and (iv) such claim not arising from CLIENT's or any Authorized User's modifications, from ACUE's compliance with CLIENT's designs, specifications or instructions, Customer Content, or from combination, operation or use of Services with other data, services, products or equipment provided by CLIENT or others, or from CLIENT's use of such Services other than in accordance with the Agreement. If use of the Services by CLIENT has become the subject of an infringement claim or ACUE believes such an infringement claim is reasonably likely, ACUE may, at its sole option and expense, (a) use commercially reasonable efforts to procure the right for CLIENT to continue using the infringing Services or (b) replace or modify the same so that it becomes non-infringing; provided, however, that if neither of the foregoing options is commercially feasible, either Party may terminate this Agreement immediately by providing written notice thereof to the other Party. If this Agreement is so terminated, CLIENT's exclusive remedy and ACUE's entire liability shall be direct damages in an amount not to exceed that portion of the fees that corresponds to such infringing Services and that have actually been paid by CLIENT.

THIS SECTION 4 STATES ACUE'S ENTIRE OBLIGATION TO CLIENT AND ITS AUTHORIZED USERS WITH RESPECT TO ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS BROUGHT BY ANY THIRD PARTY.

5. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTION 2 (CONFIDENTIALITY), THE TOTAL AGGREGATE LIABILITY OF ACUE AND ANY THIRD PARTIES INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES (THE "ACUE PARTIES"), COLLECTIVELY, RELATING TO THIS AGREEMENT AND THE SUBJECT MATTER HEREOF, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO ACUE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH DAMAGES. RECOVERY OF ACTUAL AND RECOVERABLE DIRECT DAMAGES, IF ANY, NOT TO EXCEED SUCH AMOUNT SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY. NEITHER THE ACUE PARTIES NOR CLIENT SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS OR LOST SALES OR BUSINESS, EVEN IF SUCH ACUE PARTY OR CLIENT IS ADVISED, KNEW OF, OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.

6. TERM, TERMINATION

- 6.1 Term. The "Term" shall commence on the effective date, and unless earlier terminated as described below, shall continue through December 31, 2024 unless extended by mutual written agreement of the Parties or terminated pursuant to the terms of this Agreement.

- 6.2 Termination. Each Party may terminate this Agreement, without liability, obligation, or penalty of any kind, upon written notice by either party with or without cause at any time during the term after thirty (30) days written notice to the other party.
- 6.3 Obligations on Termination. Upon termination or expiration of this Agreement, except as expressly provided hereunder, all rights granted hereunder and all obligations of ACUE to provide Services shall immediately terminate and the Parties shall (in each Party's sole discretion) return promptly or destroy (and, if applicable, confirm such destruction in writing to the other Party) all tangible material embodying the Confidential Information of the other Party, except for any archived copies automatically created in the ordinary course of the Party's document management systems (it being understood that such archived copies shall still be treated as Confidential Information hereunder and subject to the terms of this Agreement). The Parties agree that any fee(s) paid in connection with an order form under this Agreement are non-refundable if ACUE has performed any service(s) under such order form.
- 6.4 Survival. Termination of this Agreement or expiration of the Term shall not relieve CLIENT from paying all fees (to the extent applicable) accruing prior to termination.

7. GENERAL

- 7.1 Use of Images. CLIENT grants ACUE permission to use the CLIENT name and/or images (i.e., logos) for the purposes of advertising and/or promoting ACUE (including through recognition on ACUE's website and/or marketing materials), or, subject to prior written approval by CLIENT, for other purposes deemed appropriate by ACUE in its reasonable discretion, except to the extent expressly prohibited by law.
- 7.2 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption, or delay in the performance of its obligations to the extent due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, pandemic, labor controversy, civil disturbance, terrorism, or war (whether or not officially declared), or any change in or the adoption of any law, regulation, judgment, or decree (each a "Force Majeure Event"); provided that financial inability in and of itself shall not be a Force Majeure Event. In such event, the Party whose performance has ceased, or been interrupted or delayed, shall, as quickly as practicable under the circumstances, notify the other Party (to be confirmed in writing within five (5) business days of the inception of such delay) and describe at a reasonable level of detail the circumstances of such Force Majeure Event and make commercially reasonable efforts to perform notwithstanding the Force Majeure Event. In the event ACUE is the affected Party and its performance has not been fully resumed within ten (10) days after the first occurrence of the Force Majeure Event, CLIENT may terminate this Agreement immediately upon written notice to ACUE.
- 7.3 Compliance with Laws. In performing the services and other obligations to be performed hereunder, the Parties shall comply with all applicable federal, state, and local laws, rules, and regulations related to the performance of their duties and exercise of their rights hereunder.
- 7.4 No Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other parties express prior written consent. Notwithstanding the foregoing, ACUE may assign or transfer this Agreement, in whole or in part, without restriction, provided that such assignment or transfer (i) is to an affiliate of ACUE, (ii) arises by operation of law, or (iii) occurs in connection with a merger, stock sale, or the sale, transfer or other disposition of all or substantially all of ACUE's assets pertaining to the Services or another similar transaction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, and the Parties' respective successors and permitted assigns. Any attempt by either Party to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing shall be null and void.

- 7.5 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by a duly authorized representative of each Party. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 7.6 Relationship. Nothing in this Agreement shall be construed to place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein shall give rise or is intended to give rise to any rights of any kind to any third parties. For all purposes under this Agreement, ACUE shall be and act as an independent contractor of CLIENT.
- 7.7 Severability. If any provision of this Agreement is found to be unenforceable, then such provision will be revised only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.
- 7.8 Counterparts. This Agreement may be executed and delivered in several counterparts, each of which together shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- 7.9 Governing Law, Jurisdiction. To the extent permitted by law and without CLIENT waiving its sovereign immunity, all disputes, claims, or controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules of conflict of laws. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of Delaware for any litigation between the Parties arising out of or relating to this Agreement.
- 7.10 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed facsimile; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. Notices shall be sent to:

If to ACUE	If to CLIENT
Attn: General Counsel 745 Fifth Avenue #500 New York, NY 10151	


- 7.11 Entire Agreement. This Agreement, together with any order forms, quotes or estimates (each, an "Order" and collectively "Orders") which are incorporated by this reference, constitutes the entire agreement between the Parties. Signed Orders supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter contained herein, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments, or quotations. In the event of a conflict between the Agreement and the Terms of Service posted on the ACUE website used in connection with delivery of the Services, then this Agreement shall prevail to the extent necessary to resolve such conflict.
- 7.12 Cumulative Remedies. Each Party retains all rights not expressly granted hereunder and, subject to the terms hereof, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise

by a Party of any one remedy will not preclude the exercise of any other remedy available under this Agreement or otherwise.

7.13 Effective Date. This Agreement shall be effective upon its full execution by both Parties, and the effective date of this Agreement shall be the last date entered in the signature lines below (the "Effective Date").

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement as of the dates indicated below.

Morton College

By: 
Keith McLaughlin (Jul 6, 2023 17:22 EDT)

Name: Dr. Keith McLaughlin
Title: Interim President
Date: Jul 6, 2023

EdCERT, LLC d/b/a ACUE

By: 

Name: Doug Saidenberg
Title: Chief Financial Officer
Date: July 7, 2023

ORDER FORM #2

This Order Form #2 is entered into as of _____ (the "Order #2 Effective Date") and is governed by the Master Services Agreement (the "Agreement") between EdCERT, LLC dba Association of College and University Educators, ("ACUE") and Morton College dated July 7, 2023. The Term of the Agreement shall be extended and renewed, effective through December 31, 2025, upon signing of this Order Form #2 by the parties. In the event of a conflict between the terms of this Order #2 and the Agreement, the terms of this Order #2 shall prevail.

Order Summary	
Partner	Morton College
Product(s)	Platform Subscription, Level 1
Purchased Learning Credits	5 See Program Terms and Conditions for options regarding usage of Learning Credits.
Complimentary Offerings	Partnership Portal Course-taker Impact Analytics ACUE Commons, Tier 1
ACUE Services and Deliverables	During the License Term, ACUE will provide the services and deliverables described below. See Program Terms and Conditions for service level descriptions, terms and conditions. <ul style="list-style-type: none"> • Deliver a rollout plan that establishes planned usage of Learning Credits; • Designate a Customer Success Director to be the primary contact; • Provision access to Partnership Portal; • Deploy Dedicated Cohort(s) on LMS; • Staff Course Facilitator(s) for Dedicated Cohorts; • Enroll course-takers into Dedicated Cohorts; • Award digital badges and/or certificates; • Administer helpdesk technical support; • Provide scoring and feedback for reflections; and • Produce Course-taker Impact Analytics reporting.
Partner Responsibilities	Partner acknowledges the responsibilities described below align with ACUE success factors and serve to maximize likelihood of program success against stated goals. <ul style="list-style-type: none"> • Appoint an Executive Sponsor to champion the program; • Appoint a Campus Lead to be the primary day-to-day owner of the program; • Collaborate with ACUE to develop a rollout plan; • Understand and adhere to scheduling guidelines; and • Lead course-taker recruiting aligned with established best practices.
Platform Subscription License Term	Commencing on February 1, 2025 and ending one year thereafter. The Term is subject to Partner's payment obligations and termination provisions of the MSA.
ACUE Commons, Tier 1 License Term	Commencing on Order #2 Effective Date and ending one year thereafter. The Term is subject to Partner's payment obligations and termination provisions of the MSA.

License Fees	\$50,000 due as specified in Payment Terms
Payment Terms	<p>Partner shall pay ACUE the License Fees listed above as follows:</p> <p style="text-align: center;">Year 1: \$50,000 invoiced on signing, net 30</p> <p>Partner agrees to pay all applicable taxes associated with Fees due under this Order Form. If Partner is exempt from taxes, Partner shall deliver to ACUE an exemption certificate on signing. ACUE will invoice Partner at least thirty (30) days prior to an invoice due date.</p>

This Order Form #2 is subject to the following Program Terms and Conditions:

- 1) **Definitions:** The following terms have the meaning set below:
 - a) **Access Period:** The duration of the ACUE Platform Subscription, aligned with the License Term, during which time ACUE renders the Services and Deliverables described in Order Summary
 - b) **Add-on Credits:** Learning Credits purchased during the License Term.
 - c) **Campus Lead:** The individual designated to lead the ACUE program day-to-day including (i) managing against rollout plan, (ii) serving as Partnership Portal administrator, (iii) implementing a recruiting plan aligned with best practices; and (iv) serving as primary point of contact for day-to-day work.
 - d) **Course Facilitator:** An expert in teaching and learning responsible to conduct course launches and guide course-taker implementation and completion.
 - e) **Customer Success Director:** Primary point of contact responsible for ensuring program success through relationship management, project management and a deep knowledge of ACUE offerings.
 - f) **Dedicated Cohort:** ACUE courses where enrollment is comprised exclusively of Partner-designated course-takers, and aligned with ACUE institutional scheduling and implementation guidelines.
 - g) **Effective Teaching Practice Framework:** A leading statement of the core competencies that every college and university educator needs to deliver quality instruction, endorsed by the American Council on Education.
 - h) **Executive Sponsor:** A senior-level leader who champions program success at key touchpoints including: (i) by introducing ACUE campus-wide, (ii) motivating course-takers around course starts and mid-program, (iii) participating or supporting ACUE recognition ceremonies, (iv) appointing a Campus Lead for day-to-day operational needs and (v) aligning appropriate incentives with course-taker success.
 - i) **Course-taker Impact Analytics:** Periodic reporting geared towards administrators that include aggregated, anonymized data about learning, implementation, self-efficacy, engagement and completion.
 - j) **Comprehensive Courses for Certification:** 25-week courses, with requirements commensurate with a three-credit graduate-level course, aligned to the Effective Teaching Practice Framework, that prepare faculty with the comprehensive set of evidence-based skills to be effective in the classroom. Completing a comprehensive course results in a certification in the Effective Teaching Practice Framework, awarded in collaboration with the American Council on Education.

- k) **Learning Credits:** credits that can be exchanged for ACUE courses and related services during the Access Period, as shown in the table below. The Course Catalog is included in Appendix A.

Table 1: Learning Credit Legend

ACUE Offering	Learning Credits	Usage Metric
Comprehensive Courses for Certification	5	Per Dedicated Cohort
True-up Courses	4	Per Dedicated Cohort
Courses	2	Per Dedicated Cohort
Student Survey Center	1	For up to five Dedicated Cohorts

- l) **Courses:** Multiple short-duration modules that prepare course-takers with evidence-based skills to be effective educators. Completing a four-course pathway earns a certificate in the Effective Teaching Practice Framework.
- m) **Partnership Portal:** a dedicated system to support course-taker recruitment, enrollment and communications.
- n) **Platform Subscription:** Access to ACUE human and technology resources to deliver professionally facilitated, online courses in effective instruction for faculty and staff and related services during the Access Period.
- o) **True-up Courses:** For individuals who have completed an ACUE course and now want to complete a four-course pathway to certification in the Effective Teaching Practice Framework.
- 2) **Terms and Conditions:** ACUE Services and Deliverables are subject to the following terms and conditions.
- a) **Dedicated Cohort Terms:**
- Courses may start throughout the Access Period aligned with Scheduling Guidelines
 - Up to 33 course-takers may participate in a Dedicated Cohort
 - Up to two (2) observers may join a course, who may not take courses for credit
 - Course End Dates may be extended by ACUE's discretion
 - After each Course End Date, courses remain accessible in a read-only state for one (1) month.
- b) **Scheduling Guidelines:**
- Courses must be scheduled at least 45 days in advance of the course start date
 - Course changes less than 45 days from course start date are subject to a \$2,000 fee
- c) **Student Survey Center terms:**
- Delivered as an add-on to each instance of a Dedicated Cohort
 - For Courses: (i) surveys will remain open for the duration of the course, (ii) course-takers will receive individual reports provided at least 15 survey responses are received.
 - For Comprehensive Courses for Certification: (i) surveys will remain open for two survey windows aligned with the end of the academic term, (ii) course-takers will receive

individual reports provided at least 15 survey responses are received, and (iii) institutions will receive an aggregated report provided at least five course-takers receive responses and at least 100 total survey responses are received.

- d) Add-on Credits may be purchased at any time during the License Term for \$9,250 per credit. Usage of Add-on Credits aligns with the License Term.
- e) If one or more Learning Credits remain unused after an Access Period (each, a “Rollover Credit”), Partner will be entitled as a courtesy to rollover one (1) Learning Credit at no cost provided (i) Partner renews with no lapse in service and (ii) such Rollover Credit is used within three months.
- f) Course-taker Impact Analytics terms:
- Reports group courses by semester of launch
 - Comprehensive Courses for Certification: one mid-course Progress and one Summary Report
 - Courses, one Summary Report
- g) Partnership Portal Terms
- Usage of Partnership Portal aligns with Access Period
 - Partners may designate up to three (3) portal administrators

The prices, terms and conditions contained in this Order Form are valid through December 31, 2024.

ACCEPTED ON BEHALF OF PARTNER	ACCEPTED ON BEHALF OF ACUE
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Appendix A

Course Catalog

Comprehensive Courses for Certification

Effective Teaching Practices, comprised of a four-course pathway

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses

Effective Online Teaching Practices, comprised of a four-course pathway

- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course
- Designing Learner-Centered and Equitable Courses

Pathway Courses to Certification

- Creating an Inclusive and Supportive Learning Environment
- Promoting Active Learning
- Inspiring Inquiry and Preparing Lifelong Learners
- Designing Learner-Centered and Equitable Courses
- Creating an Inclusive and Supportive Online Learning Environment
- Promoting Active Learning Online
- Inspiring Inquiry and Lifelong Learning in Your Online Course

Courses

- Fostering a Culture of Belonging

MORTON COLLEGE BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION

PROPOSED ACTION: THAT THE BOARD APPROVE THE LEGAL REPRESENTATION OF PATRICK J. WALSH OF GRIFFIN WILLIMAS MCMAHON & WALSH, INCREASED TO \$50,000.00.

RATIONALE: PERFORM VARIOUS LEGAL SERVICES.

COST ANALYSIS: INCREASED TO \$50,000.00

ATTACHMENTS: Academic SuperStore QUOTE

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

PROPOSED ACTION: Approval of the purchase of 60 Chromebooks and 10 Laptops from Paragon Micro

RATIONALE

Chromebooks and Laptops will replace out of date technology currently being used by the adult education students and department.

COST ANALYSIS:

\$25,812.20 - Paid from the Digital Instruction Grant which was secured for this purpose.

Paragon Micro

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Bill To:

Morton College
Ruben Ruiz
3801 S Central Ave
Cicero IL 60804



Quote

Q5187937

Date:	Expires:
11/25/2024	12/25/2024
Sales Rep	
Mangan, Marty 847 719 7199 mmangan@paragonmicro.com	
Customer Contact	
Contact: Ruiz, Ruben Account: 18523753 PO#: Phone: 708-656-8000 Email: rruiz@morton.edu	

Ship To:

Morton College
Ruben Ruiz
3801 S Central Ave
Cicero IL 60804

Quote Name			Terms	Cost Center	
HP Chrome/laptop			Net 30		
External Notes					
Qty	MPN	Description	Notes	Unit Price	Total
60	456F8UT#ABA	HP Chromebook 11 G9 Education Edition - Intel Celeron - N4500 / up to 2.8 GHz - Chrome OS - UHD Graphics - 8 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - Wi-Fi 6 - jet black - kbd: US		314.30	18,858.00
10	New Sku Required - Hardware	HP ProBook 445 G11 14" Notebook - WUXGA - AMD Ryzen 5 7535U - 8 GB - 256 GB SSD - English Keyboard - Pike Silver Aluminum mfg #: A1RM1UT#ABA		695.42	6,954.20
		Subtotal			25,812.20
		Shipping Cost (FedEx Ground® (2-5 Business Days))			0.00
		Total			\$25,812.20

We value your business and will continue to provide you with excellent service in addition to our comprehensive product line.

SALES TAXES ARE ESTIMATED and may change depending on the rates levied by the destination's tax jurisdiction at the time of invoicing. Finalized invoice will be sent by Paragon Micro's Accounting Department.

PRICING AND INFORMATION DISCLAIMER: All pricing is subject to change without notice. For all prices, products and offers, Paragon Micro, Inc. reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. While Paragon Micro, Inc. uses reasonable efforts to include accurate and up-to-date information on the Site, Paragon Micro, Inc. makes no warranties or representations as to the Site's accuracy. Paragon Micro, Inc. assumes no liability or responsibility for any errors or omissions in the content on the Site.

Accepted By: Printed Name

Purchase Order #

Authorized Signature

Date

Home > My Account > Shopping Cart

Shopping Cart

CLEAR CART

PRINT

EMAIL CART

ADD TO WISHLIST

CONTINUE SHOPPING

Quick-Add


COLAMCO Part # or MFG Part

1

Qualified For Free Shipping

* Free Shipping may not apply to heavyweight or oversize products. (shipping policy)

[PROCEED TO CHECKOUT](#)

PRODUCT	IN STOCK	UNIT PRICE	QTY	TOTAL	REMOVE
This is a special order item via dropship by the manufacturer. Delivery times depend on the specific item and manufacturer.					
<div><div></div><div>HP Chromebook 11 G9 EE 11" Chromebook - HD - Intel Celeron N4500 - 4 GB - 32 GB Flash Memory COLAMCO Part #: 1-2541367 MFG Part #: 9J456UP#ABA <div><div>Warranties available for this item (view all)</div><div>This item qualifies for free shipping (shipping policy)</div></div></div></div>	<div></div>	\$357.32	<div>60</div> <div>update</div>	\$21,439.20	<div>remove</div>

Shipping

Your order qualified for FREE ground shipping.

Shipping Method*

UPS or FedEx Ground

Enter your shipping zip code to estimate shipping costs and sales tax**

SUBTOTAL

\$21,439.20

SHIPPING

\$0.00

ESTIMATED TAX

Not Calculated

[ARE YOU TAX EXEMPT?](#)

ORDER TOTAL

\$21,439.20

[SHOP](#)[BLOG](#)

SEARCH

SIGN IN

MY CART

MY QUOTE

[WE ACCEPT PURCHASE ORDERS](#)[1 \(877\) 252-0001](#)

MAKERSPACE

ROBOTICS & CODING

ESPORTS

HYBRID LEARNING

3D PRINTING

VR

BUNDLES


NEW STUFF

SERVICES

SALE

BRANDS

Shopping Cart

Item	Price	Qty	Subtotal
<div><div></div><div>HP Chromebook 11 G9 - Education Edition - Celeron Processor N4500 - 4GB Estimated Shipping Date: Due to current orders volumes we are experiencing delayed order fulfillment.</div></div>	\$319.00	<div>60</div>	\$19,140.00
<div><div></div><div></div></div>			

* If you are signed in to your Educator Discount account, the discounts are automatically applied in your cart.

Summary

Estimate Shipping and Tax

Subtotal

\$19,140.00

Shipping (Standard Ground - Shipping Rate)

\$0.00

Tax

\$0.00

Order Total

\$19,140.00

Pay As Low As \$70 per month for 12 months with the HP Credit Account. Total Payments of \$829[^]
[Learn More](#) | [Prequalify Now*](#)

ADD TO CART

● IN STOCK Ships on Dec. 04, 24

☐ Add to compare Product # A3RN1UA#ABA Engineered for Sustainability

Screen Size

14"

16"

YOUR CONFIGURATION

*Price and promotions vary depending on selected configuration.

Operating system ?

Windows 11 Pro

Processor

Intel® Core™ Ultra 5 125U 4.3 GHz

Intel® Core™ Ultra 7
155U 4.8 GHz

Memory

8 GB DDR5-5600
MHz RAM (1 x 8 GB)

16 GB DDR5-5600 MHz RAM (2 x 8 GB) 

32 GB DDR5-5600
MHz RAM (2 x 16 GB)



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HP ProBook 465 G11 16" Notebook - WUXGA - AMD Ryzen 5 7535U - 8 GB - 256 GB SSD - English Keyboard - Pike Silver

MFG # A1RM6UT#ABA

CDW # 7916508

UNSPSC 43211503

~~\$819.00~~ Save \$88.00

\$731.00

Advertised Price

Lease Pricing Available ⓘ

Not Yet Reviewed ☆☆☆☆☆ (0)

1 

Availability: 38 units In Stock

Get it **Thu, Dec 05** if ordered within 2 hrs 46 mins.

Est. delivery date for **60601**

Add to Cart

☐ Add to Compare Save to Favorites

Enhance Your Purchase



PROPOSED ACTION:

THAT THE BOARD APPROVE THE RENEWAL OF THE CLINICAL AFFILIATION AGREEMENT WITH THE COOK COUNTY HEALTH 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: (MAKE SURE TO ATTACH THE SIGNED AGREEMENT AND RESOLUTION; THE RESOLUTION WILL COME FROM MR. WONG)

**A RESOLUTION APPROVING AND ADOPTING
AN AFFILIATION AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
COOK COUNTY HEALTH AND HOSPITALS 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, Cook County Health and Hospitals System, doing business as Cook County Health (“CCH”), 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, CCH provides health care to residents of Cook County and is able to provide students a clinical setting to satisfy the clinical component of the Program; and

WHEREAS, Morton desires to enter into the affiliation agreement with CCH 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, CCH desires to enter into the Agreement with Morton to provide students with a clinical setting so they can satisfy the clinical component of the Program; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 527 that:

Section 1. Incorporation of Preambles.

The Board hereby finds that all the recitals contained in the preambles to this Resolution are full, true, and correct and do hereby incorporate them into this Resolution by reference.

Section 2. Purpose.

The purpose of this Resolution is to authorize the President or his designee to enter into the Agreement with CCH, 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 December 11, 2024.

Passed by a vote of ___ ayes and ___ nays at a Regular Meeting of the Board of Trustees held this 11th day of December 2024.

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

Attest:

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

EXHIBIT A

**NURSING PROGRAM
AFFILIATION AGREEMENT
BETWEEN
THE COOK COUNTY HEALTH
AND
MORTON COLLEGE
COMMUNITY COLLEGE
DISTRICT 527**

THIS AFFILIATION AGREEMENT (the “**Agreement**”) is entered into by and between the County of Cook (“**County**”) through its Cook County Health and Hospitals System, doing business as Cook County Health (“**CCH**” or “**Facility**”) and Morton Community College District 527 (“**School**”). (For convenience, the School and CCH/Facility may sometimes hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”).)

RECITALS

WHEREAS, CCH provides health care to persons residing in Cook County, and is comprised of the following system affiliates: the John H. Stroger, Jr. Hospital of Cook County (“**Stroger Hospital**” or “**SHCC**”); Provident Hospital of Cook County (“**Provident**”); the Ambulatory and Community Health Network of Cook County (“**ACHN**”); Oak Forest Health Center (“**OFHC**”); Cermak Health Services of Cook County (“**Cermak**”); the Ruth M. Rothstein CORE Health Center (“**CORE**”); and the Cook County Department of Public Health (“**CCDPH**”) (collectively “**Facility Sites**”); and

WHEREAS, the School desires to utilize various Facility Sites listed in Exhibit A [Name/Location of CCH Facility Sites], that may be available for the purpose of providing practical learning and clinical experiences to students (“**Students**”) seeking certification and/or degrees in the following areas of study: doctorate in nursing, masters in nursing, associate degree in nursing, bachelor of science in nursing, surgical technician, anesthesia technician, sterile processing technician, emergency room technician, certified medical assistant and/or certified nursing assistant, as specifically listed in Exhibit B [Name of School’s Program], by School in connection with students of the School;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. INCORPORATION BY REFERENCE

This Agreement incorporates the terms and provisions of the following documents, attached hereto, which are hereby fully incorporated into this Agreement by reference and are binding upon both parties hereto:

2.1. Exhibit A: Name/Location of CCH Facility Sites

2.2. Exhibit B: Names of School’s Programs

Exhibits A and B may be updated by the Parties, as necessary. Such updates, if approved by both Parties in writing, shall be incorporated into this Agreement by reference and be binding upon the Parties.

3. **SCHOOL RESPONSIBILITIES**

Provision of Foundational Curriculum to Students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical 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.

3.1. **Insurance.**

3.1.1. State Colleges and Universities Located in Illinois. If the School is a state college or university located within Illinois, the School shall: (a) maintain professional liability insurance, which may be self-insured, covering faculty and Students; or (b) require faculty and Students participating in the practical learning and clinical educational experience to maintain a personal professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than 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 faculty and Students while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to faculty and Students participation in the practical learning and clinical educational experience.

3.1.1.1. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

3.1.1.2. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Students and supervising faculty.

3.1.2. Other Colleges and Universities. School shall: (a) maintain professional liability insurance, which may be self-insured, covering faculty and Students; or (b) require faculty and students participating in the practicum to maintain a personal professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than 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 faculty and Students while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to faculty and Students participation in the practical learning and clinical educational experience. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Students and supervising faculty.

3.1.3. Health Insurance. School shall require faculty and students participating in the practical learning and clinical educational experience 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(s) and supervising faculty.

3.2. 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 practical learning and clinical experience 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 will also designate supervising faculty (“**Faculty**”) for undergraduate and prelicensure Students, including Students in the following programs: Associate Degree in Nursing, Bachelor of Science in Nursing, Surgical Technicians, Anesthesia Technicians, Sterile Processing Technicians, Emergency Room Technicians, Certified Medical Assistants, and Certified Nursing Assistants. The School’s supervising Faculty shall remain on site at Facility at all times during such Students’ participation in the practical learning and clinical educational experience. 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 and providing on-site supervision of Students.

3.3. Evidence of Licensure, Certifications, Vaccinations, etc. As required by the Facility, the School shall provide evidence that each student has met all CCH and CCH Employee Health Services (“**EHS**”) requirements, which may include, but are not limited to: evidence of licensure, if applicable; evidence of certifications, if applicable; CPR certification; successful fit testing by School and/or Facility; proof of absence of TB; immunity to measles, mumps, rubella and varicella; hepatitis B vaccination; Tdap vaccination; annual flu vaccination; OSHA compliance for prevention of transmission of blood borne pathogens and TB; and general HIPAA training. Facility may update these requirements upon written notice to School. Any Student not meeting applicable requirements shall not be eligible to participate in a clinical rotation. School faculty must also be in compliance with this provision.

3.4. Criminal Background Check and Drug Screen Compliance. A criminal background check and a drug screen, as required by and acceptable to CCH and CCH Human Resources (“**HR**”) are required of each placed Student prior to participation in the practical learning and clinical educational experience. It is the School’s responsibility to ensure that the background check and drug screening have been completed and that Students with unacceptable results will not participate at sites where students with such results are forbidden by Facility’s policy. No Student with a failed criminal background check or drug screening will be allowed to participate in the practical learning and clinical education experience at CCH site. The results of a criminal background check and drug screening shall be provided to CCH HR. The criminal background check must be conducted no more than ten (10) months prior to the Student’s start date at Facility. The drug screening must be within (30) calendar days of the Student’s start date. School Faculty must also be in compliance with this provision.

- 3.5. **School Notices to Students.** The School shall notify each Student and supervising faculty, prior to his/her arrival at the Facility, that he/she is required to:
- 3.5.1. Follow the administrative policies, standards, and practices of the Facility.
 - 3.5.2. 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.
 - 3.5.3. Provide his/her own transportation and living arrangements.
 - 3.5.4. Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
 - 3.5.5. Conform to the standards and practices established by the School while functioning at the Facility.
 - 3.5.6. Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
 - 3.5.7. Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.
- 3.6. **Accreditation.** As required by Facility, School represents that it is and, for the term of this Agreement, will be: (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located; and (b) accredited by an accrediting body that is recognized by the Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.
- 3.7. **Attire and Identification.** Students and Faculty shall wear the uniform and identifying insignia of the School at all times while at Facility, unless otherwise instructed by Facility. Students and Faculty shall present a clean, neat appearance at all times and shall wear appropriate attire for the site to which they are assigned. While at the site, Students and supervising faculty shall exhibit appropriate identification badges furnished or approved by Facility. If a CCH issued identification badge is lost and/or stolen, the Student and/or Faculty must immediately file a police report with CCH police.
Additionally, the Student and/or Faculty will be required to pay \$ 50.00 identification badge replacement fee. A replacement identification badge will not be issued until the \$50.00 fee is paid. A Student and/or Faculty cannot be on the premises or participate in the practical learning and clinical educational experience at a CCH site until a replacement identification badge has been issued. All badges shall be returned at the conclusion of the assignment. Students and Faculty shall identify themselves to CCH patients and staff in accordance with procedures established by Facility.
- 3.8. **Compliance With Facility HR and EHS Requirements.** School faculty and Students shall comply with all CCH, CCH HR and CCH EHS requirements, policies, rules and regulations prior to and during participation in the practical learning and clinical educational experience.

4. **FACILITY RESPONSIBILITIES**

- 4.1. **Provision of Facilities For Supervised Clinical Experiences.** Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational 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. Facility shall provide faculty and Students with an orientation to Facility, including HIPAA training. School Faculty and Students must complete an orientation provided by CCH HR prior to participation in the practical learning and clinical educational experience. School Faculty and Students must also complete a Facility Nursing Professional Development and Education orientation.
- 4.2. **Facility Rules Applicable To Students During Clinical Assignments.** Students and Faculty are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, Students and Faculty 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.
- 4.3. **Patient Care.** While at the Facility, School Faculty and 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 practical learning and clinical educational experiences. Any such direct contact between School Faculty and Students and a patient shall be under the proximate supervision and oversight of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
- 4.4. **Emergency Treatment.** Emergency outpatient treatment will be available to, or arranged for, Students and Faculty while in the hospital for practical learning and clinical educational experience 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 and/or Faculty's responsibility to bear the cost of the emergency treatment.
- 4.5. **Designation of Liaison To School; Communications Relating To Practical Learning And Clinical Educational Experiences.** The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.
- 4.6. **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 Students' experiences.
- 4.7. **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 practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

- 4.8. **Provision of Relevant Facility Policies.** The Facility shall provide the Faculty, Student(s) and the School access to Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.
- 4.9. **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.

5. **OTHER RESPONSIBILITIES**

- 5.1. **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") and related privacy rules. School Faculty and 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. School Faculty and/or Students shall obtain prior written approval of Facility and School before publishing any material relative to the practical learning and clinical educational experience. Further, if approved by Facility in writing prior to use, School shall require that Faculty and/or Students de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient. The Parties acknowledge that School's Students and Faculty are part of the Facility's "work force" and, as such, no Business Associate agreement is required between them pursuant to the HIPAA privacy rule.
- 5.2. **Determination of Instructional Period.** The course of the practical learning and clinical educational experience 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.
- 5.3. **Determination of Number of Participating Students.** The number of Students eligible to participate in the practical learning and clinical educational experience 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 practical learning and clinical educational experiences 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 practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the affected 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.
- 5.4. **Evaluation of Students' Clinical Experiences.** Evaluation of the practical learning and clinical educational 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 practical learning and clinical educational experiences offered to students.

5.5. Removal of Students.

5.5.1. The School has the right to remove a Student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

5.5.2. The Facility may immediately remove any Student participating in a practical learning and clinical educational experience 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 or instructor for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before such a removal.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement shall commence upon execution by the parties and shall terminate three (3) years after the date of execution.

6.2. Termination. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) calendar days prior written notice to the other Party. In the event that this Agreement is not renewed for subsequent terms, Students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

7. ADDITIONAL TERMS

7.1. 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 negligence 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.

7.2. 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.

7.3. 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

- 7.4. **Qualifications of School Faculty.** The School represents that relevant faculty members, including on-site Faculty, are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of such qualifications, certifications and/or licensures, upon request. The School's Faculty shall be in compliance with the provisions of this Agreement including, but not limited to: the requirements of Section A relating to insurance coverage, licensing, certifications and vaccination requirements, criminal background check, drug screening requirements, orientation and any CCH, CCH HR and CCH EHS requirements.
- 7.5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
- 7.6. **Excluded Providers.** The School warrants that all Students and Faculty to be assigned to Facility pursuant to this Agreement are eligible, without limitation, to participate in all State or Federal funding or reimbursement programs applicable to CCH ("**Funding Programs**") including, but not limited to, the Medicaid and Medicare programs. School shall screen Students and Faculty prior to assignment, and at least monthly thereafter, by reviewing the list of sanctioned Persons through:

- The Department of Health and Human Services ("**HHS**") Office of Inspector General ("**OIG**") List of Excluded Individuals/Entities ("**LEIE**") Searchable Database (<https://exclusions.oig.hhs.gov>),
- HFS OIG exclusion (available at <http://www.state.il.us/agency/oig>),
- the Excluded Parties List System ("**EPLS**")/System of Award Management ("**SAM**") maintained by the U.S. Government (available at <https://www.sam.gov/portal/SAM/##11>), and
- the Office of Foreign Assets Control ("**OFAC**") Specially Designated Nationals ("**SDN**") (<https://sanctionssearch.ofac.treas.gov/>)

School shall provide CCH's Chief Compliance Officer, or designee, with immediate written notice and shall discontinue the assignment in the event that it or any Student or Faculty member assigned to the Facility is:

- (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program;
- (2) suspended, excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or
- (3) the subject of an investigation which may result in a suspension, exclusion or debarment.

CCH may terminate this Agreement immediately upon the occurrence or notification of any of the above.

- 7.7. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
- 7.8. **Non-Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, the Rules and Regulations of the Illinois Department of Human Rights, and the Cook County

Human Rights Ordinance. There shall be no unlawful discrimination or treatment because of race, ethnicity, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, citizenship status, sexual orientation, gender identity, physical or mental disability or any other legally protected classification or group or because of actual or perceived association with such classification or group in the implementation of this Agreement and the employment, training, or promotion of Students or personnel engaged in the performance of this Agreement.

- 7.9. Employment Status.** No Student, Faculty, School employee or agent of School under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such Student, Faculty, School employee or agent be entitled to any fringe benefits, Worker's Compensation, disability benefits, unemployment compensation, or other rights normally afforded to employees of the Facility. No employee or personnel of Facility shall in any way be considered and employee or agent of School nor be entitled to any fringe benefits, Worker's Compensation, disability benefits, unemployment compensation, or other rights normally afforded to employees of the School. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other's performance.
- 7.10. Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of: (a) the date actually received by the Party in question, by whatever means and however addressed; or (b) the date sent by facsimile (receipt confirmed); (c) or on the date of personal delivery, if delivered by hand; or (d) 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 as set forth below or to such other addresses as the Parties may specify in writing from time to time.

To School:

Dr. Keith McLaughlin
President
Morton Community College District 527
380 S. Central Ave.
Cicero, IL 60804
Phone: _____
Fax: _____

With copy to:

Michael Del Galdo, P.C.
Managing Member
Del Galdo Law Group, LLC.
1441 S. Harlem Avenue
Berwyn, IL 60402

To CCHHS/FACILITY:

System Director of Nursing,
Professional Development and Education
Cook County Health
1900 West Harrison Street, Suite 340
Chicago, Illinois 60612
Phone: (312) 864-7626
Fax: (312) 864-9577

With copy to:

CCH/Facility Legal Counsel at:
Office of the General Counsel
Cook County Health
1950 West Polk Street, Suite 9200B
Chicago, Illinois 60612

- 7.11. Governing Law; Venue.** 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. The Parties agree that the sole venue for any litigation concerning this Agreement is either in the state or federal courts located within Cook County, Illinois.

- 7.12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 7.13. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 7.14. **Agreement Binding on Parties Successors and Assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the term of this Agreement and any extensions thereof.
- 7.15. **Captions for Reference Only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.
- 7.16. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
- 7.17. **Relationship of the Parties.** Facility and School are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the Parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture or any other relationship between Facility and School other than that of independent contractors.
- 7.18. **No Compensation.** Neither Facility, School, nor School's faculty or students shall be entitled to compensation from the other pursuant to this Agreement. Each Party shall perform its responsibilities under this Agreement at its own cost and expense. Additionally, Facility shall not be responsible for providing School's Faculty or Students with wages, life or health insurance benefits, workers' compensation or occupational disease benefits or any other type of compensation. Facility shall be entitled to bill and collect all fees for patient services provided in its facilities.
- 7.19. **Marketing; Use of Names.** Neither Party shall use the name of the other in any written material including, but not limited to, brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by Parties' accrediting agencies.
- 7.20. **Non-Exclusive Agreement.** It is understood by both Parties that this Agreement does not prevent or preclude Facility from accepting other trainees in addition to School's students for training experiences in its facilities.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names by their duly authorized representatives whose signatures appear below:

FOR MORTON COMMUNITY COLLEGE DISTRICT 527:

Signature: _____ Date: _____
Name: _____
Title: _____
School Name: _____

FOR COOK COUNTY HEALTH/FACILITY:

_____ Date: _____
Israel Rocha, Jr.
Chief Executive Officer
Cook County Health

Acknowledged by:

_____ Date: _____
Chief Nursing Officer
Cook County Health

EXHIBIT A

NAME/LOCATION OF CCH FACILITY SITES

1. Cook County Health (“CCH”)
1900 West Polk Street
Chicago, Illinois 60612
2. John H. Stroger, Jr. Hospital of Cook County (“Stroger Hospital” or “SHCC”)
1901 West Harrison Street
Chicago, Illinois 60612
3. Provident Hospital of Cook County (“Provident”)
500 East 51st Street
Chicago, Illinois 60615
4. Ambulatory and Community Health Network of Cook County (“ACHN”)
1901 West Harrison Street
Chicago, Illinois 60612
Includes various clinic locations throughout Cook County
5. Oak Forest Health Center
15900 South Cicero Avenue
Oak Forest, Illinois 60452
6. Cermak Health Services of Cook County (“Cermak”)
2800 South California Avenue
Chicago, Illinois 60608
Also includes the Juvenile Temporary Detention Center (“JTDC”) located at another site
7. Ruth M. Rothstein CORE Health Center (“CORE”)
2020 West Harrison Street
Chicago, Illinois 60612
8. Cook County Department of Public Health (“CCDPH”)
Oak Forest Health Center
15900 South Cicero Ave.
Administration Building - 1st floor
Oak Forest Illinois 60452
Includes various locations throughout suburban Cook County

EXHIBIT B

NAMES OF SCHOOL'S PROGRAMS

Program Name

**Certification or Degree Conferred
(e.g. AD, BSN, PhD etc.)**

- 1. Nursing** _____
- 2.** _____
- 3.** _____
- 4.** _____
- 5.** _____
- 6.** _____
- 7.** _____
- 8.** _____
- 9.** _____
- 10.** _____

Use additional sheets if necessary.



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

PROPOSED ACTION: THAT THE BOARD APPROVE STUDENT CECILIA MONROY'S
INTERNSHIP WITH THE STICKNEY POLICE DEPARTMENT.

RATIONALE: Approval will give a Morton College student the opportunity to
begin an internship with the Stickney Police Department in the
Spring Semester 2025.

COST ANALYSIS: N/A

ATTACHMENTS: Law Enforcement Internship Agreement

**RESOLUTION ADOPTING INTERGOVERNMENTAL AGREEMENT
BETWEEN
MORTON COMMUNITY COLLEGE DISTRICT 527
AND
THE VILLAGE OF STICKNEY**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (“**Act**”) authorizes public agencies, which includes units of local government and public community college districts, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, Morton Community College District 527 (“**Morton**”) offers an Associate in Applied Science in Law Enforcement Education Degree program (“**Program**”); and

WHEREAS, Morton wishes to partner with the Village of Stickney (“**Stickney**”) to provide Morton students in the Program with a practical law enforcement clinical experience in the form of an internship with Stickney’s Police Department; and

WHEREAS, Stickney wishes to enter into this relationship with Morton to provide Morton students in the Program with such a practical law enforcement clinical experience; and

WHEREAS, based on the foregoing, the Village and Morton have concluded that it is in their best interest to enter into an intergovernmental agreement (“**Agreement**”) regarding the same; and

WHEREAS, based on the foregoing, Morton’s Board of Trustees (“**Board**”) has determined that it is in the best interest of Morton to enter into an Agreement with Stickney to allow its students to acquire such practical law enforcement clinical experience.

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

1. The form, terms and provisions of the 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 24th day of August, 2022

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

Attest:

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

EXHIBIT A

MORTON COLLEGE
3801 S. Central
Cicero, IL
(708) 656 - 8000 EXT. 1412

LAW ENFORCEMENT INTERNSHIP AGREEMENT

Date: 27 November 2024

I, Chief James Sassetti (hereinafter the "Supervising Mentor") hereby agree to accept

Cecilia Monroy (hereinafter referred to as the "Internship Student") at

Stickney Police Department

(the place of business or other legal environment hereinafter referred to as the "Internship Site") as an internship student from the Law Enforcement Program at Morton College for a total of 188 hours during Spring Semester 2025)

1. The Internship Student is enrolled in the Law Enforcement Internship Class and is in good standing at Morton College.
2. A definite schedule is planned and supervised. If the Internship Student must miss time due to illness or personal problems, the time must be made up.
3. The Internship Student agrees to perform to the best of his/her ability all duties assigned and conform to the rules and policies of the Supervising Mentor (or the Internship Site) and Morton College, including, but not limited to the Student Codes of Conduct contained in the current Morton College catalog (which are hereby incorporated by reference into this Agreement).

Internship Site: Stickney Police Department

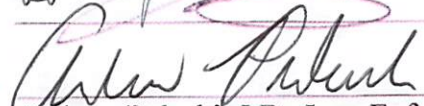
Street Address: 6533 Pershing Rd.

City: Stickney State: IL Zip: 60402

Office Phone: 708-788-2131 Fax: 708-749-2742

Internship Student: 

Supervising Mentor: 

Internship Instructor: 
Andrew Pulaski, J.D., Law Enforcement Department Chair

For Morton College: _____
Dean of Career and Technical Education

PROPOSED ACTION: TO HIRE ALEXANDRA ROMAN FOR THE POSITION OF SR. ADMINISTRATIVE ASSISTANT IN THE ACADEMIC DEANS' OFFICE.

RATIONALE: Ms. Roman will fill the vacancy created when the former Sr. Administrative Asst., Amy Kinney, moved to the vacant position of Grants Manager. Ms. Roman worked for Morton College as a part-time employee who contributed significantly to the Project Care program and is qualified for the position.

COST ANALYSIS: Salary: \$56,000.

DATE: 12-5-24

PROPOSED ACTION: For the board to approve to hire Margarita Vivero as a Full-Custodian.

RATIONALE: To fill a full-time position open in the Maintenance Department

COST ANALYSIS: \$15.10 per hour

ATTACHMENT:

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

PROPOSED ACTION: THAT THE BOARD APPROVE CYNTHIA GARCIA FOR HIRE FOR THE NURSING DEPARTMENT AS THE NURSING LAB ASSISTANT EFFECTIVE DECEMBER 16, 2024.

RATIONALE

Fulfill Nursing Lab Assistant Vacancy

COST ANALYSIS:

\$45,000 annually

DATE: 12-5-24

PROPOSED ACTION: For the board to approve to hire Danielle Reidell as the Executive Assistant to the Vice President of Academic Affairs, effective 12/16/2024.

RATIONALE: To fill a full-time position open in the Office of the Vice President of Academic Affairs.

COST ANALYSIS: \$64,500.00

ATTACHMENT:

DATE: 12-6-24

PROPOSED ACTION: For the board to approve to hire Dominique Colyer as the Director of Financial Aid, effective 1/06/2025.

RATIONALE: To fill the vacant full-time position of the Director of Financial Aid.

COST ANALYSIS: \$85,000.00

ATTACHMENT:

PROPOSED ACTION: TO HIRE ALLAN TOMNITZ FOR THE POSITION OF FULL-TIME FACULTY IN THE WELDING PROGRAM EFFECTIVE JANUARY 09, 2025.

RATIONALE: Mr. Tomnitz will fill the vacancy created when Amanda Young resigned from her full-time faculty position. Mr. Tomnitz worked for Morton College as an adjunct instructor who contributed to the program for several years and is very qualified for the position.

COST ANALYSIS: Salary: \$58,863 per the CBA.

DATE: 12-6-24

PROPOSED ACTION: For the board to approve to hire Sean Lamar Hudson as the Director of institutional Research, effective 1/13/2025.

RATIONALE: To fill the vacant full-time position of the Director of IR.

COST ANALYSIS: \$90,000.00

ATTACHMENT:

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

PROPOSED ACTION: THAT THE BOARD APPROVE JAVIER ENRIQUEZ AS A NEW FULL TIME ONE STOP SPECIALIST FOR THE ONE STOP CENTER WITH AN EFFECTIVE START DATE OF DECEMBER 16, 2024.

RATIONALE

JAVIER HAS SERVED IN THE ROLE OF PART TIME ONE STOP SPECIALIST FOR THE DURATION OF SUMMER AND FALL 2024. DURING THAT TIME JAVIER HAS BEEN AN INVALUABLE ASSET TO FRONT DESK OPERATIONS AND STUDENT SERVICE AND SUPPORT. WE HAVE STRUGGLED TO MAINTAIN FULL COVERAGE DUE TO THE LACK OF FULL TIME STAFF AT THE DESK AND WANT TO STANDARDIZE OUR DESK PROCESSES WITH FT STAFF.

COST ANALYSIS:

\$44,070.00



MORTON COLLEGE GUIDELINES FOR ADDRESSING DISCRIMINATION, SEX BASED HARASSMENT OR MISCONDUCT, HARASSMENT OR RETALIATION

I. STATEMENT OF INTENT

Morton College is committed to providing a safe and secure working and learning environment in all educational programs and activities free from Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation for all college community members, students, employees and others.

The Morton College Board of Trustees (the “Board”) has empowered the Title IX Coordinator and/or their designee(s), to process all Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation allegations or complaints. These Guidelines must be read in conjunction with the Morton College Board’s Comprehensive Non-Discrimination, Sex Based Harassment or Misconduct, Harassment and Retaliation Policy. Additionally, these Guidelines will be reviewed at least annually and amended to ensure that they comply with Morton College Board policies and procedures, State and Federal law, and all state and federal regulations that govern Morton College.

This policy shall incorporate by reference all applicable provisions in 34 CFR § 106.1 *et seq.* Should any part of this policy conflict with the provisions in 34 CFR § 106.1 *et seq.*, the provisions in 34 CFR § 106.1 *et seq.* shall apply.

II. THE GUIDELINES’ SCOPE OF COVERAGE

These Guidelines cover instances where a Complainant makes allegations or files a complaint against a Morton College student, employee, contractor, consultant, vendor, volunteer or member of the Board (collective referred to as “Covered Individuals”) that asserts that the Covered Individual engaged in improper Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation in the work setting or in an educational program or activity as those terms are defined below.

This Policy covers all phases of employment and academic status, including, but not limited to, recruitment, hiring, evaluations, upgrading, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non-renewals, termination, benefits, discipline, expulsions, admissions, educational testing, extracurricular programs, and athletics.

Nothing in this Policy is intended nor shall be construed to create a private right of action against Morton College or the Board or any of its employees or agents. Furthermore, no part of this Policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to file a charge or complaint of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation with any agency with jurisdiction over such charge or complaint.

III. DEFINITIONS

- a. **Complainant:** (1) A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or (2) A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in Morton College's education program or activity at the time of the alleged sex discrimination.
- b. **Complaint:** Complaint means an oral or written request to Morton College that objectively can be understood as a request for the College to investigate and make a determination about alleged discrimination under Title IX or its regulations. The following persons have the right to make a complaint of sex discrimination, including complaints of sex-based harassment
 - 1. A complainant
 - 2. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant;
 - 3. The Title IX Coordinator, after making the determination in accordance with 34 CFR § 106.44(f)(1)(v);

With respect to complaints of sex discrimination other than sex-based harassment, all of the aforementioned individuals in (1)-(3) as well as: any person other than a student or employee who was participating or attempting to participate in Morton College's education program or activity at the time of the alleged sex discrimination

- c. **Confidential Employee:** (1) An employee of Morton College whose communications are privileged or confidential under Federal or State law. The employee's confidential status, for purposes of this part, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies; (2) An employee of Morton College whom Morton College has designated as confidential under this part for the purpose of providing services to persons related to sex discrimination. If the employee also has a duty not associated with providing those services, the employee's confidential status is only with respect to information received about sex discrimination in connection with providing those services; or (3) An employee of a postsecondary institution who is conducting an Institutional Review Board-approved human-subjects research study designed to gather information about sex discrimination—but the employee's confidential status is only with respect to information received while conducting the study.
- d. **Covered Individuals:** A Morton College student, employee, contractor, consultant, vendor, volunteer or member of the Board shall be subject to the jurisdiction of these Guidelines.
- e. **Discrimination:** Unjust or prejudicial treatment, including harassment and sexual misconduct, towards an individual due to that person's real or implied membership in one or more of the Protected Categories as defined below.
- f. **Educational Program or Activity:** Locations, events or circumstances over which Morton College exercises substantial control. Morton College exercises substantial control over: (1) premises that it owns or officially recognized student organizations that own or control the

premises; (2) where it exercises oversight, supervision or discipline (e.g., a student's status in a Morton College course or program); or (3) where it has funded, sponsored, promoted or endorsed a certain event. Morton College specifically does not exercise substantial control over any event occurring outside the United States of America. Morton College has an obligation to address a sex-based hostile environment under its education program or activity even when some conduct alleged to be contributing to the hostile environment occurred outside Morton College's education program or activity or outside the United States

- g. Harassment:** Unwelcome verbal, nonverbal, visual, and/or physical conduct that is the person's real or implied membership in one or more of the Protected Categories as defined below. Unwelcome conduct may include, but is not limited to, bullying, intimidation, offensive jokes, slurs, epithets or name calling, assaults or threats, touching, ridicule or mockery, insults or put-downs, offensive objects or pictures, messages sent via email, text or social media, or any other persistent, pervasive or severe conduct that interferes with work performance or a student's access to or participation in any educational program or activity.
- h. Dating Violence:** Meaning violence committed by a person: (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
- i. Decision Maker:** An individual chosen by the Title IX Coordinator to conduct an administrative hearing based upon the findings made in an investigative report completed by an Investigator. The Decision Maker may be the same individual as the Title IX Coordinator or Investigator.
- j. Domestic Violence:** meaning felony or misdemeanor crimes committed by a person who: (1) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of Morton College, or a person similarly situated to a spouse of the victim; (2) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (3) Shares a child in common with the victim; or (4) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- k. Investigator:** An individual chosen by the Title IX Coordinator to conduct an impartial investigation into allegations set forth in a Complaint.
- l. Protected Category:** Actual or perceived sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation.
- m. Relevant:** Related to the allegations of sex discrimination under investigation as part of the grievance procedures under 34 CFR § 106.45, and if applicable 34 CFR § 106.46. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in

determining whether the alleged sex discrimination occurred.

- n. Respondent:** A Covered Individual that has been accused of engaging in Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation against a Complainant. Shall not include Morton College where the accusation or complaint alleges that Morton College's policy or practice discriminates on the basis of sex.

When a respondent is both a student and an employee, Morton College shall conduct a fact-specific inquiry to determine whether to apply grievance procedures applicable to students. In doing so, a minimum, the following shall be considered: the party's primary relationship with Morton College and whether the alleged discrimination occurred while performing employment related work.

- o. Retaliation:** Adverse employment action or adverse change in academic status, such as discipline or denial of or access to a service or benefit, against any person for having made a complaint or report of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, whether made internally, or externally with a federal, state, or local agency; or participating or aiding in an investigation of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, whether internal, or external with a federal, state, or local agency, is strictly prohibited.

Nothing in this definition or this part precludes Morton College from requiring an employee or other person authorized by Morton College to provide aid, benefit, or service under Morton College's education program or activity to participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing under this part.

- p. Sexual Assault:** A forcible or nonforcible sex offense in which any sexual act is directed against another person without the consent of the victim including instances where the victim is incapable of giving consent.

- q. Sex Based Harassment Under Title IX Regulations:** a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. Quid pro quo harassment: An employee, agent, or other person authorized by Morton College to provide an aid, benefit, or service under Morton College's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. Hostile environment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Morton College's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry which includes consideration of all of the following:
 - (i) The degree to which the conduct affected the complainant's ability to access Morton College's education program or activity;
 - (ii) The type, frequency, and duration of the conduct;
 - (iii) The parties' ages, roles within Morton College's education program or activity, previous interactions, and other factors about each party that

- may be relevant to evaluating the effects of the conduct;
- (iv) The location of the conduct and the context in which the conduct occurred; and
- (v) Other sex-based harassment in Morton College's education program or activity; or

3. Specific offenses:

- Sexual assault (as defined above), dating violence (as defined above), domestic violence (as defined above), sexual misconduct (as defined below) or stalking (as defined below).
- r. **Sexual Misconduct:** Any conduct of a sexual nature that is unwelcome or inappropriate, including but not limited to, sexual harassment, sexual assault, grooming, dating or domestic violence, sexual violence, inappropriate touching, or any misuse of a sexual nature of any Morton College information technology, as described in Board Policy 8.2.1.
- s. **Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (a) fear for the person's safety or the safety of others, or (b) suffer substantial emotional distress.

IV. Dual Status Persons

Where an individual is both a Student and an Employee of the College, and to the extent the distinction between Student or Employee status is material for any standard, obligation, right, or process set forth in this Policy, the Title IX Coordinator will determine the individual's status for purposes of this Policy. Such determination shall be made after a fact-specific inquiry that includes consideration of relevant circumstances, including whether the individual's primary relationship to the College is to receive an education or to work, and in what capacity the person was acting (or failing to act) with regard to the events in question.

V. PROCEDURES FOR HANDLING ALLEGATIONS AND COMPLAINTS OF DISCRIMINATION, SEX BASED HARASSMENT OR MISCONDUCT, HARASSMENT AND RETALIATION

A. Filing an Allegation or Complaint and Reporting Obligations

1. Reporting Obligations

All Morton College employees have an obligation to immediately report to the Title IX Coordinator any and all allegations that they learn of from a third party or have reasonable belief occurred where a Covered Individual engaged in Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation in the work setting or in an educational program or activity. The failure to immediately report such an allegation could result in disciplinary action up to and including termination.

Morton College students and third parties who experience or learn about an alleged violation of these Guidelines are encouraged to immediately report the alleged violation to the Title IX Coordinator or any non-confidential campus employee.

2. Confidential Reporting

Individuals wishing to receive confidential assistance without making a report to the College may speak with the College's Confidential Advisor. This confidential resource is available to assist you and will not report your circumstances to the College without your permission unless otherwise required to do so by law (such as when the victim is a minor). A Confidential Advisor is available to discuss incidents or accusations of Sexual Assault, Dating Violence, Domestic Violence, or Stalking with both Complainants and Respondents in confidence, and provide emotional support in a safe and confidential space.

Notwithstanding the foregoing, when necessary, the Confidential Advisor will make a non-identifying report to the appropriate College personnel so that reported crimes can be included in the College's annual crime statistics disclosure. Disclosures to a Confidential Advisor will not initiate the College's investigation into an incident. The Illinois Preventing Sexual Violence in Higher Education Act grants Confidential Advisors the right to provide confidential services to and have privileged, confidential communications with survivors. All communications between a confidential advisor and a survivor pertaining to an incident of sexual violence shall remain confidential, unless the survivor consents to the disclosure of the communication in writing, the disclosure falls within one of the exceptions outlined below, or failure to disclose the communication would violate State or federal law.

Communications include all records kept by the confidential advisor in the course of providing the survivor with services related to the incident of sexual violence. There are only a few instances in which a Confidential Advisor will have to break confidentiality and disclose information that they have received. The Confidential Advisor may disclose confidential communications between the Confidential Advisor and the survivor if any of the following instances were to occur:

- a) if the Confidential Advisor's failure to disclose would result in a clear, imminent risk of serious physical injury to or death of the survivor or another person;
- b) if the Confidential Advisor receives written permission from the disclosing person allowing the Confidential Advisor to share information with the person's family, doctor, or College personnel;
- c) if the Confidential Advisor is court-ordered to provide information about person's disclosure, assessment, communications, or evaluation; and / or
- d) if the person indicates abuse, neglect, or exploitation of a child under 18 years of age or an individual age 60 or older who is unable to adequately care for himself / herself / themselves.

The confidential advisor shall have no obligation to report crimes to the higher education institution or law enforcement, except to report to the Title IX coordinator, as defined by Title IX of the federal Education Amendments of 1972, on a monthly basis the number and type of incidents of sexual violence reported exclusively to the confidential advisor in accordance with the higher education institution's reporting requirements under subsection (b) of Section 9.21 of the Board of Higher Education Act and under federal law.

In addition to providing confidential counseling, a Confidential Advisor also provides emergency and ongoing support to individuals who have experienced or been accused of Sexual Assault, Dating Violence, Domestic Violence, or Stalking including:

- a) Providing information regarding the individual's reporting options and possible outcomes, including making a report or a Complaint under this Policy and notifying local law enforcement;
- b) Providing information about available resources and services, including but not limited to services available on campus and through community-based resources such as sexual assault crisis centers, medical treatment facilities, counseling services, legal resources, medical forensic services and mental health services;
- c) Providing information regarding orders of protection, no contact orders or similar lawful orders issued by the College or a criminal or civil court;
- d) An explanation of the individual's right to have privileged, confidential communications with the Confidential Advisor consistent with applicable law;
- e) Upon request and as appropriate, providing assistance in contacting campus officials, community-based sexual assault crisis centers, campus security and/or local law enforcement; and/or
- f) Upon request, providing assistance with securing Supportive Measures and accommodations.

To contact a Title IX confidential advisor please contact personalcounseling@morton.edu or call (708) 656-8000 x2297.

3. Filing an Allegation or Complaint

Any complainant of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation shall notify the Title IX Coordinator or any non-confidential College employee. While not required, the preferred method for filing an allegation with the Title IX Coordinator is in writing on a form that may be found at <https://www.morton.edu/about/employment/title-ix-sexual-misconduct/>.

The Title IX Coordinator will consider the Complainant's wishes before initiating any investigation or grievance process regarding the allegations. On some occasions, the Title IX Coordinator may initiate an investigation or grievance process against the wishes of a Complainant if doing so is necessary for community safety or not clearly unreasonable in light of all the known circumstances. The Title IX Coordinator will determine whether to initiate an investigation or grievance process within fourteen (14) calendar days of receiving the Allegation or Complaint.

Note that a person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 C.F.R. § 106.44(f)(1)(v). Morton College may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. However, if one of the consolidated complaints involves a student complainant or respondent, the grievance procedures for resolving the entire complaint must comply with 34 CFR §§ 106.45-106.46. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

4. Preliminary Assessment

After receiving a Report of potential Sex Discrimination, the Title IX Coordinator will conduct a preliminary assessment to determine:

- a. Whether the conduct, as reported, falls or may fall within the scope of this Policy; and
- b. Whether the conduct, as reported, constitutes or may constitute Sex Discrimination.

If the Title IX Coordinator determines that the conduct reported does not and could not fall within the scope of the Policy, and/or does not and could not constitute Sex Discrimination, even if investigated further, the Title IX Coordinator will close the matter and may notify the reporting party if doing so is consistent with FERPA.

The Title IX Coordinator may refer the report to other College offices, as appropriate. If the Title IX Coordinator determines that the conduct reported could fall within the scope of this Policy, and/or could constitute Sex Discrimination, if investigated further, the Title IX Coordinator will proceed to contact the Complainant. As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if it is not apparent from the Report.

5. Supportive Measures

The Title IX Coordinator shall provide support to both the Complainant and Respondent. The Title IX Coordinator shall offer and make available Supportive Measures to the Complainant regardless of whether the Complainant elects to make a Complaint. Requirements relating to the Respondent shall only apply to sex discrimination complaints alleging that a person violated Morton College's prohibition on sex discrimination.

Contemporaneously with the Respondent being notified of a Complaint, the Title IX Coordinator will notify the Respondent of the availability of Supportive Measures for the Respondent, and the College will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant.

The College will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Complaint, if the Respondent requests such measures. Supportive Measures that burden a Respondent will only be imposed after a Complaint is made and will be terminated at the conclusion of the investigation and adjudication process.

Supportive Measures that burden a Respondent must be no more restrictive of the Respondent than is necessary to restore or preserve the Complainant's access to the College's Education Programs or Activities and will not be imposed for punitive or disciplinary reasons.

For Supportive Measures, other than those that burden a Respondent, the College may, as appropriate, modify or terminate such Supportive Measures at the conclusion of the investigation and adjudication process or at the conclusion of any informal resolution process, or the College may continue them beyond that point. Either party may request that the Title IX Coordinator modify, augment, or terminate Supportive Measures, after their imposition, if circumstances have changed materially.

The support measures offered by the Title IX Coordinator shall be designed to: (1) restore or

preserve access to the school's educational programs or activities without unreasonably burdening the Complainant or Respondent; (2) protect the safety of all parties and the school's educational environment; and (3) deter discrimination, Sex Based Harassment or misconduct, harassment or retaliation. Such measures may include, but are not limited to, the following:

- counseling,
- extensions of deadlines or other course-related adjustments,
- modifications of work or class schedules,
- campus escort services,
- mutual restrictions on contact between the parties,
- changes in work or housing locations,
- leaves of absence, and
- increased security and monitoring of certain areas of the campus.

The supportive measures shall be offered as appropriate, as reasonably available, and without fee or charge to the Complainant or Respondent.

6. Emergency Interim Removal of Respondent

At any time after receiving a report of Sex Discrimination, the Title IX Coordinator may remove a Student Respondent from one or more of the College's Education Programs or Activities on a temporary basis if an individualized safety and risk analysis determines that an immediate threat to the health or safety of any Student or other individual arising from the allegations of Sex Discrimination justifies removal.

In the event the Title IX Coordinator imposes an interim removal, the interim removal is subject to appeal pursuant to the appeal procedure specified in the "Appeals" section of this document.

In the case of a Respondent who is a non-student Employee (e.g., administrator, faculty, or staff), and in its discretion, the College may place the Respondent on full or partial administrative leave at any time after receiving a report of Sex Discrimination, including during the pendency of the investigation and adjudication process.

For all other Respondents, including volunteers, guests, and independent contractors, the College retains broad discretion to prohibit such persons from entering onto its campus and other properties at any time, and for any reason, whether after receiving a report of Sex Discrimination or otherwise.

7. Informal Resolution Option (In Certain Cases)

At the discretion of the Title IX Coordinator, and with due consideration of the wishes of the Complainant, the Title IX Coordinator or designee may institute an informal resolution process between the Complainant and Respondent after a Complaint has been filed. The form and process of the informal resolution process shall be determined by the Title IX Coordinator. The goal of the informal resolution process is to reach an amicable resolution to the allegations in the best interest of Morton College and the parties taken into consideration.

Before the informal resolution process is undertaken, the Title IX Coordinator shall: (a) provide the parties with written notice of the allegations; (b) the requirements of the informal resolution process and any consequences of participating in it; and (c) obtain the parties' voluntary written consent to the use of the informal resolution process.

The notice of informal resolution procedures shall:

- a. Describe the allegations if such notice has not already been provided in writing.
- b. Describe the parameters and requirements of the informal resolution process to be utilized.
- c. Identify the individual responsible for facilitating the informal resolution (who may be the Title IX Coordinator, another College official, or a suitable third-party, provided such person is not the Investigator or Decision Maker).
- d. Explain the effect of participating in informal resolution and/or reaching a final resolution will have on a party's ability to resume the investigation and adjudication of the allegations at issue in the Complaint.
- e. Explain that either party has the right to withdraw from informal resolution and initiate or resume the investigation and adjudication process.
- f. Explain any other consequence resulting from participation in the informal resolution process, including a description of records that will be generated, maintained, and/or shared.
- g. Explain potential terms that may be requested or offered in the informal resolution, including restrictions on contact and restrictions on the Respondent's participation in one or more of the College's Education Programs or Activities.
- h. Explain that an informal resolution agreement is binding only on the parties.
- i. Explain if the College resumes its investigation and adjudication process, the College will not access, consider, disclose, or otherwise use information, including records,

If an informal resolution is reached, then the resolution shall be placed in writing and served on both parties along with appropriate Morton College personnel. The informal resolution shall be signed by all parties. Once a resolution is reached, then the complaint will be closed and not processed further.

If an informal resolution cannot be reached, then the Title IX Coordinator shall inform the parties in writing and advance the allegations to the next stage.

The informal resolution may be used to resolve allegations that a Morton College employee sexually harassed a student, where both Parties and the Title IX Coordinator provide consent.

B. Grievance Procedure for Title IX Complaints

1. Key Elements of Investigation:

A formal investigation into the allegations shall only occur when a complaint has been filed by the Complainant or the Title IX Coordinator. Key elements of the investigation include the following:

- The Respondent is presumed innocent throughout the grievance process with the burden of proof on Morton College to prove the allegations raised in the complaint;
 - The decision-maker shall be an individual chosen by the Title IX Coordinator, but shall not be the Title IX Coordinator;
 - The evidentiary requirement before any disciplinary action or sanction may be imposed on a Respondent is by a preponderance of the evidence standard;
 - Written notice of the allegations will be simultaneously given to all relevant parties and all parties and their advisors shall have an equal opportunity to review the evidence;
 - Morton College allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Reasonable extensions of timeframes shall be determined by the Title IX Coordinator due to administrative need or based on the reasonable request of the parties.
 - Morton College shall notify the parties if it is requesting any delay or extension of time frames set forth below and the reasons for it; and
 - A final investigative report shall be completed at the conclusion of the investigation which shall be simultaneously given to all parties and their advisors.
2. Morton College will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in retaliation, including against witnesses.
3. Morton College will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by Morton College to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:
- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
 - A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Morton College obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and
 - Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

C. Written Notice of Allegations

Within five (5) calendar days of the Title IX Coordinator receiving a Complaint, the Title IX Coordinator will transmit a written notice to the Complainant and Respondent. The period of time for the transmission of notice may be extended upon a showing of good cause and with notice being given to the parties which provides the reason for the extension. Written notice of the complaint's allegations shall provide the parties sufficient time to prepare for any initial interview. The written notice shall include all of the following:

1. Sufficient detail of the allegations (including the identities of the parties involved, the conduct allegedly constituting sexual discrimination, and the date and location of the alleged incident) to permit the parties to prepare for an initial interview;
2. Notification to the parties that they may have an advisor of their choice and inspect and review evidence obtained during the investigation;
3. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is only made at the conclusion of the grievance process;
4. A statement that the party is entitled to receive access to relevant evidence or to an investigative report that accurately summarizes the evidence a statement that the parties will have an opportunity to present relevant evidence to a trained, impartial decisionmaker prior to such adjudication being made; a statement that the parties will have an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;
5. If the case is one involving Sex-Based Harassment and a Student Complainant or Student Respondent, a statement that the party may be accompanied by an advisor of their choice, who may be an attorney, and who is permitted to fulfill the role of advisor;
6. A statement informing the parties that making false statements or knowingly submitting false information during the grievance process violates Board Policy; and
7. If, in the course of an investigation, Morton College decides to investigate additional allegations of sex-based harassment by the respondent toward the complainant that are not included in the written notice or that are included in a consolidated complaint, it will provide written notice of the additional allegations to the parties.
8. A statement of Morton College's applicable grievance procedures, as well as any applicable informal resolution procedures.
9. A statement that retaliation is prohibited.

If Morton College expands its investigation to include additional allegations of sex discrimination by the Respondent toward the Complainant that are not included in the original notice described above, Morton College shall provide notice of the additional allegations to the parties whose identities are known.

For Complaints involving a student Complainant or Respondent, Morton College may reasonably delay the providing of written notification to address reasonable safety concerns.

D. Investigation

The Investigator shall have discretion and autonomy in deciding how to conduct the investigation. The Investigator may consolidate two or more Complaints filed by a Complainant or filed against a Respondent. While the investigator possesses wide discretion, the following key points will govern all investigations:

1. The parties must have an equal opportunity to present witnesses, including both fact and expert witnesses and other witnesses. Morton College will provide an equal opportunity for the parties to present both inculpatory and exculpatory evidence that is relevant and not otherwise impermissible;
2. The parties shall be provided with written notice in advance of any meeting, interview, or hearing conducted as part of the investigation or adjudication in which they are expected or invited to participate, and such notice shall provide the party with sufficient time to prepare to participate;
3. Morton College shall not restrict the parties' ability to discuss the allegations or gather and present evidence (but see Confidentiality provision below);
4. The parties must be allowed to have an advisor of their choosing present at any meeting or grievance proceeding. If a student party does not have an advisor, Morton College will provide the party with an advisor of Morton College's choice, without charge to the party; For Complaints involving a student Complainant or Respondent, Morton College must provide the parties with the same opportunities, if any, to have persons other than an advisor present during any meeting or proceeding.
5. Morton College may establish restrictions regarding the extent to which the advisor may participate in these grievance procedures, as long as the restrictions apply equally to the parties.
6. The investigation shall not access or rely upon any treatment records maintained by a healthcare provider, including Morton College's student health center, unless the party provides consent; and
7. The burden of gathering evidence sufficient to reach a determination regarding responsibility rests on Morton College, not on either party.
8. Morton College will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.
9. Morton College will provide each party and the party's advisor, if any, with an equal opportunity to access the evidence that is relevant to the allegations of sex-based harassment and not otherwise impermissible, in the following manner:

- Morton College will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or the same written investigative report that accurately summarizes this evidence.
- Morton College provides access to an investigative report: Morton College will further provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party; and
- Morton College will take reasonable steps to prevent and address the parties' and their advisors' unauthorized disclosure of information and evidence obtained solely through the sex-based harassment grievance procedures
- Morton College will provide the parties with a reasonable opportunity to review and respond to the evidence or investigative report summarizing the evidence.

The investigation phase shall be completed within forty-five (45) calendar days. The period of time for the completion of the investigation phase may be extended upon a showing of good cause and with notice being given to the parties which provides the reason for the extension. At the conclusion of the investigation, but **before** a final investigative report is completed by the Investigator, the Investigator shall simultaneously provide all parties an equal opportunity to inspect and review any evidence obtained during the investigation that is directly related to the allegations raised in a complaint ("preliminary investigative report"). The parties shall be given ten (10) calendar days to submit a written response to the Investigator which he or she shall consider before completing a final investigative report.

E. Dismissal of Complaint

A Complaint **shall** be dismissed if the conduct alleged: (a) Would not constitute Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation even if proven; or (b) Did not occur within the Scope of Coverage of these Guidelines.

A Complaint **may** be dismissed if: (a) Title IX Coordinator obtains the complainant's voluntary withdrawal in writing of any or all of the allegations, the Title IX Coordinator declines to initiate a complaint, and Title IX Coordinator determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; (b) The Respondent is no longer enrolled at Morton or attempting to participate in its educational program or activity; (c) The Respondent is no longer employed by Morton College or connected to Morton College as a contractor, consultant, vendor, volunteer or member of the Board; (d) Title IX Coordinator is unable to identify the respondent after taking reasonable steps to do so; or (e) Title IX Coordinator determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX.

Before dismissing the complaint, Title IX Coordinator will make reasonable efforts to clarify the allegations with the complainant. Upon dismissal, Morton will notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then Morton College shall notify the Respondent of the dismissal promptly following notification to the Complainant, or simultaneously if the notification is in writing. If an Investigator dismisses one or more allegations in a Complaint, the Complainant has the right to appeal such a finding as outlined in the Appeal Section. Additionally, if the Respondent has been notified of the Complaint prior to dismissal, the Respondent shall be notified of the Complainant's right to appeal. For dismissals other than those where the Respondent cannot be identified or does not participate

or employee of Morton College, Morton College must offer supportive measures to both the Complainant and the Respondent.

Morton College shall obtain the Complainant's voluntary withdrawal in writing where the Complaint involves a student Complainant or Respondent.

F. Final Investigative Report

At the conclusion of the investigation, the Investigator shall create a final investigative report that fairly summarizes the relevant evidence and makes a conclusion as to whether one or more allegations set forth in the Complaint are supported or sustained by the evidence. The final investigative report shall be simultaneously sent to the parties within fourteen (14) calendar days of the completion of the investigation phase.

If the Investigator makes a finding that one or more of the allegations set forth in the Complaint are supported or sustained by the evidence, then the parties shall be notified that a formal administrative hearing shall be scheduled with a Title IX Decision Maker.

The final investigative report shall be sent simultaneously to the parties at least ten (10) days in advance of an administrative hearing with a Title IX Decision Maker so that all parties have time to review its findings and provide written responses if desired. The parties shall be given seven (7) calendar days, post notice of final investigation report, to submit a written response to the final investigation report.

G. Decision Maker Administrative Hearing

After reviewing the parties' written responses to the investigation report, the Decision Maker will meet separately with each party to ask questions concerning the party's written response, the investigation report, and/or the evidence collected during the investigation, including questions that may bear on credibility. The Decision Maker may also meet with specific witnesses whose credibility is in dispute, and whose testimony is potentially relevant in evaluating any allegations in the Complaint, to pose questions that may bear on credibility.

Morton College's process for proposing and asking relevant and not otherwise impermissible questions and follow-up questions of parties and witnesses, including questions challenging credibility, will:

- Allow decisionmaker to ask such questions during individual meetings with a party or witness;
- Allow each party to propose such questions that the party wants asked of any party or witness and have those questions asked by the decisionmaker during one or more individual meetings, including follow-up meetings, with a party or witness, subject to the procedures for evaluating and limiting questions discussed below; and
- Provide each party with an audio or audiovisual recording or transcript with enough time for the party to have a reasonable opportunity to propose follow-up questions.

Procedures for the decisionmaker to evaluate the questions and limitations on questions:

Questions that are unclear or harassing of the party or witness being questioned will not be permitted. The decisionmaker will give a party an opportunity to clarify or revise a question that the decisionmaker determines is unclear or harassing. If the party sufficiently clarifies or revises the question, the question will be asked.

Refusal to respond to questions and inferences based on refusal to respond to questions: The decisionmaker may choose to place less or no weight upon statements by a party or witness who refuses to respond to questions deemed relevant and not impermissible. The decisionmaker will not draw an inference about whether sex-based harassment occurred based solely on a party's or witness's refusal to respond to such questions.

Irrelevant and impermissible questions: For Complaints involving a Student Complainant or Respondent, the Decision Maker must determine whether a proposed question is relevant and not otherwise impermissible prior to the question being posed. Additionally, the Decision Maker must explain any decision to exclude a question as not relevant or otherwise impermissible.

H. Deliberation and Determination

After meeting with each party and any witnesses whose credibility is in dispute, the Decision Maker will objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The Decision Maker will take care to exclude from consideration any evidence that the Decision Maker determines is inadmissible. The Decision Maker will resolve disputed facts using a preponderance of the evidence (that is, "more likely than not") standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the Policy as alleged in the Complaint. In the event the Decision Maker determines that the Respondent is responsible for violating this Policy, the Decision Maker will, prior to issuing a written decision, consult with an appropriate College official with disciplinary authority over the Respondent and such official will determine any discipline to be imposed. The Decision Maker may also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing support measures or other remedies will be provided to the Complainant and other persons, as appropriate. The Decision Maker may seek legal advice from the College's in-house or outside counsel.

I. Written Determination

After reaching a determination and consulting with the appropriate College official and Title IX Coordinator, as necessary, the Decision Maker will prepare a written decision that will include:

1. A description of the alleged Sex Discrimination.
2. Information about the policies and procedures the College used to evaluate the allegations.
3. The Decision Maker's evaluation of all relevant and not otherwise impermissible evidence and determination of whether Sex Discrimination occurred.
4. Where the Decision Maker finds that Sex Discrimination occurred, discipline

- determined by the appropriate College official.
5. Whether the Complainant, Respondent, or, to the extent appropriate, other persons, will receive any ongoing Supportive Measures or other remedies as determined by the Title IX Coordinator.
 6. A description of the College's process and grounds for appeal, as specified in "Appeal."

The Decision Maker will transmit the written decision to the Title IX Coordinator and the parties. Content in the written decision regarding ongoing Supportive Measures and other remedies for the Complainant, if applicable, may be redacted from the version of the written report shared with the Respondent, to the extent necessary to comply with this Policy and FERPA. The written decision must be transmitted to the parties notifying them of whether sex discrimination occurred, including the rationale for such determination and the permissible bases for any appeal, if applicable.

Upon a determination that sex discrimination has occurred, the Title IX Coordinator must, as appropriate, coordinate the provision and implementation of remedies to the Complainant and any others who have had access to Morton College's program or activity limited or denied by the sex discrimination. Additionally, the Title IX Coordinator must, as appropriate, coordinate the imposition of disciplinary sanctions upon the Respondent and must notify the Complainant of any such sanctions. The Title IX Coordinator must also take any other appropriate prompt and effective steps to ensure the sex discrimination does not continue or recur.

Transmittal of the written decision to the parties concludes the adjudication process, subject to any right of appeal as specified in "Appeals Section." Any discipline imposed will be stayed pending the completion of any appeal. Although the length of time needed to issue the written decision will vary depending on the totality of the circumstances, the College strives to issue the Decision Maker's written decision within thirty (30) days of the Decision Maker's receipt of the final investigation report.

The determination regarding responsibility shall become final on either the date on which the parties are provided with the written determination of the Appeal, or, if no party appeals, the date on which an Appeal would no longer be considered timely.

J. Appeals

Appeals of Decision Maker's findings or complaint dismissal may be appealed equally by the parties to the Title IX Coordinator of Morton College. All Appeals must be filed within ten (10) calendar days of the Notice Date of the Decision Maker's final written determination to the Parties, appeals to the Title IX Coordinator may be made on the following grounds:

1. Procedural irregularity that affected the outcome;
2. New evidence that was not reasonably available when the determination of responsibility was made that could affect the outcome; and
3. The Title IX Coordinator, Investigator, or Decision Maker had a conflict of interest or bias against or in favor of the complainant or respondent that affected the outcome.

Promptly upon receipt of an appeal, the Title IX Coordinator will conduct an initial evaluation to confirm that the appeal is timely filed and that it invokes at least one of the permitted grounds for appeal. If the Title IX Coordinator determines that the appeal is not timely, or that it fails to invoke a permitted ground for appeal, the appeal officer will dismiss the appeal and provide written notice of the same to the parties.

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other party that an appeal has been filed and that the other party may submit a written opposition to the appeal within seven (7) calendar days.

If a party appeals and one of the above appeal grounds is met, Morton College will:

1. Notify the parties in writing of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
2. Implement appeal procedures equally for the parties;
3. Ensure that the Appellate Decision Maker did not take part in an investigation of the allegations or dismissal of the complaint;
4. Ensure that the Appellate Decision Maker has been trained consistent with the Title IX regulations;
5. Communicate to the parties in writing that Morton College will provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
6. Notify the parties in writing of the result of the appeal and the rationale for the result.

All Appeals must be served on the opposing party. The opposing party has the right to file a Response to the Appeal within seven (7) calendar days after receipt. The Response to the Appeal must, likewise, be served on the opposing party. The party that filed the Appeal shall have seven (7) calendar days to file a Reply. The Reply must be served on the opposing party.

The Appellate Decision Maker shall simultaneously issue a decision as to whether the Appeal has been granted or denied within thirty (30) calendar days after the last day on which a party may file a Response or Reply. The decision of the Title IX Coordinator and Appellate Officer are final.

K. Time Frames

All periods of time established herein for the completion of the any phase of the grievance procedures may be extended upon a showing of good cause and with notice being given to the parties which provides the reason for the extension.

VI. POSSIBLE RANGE OF DISCIPLINE

Employees who are found to have violated the Comprehensive Non-Discrimination, Sex Based Harassment or Misconduct, Harassment and Retaliation Policy are subject to disciplinary action up to and including termination of employment. The range of discipline shall be governed by

applicable collective bargaining agreements or Morton College policies or procedures.

Students who are found to have violated the Comprehensive Non-Discrimination, Sex Based Harassment or Misconduct, Harassment and Retaliation Policy are subject to disciplinary action up to and including expulsion. The range of discipline shall be governed by the Student Handbook and Student Code of Conduct.

A party, witness, or any other individual participating in the grievance procedures may not be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on the determination of whether sex discrimination occurred.

VII. PROHIBITION ON ALL FORMS OF RETALIATION

Morton College shall not tolerate any form of retaliation by any party against anyone for exercising their rights under the Non-Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation Policy or these Guidelines.

Morton College prohibits all forms of retaliation against any individual for exercising their rights under Title IX, including the participation in or refusing to participate in the filing of a complaint, the investigation, or any proceeding or hearing covered by these Guidelines.

VIII. CONFIDENTIALITY

All documentation obtained and produced in accordance with these Guidelines shall be considered confidential to the full extent of applicable law and regulations that govern Morton College. Moreover, neither the Investigator nor Decision Maker shall access or rely upon any treatment records maintained by a healthcare provider, including Morton College's student health center, unless the party provides written consent. Morton College shall keep confidential the identity of any student who has made a report or complaint under these Guidelines, any student-complainant, and any student-witness, except as may be permitted by state or federal laws and regulations that govern Morton College.

Additionally, Morton College shall take reasonable steps to protect the privacy of the parties and witnesses, provided that such steps do not restrict the ability of the parties to obtain and present evidence or otherwise prepare for and participate in the grievance procedure.

Morton College shall take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through grievance procedures. However, such information and evidence may be disclosed for administrative proceeding or litigation related to the Complaint.

IX. DISCRETION IN APPLICATION

Morton College retains discretion to interpret and apply this Policy in a manner that is not clearly unreasonable, even if the College's interpretation or application differs from the interpretation of the parties. Despite the Colleges' reasonable efforts to anticipate all eventualities in drafting this Policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express language, in which case the College retains discretion to

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respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable. The provisions of this Policy and corresponding procedures referenced herein are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the College retains discretion to revise this Policy and Policy revisions to an active case provided that doing so is not clearly unreasonable.



MORTON COLLEGE BOARD POLICY

Illinois Community College District No. 527

TITLE: Comprehensive Non-Discrimination, Sex Based Harassment or Misconduct,

NO. 8.2.1

SECTION: Institutional

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I. PURPOSE

Morton College is committed to providing a safe and secure working and learning environment free from Discrimination, Sex Based Harassment or Misconduct, Harassment and Retaliation for all college community members, employees and others in all educational programs and activities as those terms are defined below. This Policy authorizes the President or his designee to take all necessary actions to properly implement, administer and publish this Policy to all staff, students and others covered by its provisions.

II. GENERAL PROVISIONS

- A. Working and Learning Environment:** It is the policy of Morton College to maintain a safe and secure working and learning environment in which all individuals are treated with dignity and respect. Each employee, student, and all other Covered Individuals shall enjoy the right to work and learn in an environment that is free of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation. No person shall be required to endure Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation as a condition of employment or while engaged in an educational program or activity.
- B. Conduct Prohibited:** The Board prohibits Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation based on any Protected Categories, as defined below, in any aspect of employment or educational programs or activities.
- C. Covered Individuals:** No employee, student, contractor, consultant, vendor, volunteer, or member of the Board (collectively referred to as "Covered Individuals") shall be subjected to or engage in any form of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, as these terms are defined below, against another while employed, working for, attending school or participating in educational programs or activities.

DATE APPROVED BY BOARD OF TRUSTEES: August 26, 2020

DATES REVISED: October 10, 2024

REVIEWED DATES: July 22, 2020

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527



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Illinois Community College District No. 527

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- D. Scope:** This Policy covers all phases of employment and academic status, including, but not limited to, recruitment, hiring, evaluations, upgrading, rates of pay, the selection for training, promotions, demotions, transfers, layoffs, employment non- renewals, termination, benefits, discipline, expulsions, admissions, educational testing, extracurricular programs, and athletics.
- E. Limitations:** Nothing in this Policy is intended nor shall be construed to create a private right of action against Morton College or the Board or any of its employees or agents. Furthermore, no part of this Policy shall be construed to create contractual or other rights or expectations. Nothing herein is intended to affect the right of any person to file a charge or complaint of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation with any agency with jurisdiction over such charge or complaint.

III. DEFINITIONS

- A. Discrimination:** Unjust or prejudicial treatment, including harassment and sexual misconduct, towards an individual due to that person's real or implied membership in one or more of the Protected Categories as defined below.
- B. Educational Program or Activity:** Locations, events or circumstances over which Morton College exercises substantial control. Morton College exercises substantial control over: (1) premises that it owns or officially recognized student organizations that own or control the premises; (2) where it exercises oversight, supervision or discipline (e.g., a student's status in a Morton College course or program); or (3) where it has funded, sponsored, promoted or endorsed a certain event. Morton College specifically does not exercise substantial control over any event occurring outside the United States of America. Morton College has an obligation to address a sex-based hostile environment under its education program or activity even when some conduct alleged to be contributing to the hostile environment occurred outside the recipient's education program or activity or outside the United States
- C. Harassment:** Unwelcome verbal, nonverbal, visual, and/or physical conduct that is the person's real or implied membership in one or more of the Protected Categories as defined below. Unwelcome conduct may include, but is not limited to, bullying,

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intimidation, offensive jokes, slurs, epithets or name calling, assaults or threats, touching, ridicule or mockery, insults or put-downs, offensive objects or pictures, messages sent via email, text or social media, or any other persistent, pervasive or severe conduct that interferes with work performance or a student's access to or participation in any educational program or activity.

D. Protected Category: Actual or perceived sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation.

E. Retaliation: Adverse employment action or adverse change in academic status, such as discipline or denial of or access to a service or benefit, against any person for having made a complaint or report of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, whether made internally, or externally with a federal, state, or local agency; or participating or aiding in an investigation of Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, whether internal, or external with a federal, state, or local agency, is strictly prohibited.

F. Sexual Assault: A forcible or non-forcible sex offense in which any sexual act is directed against another person without the consent of the victim including instances where the victim is incapable of giving consent.

G. Sex Based Harassment: A form of sex discrimination and means Sex Based Harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, which includes:

- (1) Quid pro quo harassment. An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;
- (2) Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that

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it limits or denies a person's ability to participate in or benefit from the recipient's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry.

(3) Specific offenses.

(i) Sexual assault as defined above;

(ii) Dating violence meaning violence committed by a person:

(A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(1) The length of the relationship;

(2) The type of relationship; and

(3) The frequency of interaction between the persons involved in the relationship;

(iii) Domestic violence meaning felony or misdemeanor crimes committed by a person who:

(A) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;

(B) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

(C) Shares a child in common with the victim;

(D) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction;

(iv) Stalking as defined below

(v) inappropriate touching, or any misuse of a sexual nature of any Morton College information technology, as described in Board Policy 8.20.

H. Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (a) fear for the person's safety or the safety of others, or (b) suffer substantial emotional distress.

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IV. PROCEDURES

- A. For inquiries or complaints related to Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation based upon a Protected Category, please refer to the Morton College Guidelines for Addressing Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation instituted by the Board President or designee that shall be posted on the Morton College website. All such inquiries or complaints shall be filed with the Morton College Title IX Coordinator or any non-confidential Morton College official.

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V. VIOLATIONS AND DISCIPLINE

A. Violations: It is a violation of this Policy for:

1. Any Covered Individual to engage in Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, as defined above;
2. Any non-student Covered Individual to intentionally ignore Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation, as defined above, by a Covered Individual that occurs in their presence, by failing to properly report that conduct, regardless of whether or not the Covered Individual complains about the conduct;
3. Any non-student Covered Individual to fail to fulfill their duties and responsibilities as set forth with this Policy or any connected policies or guidelines;
4. Any non-student Covered Individual to refuse to participate, fully cooperate or provide truthful information in any investigation or hearing conducted in connection to this Policy; and
5. Any Covered Individual to intentionally bring allegations in bad faith, and which an investigation or hearing determines to be false, or knowingly making a false statement or knowingly submitting false information during any type of investigation or hearing pursuant to this Policy.

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B. Discipline:

1. Employees who violate this Policy are subject to disciplinary action up to and including termination of employment.
2. Students who violate this Policy are subject to disciplinary action pursuant to the Morton College Student Handbook.
3. Contractors, consultants or vendors who violate this Policy are subject to remedies pursuant to their contract.
4. Volunteers who violate this Policy are subject to their authorization to serve as a volunteer being rescinded.

VI. NOTICE AND TRAINING

All new employees shall receive information and training on this Policy. Additionally, this Policy will be prominently posted on the Morton College website and distributed regularly to all Covered Individuals. Moreover, notice to Covered Individuals regarding prohibited Discrimination, Sex Based Harassment or Misconduct, Harassment or Retaliation will be posted in prominent locations throughout Morton College

The Title IX Coordinator or their designee shall conduct annual training on this Policy to all employees and students. The training given to all employees and students shall be prominently posted on the Morton College website as well.

VII. PUBLICATIONS

Beginning with the 2020-2021 school year, the following statement will be used in any new publication of the Morton College Student Handbook, Morton College Employee publication, on the Morton College website and any other prominent publication:

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"It is the policy of Morton College to prohibit discrimination, Sex Based Harassment or misconduct, harassment, or retaliation on the basis of any classifications protected by the Constitution of the United States, the Constitution of the State of Illinois and applicable federal, state or local laws or ordinances, including but not limited to discrimination on the basis of sexual orientation, gender or sex (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy related medical conditions), race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age (40 and above), immigration status, marital status, registered domestic partner status, genetic information, political belief or affiliation (not union related), military status, unfavorable discharge from military service, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics."

The Title IX Coordinator's office address, phone number and email address shall be prominently displayed on Morton College's website and relevant publications.

DATE APPROVED BY BOARD OF TRUSTEES:

DATES REVISED: October 10, 2024

REVIEWED DATES:

ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 527

Joanna M Martin

From: Mireya Perez
Sent: Tuesday, December 3, 2024 4:13 PM
To: Board Materials
Subject: Board action - 2024 Final Tax Levy
Attachments: 2024 Levy Resolution.docx; Final 2024 Cert of tax Levy.docx; Final 2024 Tax Levy Morton College.xls

That the board approve the 2024 Final Tax Levy as submitted.

Thank you,



Mireya Perez

Chief Financial Officer/Treasurer

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RESOLUTION AUTHORIZING THE 2024 TAX LEVY AND
CERTIFYING COMPLIANCE WITH THE TRUTH IN TAXATION ACT

WHEREAS, the State of Illinois Public Community College Act, Chapter 110, Act 805, Section 3-20.5 requires that an annual levy be filed with the County Clerk by the last Tuesday in December; and

WHEREAS, State of Illinois Compiled Statutes, Chapter 35, Act 200, Section 18-55 through 18-95 of the Truth in Taxation Act, requires that the taxes to be levied be formally estimated prior to the adoption of its aggregate levy, which was done on November 21, 2024; and

WHEREAS, it is the intent of the Board of Trustees of Illinois Community College District No. 527 to levy an additional increase of 4.96% in 2024 of the levy extended for calendar year 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND CERTIFIED AS FOLLOWS:

1. That the Board of Trustees of Illinois Community College District No. 527 establishes levies for the following taxes for 2024:

\$8,650,000	for Educational Purposes
1,750,000	for Operations, Building and Maintenance Purposes
690,000	for Insurance Purposes as follows: Tort Liability, Workers' Compensation, Occupational Diseases and Unemployment
300,000	for Social Security and Medicare Insurance Purposes
100,000	for Financial Audit Purposes
_____	for Protection, Health and Safety Purposes
\$11,490,000	Total

The levy for Calendar Year 2024 will be allocated 50% for Fiscal Year 2025 and 50% for Fiscal Year 2026.

2. That the 2023 taxes levied for Illinois Community College District No. 527 were as follows:

\$8,295,000	for Educational Purposes
1,640,000	for Operations, Building and Maintenance Purposes
660,000	for Insurance Purposes as follows: Tort Liability, Workers' Compensation, Occupational Diseases and Unemployment
270,000	for Social Security and Medicare Insurance
82,000	for Financial Audit Purposes
_____	for Protection, Health and Safety Purposes
\$10,947,000	Total

3. That the proposed increase in the extended property tax levy for 2024, is estimated to be \$564,720 over the 2023 extended levy calculated as follows:

Proposed 2024 extended levy	\$11,949,600
2023 extended levy	<u>\$11,384,880</u>
Dollar increase	<u>\$ 541,513</u>

4. That this Board authorizes the Secretary to file this Resolution and Certification and the attached 2024 Certificate of Tax Levy, with levy amounts specified, with the County Clerk as required by law.

Passed this 11th day of December, 2024

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

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

CERTIFICATE OF TAX LEVY 2024

Community College District No. 527 County(ies) Cook

Community College District Name: Morton College and State of Illinois

We hereby certify that we require:

the sum of \$ 8,650,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,750,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and

the sum of \$ _____ to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-1), and

the sum of \$ 690,000 to be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunity Act (745 ICLS 10/9-107), and

the sum of \$ 300,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and

the sum of \$ 100,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ _____ to be levied as a special tax for protection, health, and safety purposes (110 ILCS 805/3-20.3.01), and

the sum of \$ _____ to be levied as a special tax for (specify) _____ purposes, on the taxable property of our community college district for the year 20 .

Signed this 11 day of December , 2024

Leonard B Cannata
Chairman of the Board of Said Community College
District

Jose Collazo
Secretary of the Board of Said Community College
District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy for the bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1 .

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

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(DETACH AND RETURN TO COMMUNITY COLLEGE DISTRICT)

This is to certify that the Certificate of Tax Levy for Community College District No. _____ County(ies) of _____ and State of Illinois on the equalized assessed value of all taxable property of said community college district for the year 20____ was filed in the office of the County Clerk of this county on _____, 20____.

In addition to an extension of taxes authorized by levies made by the board of said community college district an additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20____ is \$ _____ .

Date

County Clerk and County

**Morton Community College
Community College District 527
Final Tax Levy for 2024**

Fund	Levy Final 2023	Final 2024 Levy	Loss Amount	Final 2024 Extended	Increase (Decrease)	
Education	8,626,800	8,650,000	346,000	8,996,000	369,200	
O & M	1,705,600	1,750,000	70,000	1,820,000	114,400	
Social Security	280,800	300,000	12,000	312,000	31,200	
Audit	85,280	100,000	4,000	104,000	18,720	Proposed
Liability Insurance - Tort	686,400	690,000	27,600	717,600	31,200	Increase
Total	11,384,880	11,490,000	459,600	11,949,600	564,720	4.96%
 Bonds	 679,068	 644,450	 25,778	 670,228	 (8,840)	 Proposed
Levy adjustment PA	136,313					
 Total Extended Levy with Bonds	 12,200,261	 12,134,450	 485,378	 12,619,828	 555,880	 Increase with Debt Service
						3.44%
<u>Equalized assessed valuation</u>						
2023 Equalized Assessed Value (EAV)	2,612,876,617					
2024 estimated EAV	2,612,876,617					
County Final Tax Rate 2023	0.439					
2024 estimated tax rate	0.530					
 Increase	 419,567					